

# CITY OF INDUSTRY

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CITY COUNCIL  
SPECIAL MEETING  
AGENDA

MAY 16, 2024  
9:00 AM



Mayor Cory C. Moss  
Council Member Michael Greubel  
Council Member Mark D. Radecki  
Council Member Newell Ruggles

**Location:** City Council Chambers, 15651  
Mayor Dave Way, City of Industry California

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**Addressing the City Council:**

- < **Agenda Items:** Members of the public may address the Council on any matter listed on the Agenda. Anyone wishing to speak to the Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed form should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Council.
  
- < **Public Comments (Agenda Items Only):** During public comments, if you wish to address the City Council during this Special Meeting, under Government Code Section 54954.3(a), you may only address the City Council concerning any item that has been described in the notice for the Special Meeting.

Councilmember Michael Greubel will take part in the meeting remotely for reasons related to just cause as set forth in Government Code Section 54953(j)(2)(D) (AB 2449), as he is attending the California Contract Cities Association Annual Municipal Seminar in Indian Wells, California. In accordance with the provisions of AB 2449, this meeting will be held in person and via a live webcast. Members of the public can attend the hybrid meeting and offer public comments either in person or via webcast. A live webcasting of the meeting will be accessible via the link, meeting ID, and meeting passcode listed below. In the event that no Councilmembers join remotely, the live webcast will terminate after an announcement.

<  
[www.microsoft.com/microsoft-teams/join-a-meeting](http://www.microsoft.com/microsoft-teams/join-a-meeting)

Meeting ID: 256 944 273 995

Meeting Passcode: CVnrBq

**Or call in (audio only)**

+1 657-204-3264.

Phone Conference ID: 855 340 730#

**Americans with Disabilities Act:**

- < In compliance with the ADA, if you need special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk's Office (626) 333-2211. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.

**Agendas and other writings:**

- < In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Friday 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

1. Call to Order
2. Flag Salute
3. AB 2449 Vote on Emergency Circumstances (if necessary)
4. Roll Call
5. Presentations

6. **CONSENT CALENDAR**

6.1 Consideration of Resolution No. CC 2024-24 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE WILDLIFE CONSERVATION BOARD FOR THE FOLLOWS CAMP ECOLOGICAL DESIGN AND IMPLEMENTATION PROJECT

*RECOMMENDED ACTION:*  
2024-24

*Adopt Resolution No. CC*

7. **ACTION ITEMS**

7.1 Consideration of Resolution No. CC 2024-23 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPOINTING \_\_\_\_\_ TO FILL A VACANCY IN THE OFFICE OF CITY COUNCILMEMBER, IN ACCORDANCE WITH THE PROVISIONS OF MUNICIPAL CODE SECTION 2.04.020

*RECOMMENDED ACTION:*  
2024-23, or provide direction to Staff.

*Adopt Resolution No. CC*

8. **PUBLIC HEARINGS-NONE**

9. **CLOSED SESSION-NONE**

10. **CITY MANAGER REPORTS**

11. **AB 1234 REPORTS**

12. **CITY COUNCIL COMMUNICATIONS**

13. Adjournment. The next regular City Council Meeting is Thursday, May 23, 2024, at 9:00 a.m.

*CITY COUNCIL*

ITEM NO. 6.1

Backup Material will be provided at Meeting

*CITY COUNCIL*  
*May 16, 2024*

ITEM NO. 6.1  
Backup Material



# CITY OF INDUSTRY

## MEMORANDUM

**TO:** Honorable Mayor Moss and Members of the City Council

**FROM:** Joshua Nelson, City Manager

**STAFF:** Mathew Hudson, Engineering Manager  
Sean Calvillo, Director of Operations, CNC Engineering

**DATE:** May 16, 2024

**SUBJECT:** Consideration of Resolution No. CC 2024-24 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE WILDLIFE CONSERVATION BOARD FOR THE FOLLOWS CAMP ECOLOGICAL DESIGN AND IMPLEMENTATION PROJECT

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### **Background:**

Staff, along with Stillwater Ecosystem, Watershed & Riverine Sciences (“Stillwater”), submitted a full grant application to the Wildlife Conservation Board (“WCB”) for the Follows Camp Ecological Design and Implementation Project (“Project”) on October 13, 2023. The 118-acre Follows Camp project site is located along the East Fork of the San Gabriel River within the San Gabriel Mountains National Monument on City-owned land. Through the grant application, \$2,080,000.00 was requested for the Project.

The Project’s main objectives are to: 1) restore aquatic, riparian, and upland habitat for special status species and priority habitat types, including critical habitat for the Santa Ana Sucker; 2) develop and initiate environmental education programs to serve disadvantaged communities from the San Gabriel Valley and support the mission of the San Gabriel Mountains National Monument; and, 3) convert commercially and residentially zoned parcels to permanent conservation via a conservation easement. This will be achieved through the production of a site masterplan, 100 percent design documents for Phase 1 masterplan elements, creation of 5-year stewardship program, and completion of the conservation easement.

### **Discussion:**

The WCB, the Grantor, has provided a Grant Agreement and is set to award the City \$2,080,000.00 in grant funds for the Project at their board meeting on May 23, 2024. The Grant Funds will be used for the purpose of assisting the City with the Project, which is generally described as: planning, studies, and design development to restore aquatic habitat, initiate environmental education programs and promote stewardship and conservation values in the San Gabriel Mountains on the City’s 118 acres at Follows

Camp. Staff recommends adopting Resolution No. CC-2024-24, approving the application for grant funds from WCB and authorizing the City Manager to execute the Grant Agreement with WCB.

**Fiscal Impact:**

The City will receive \$2,080,000.00 from WCB in funding for the Project. The City will invoice WCB quarterly for the work completed on the Project that period. The City's required funding match as part of the Grant Agreement is \$1,230,900.00. In the adopted Fiscal Year Capital Improvement Project budget 2023-2024, \$170,000.00 is approved for this work and in the proposed Fiscal Year 2024-2025 budget, \$200,000.00 is requested (Account No. 120-726-5130) and is sufficient for the initial costs of the Project. Below is a summary of the budget costs for each task as laid out in Exhibit B of the Grant Agreement.

| Project Task                      | WCB         | Non-WCB (City) Funds | Totals      |
|-----------------------------------|-------------|----------------------|-------------|
| Project Management                | \$269,600   | \$400,000            | \$669,600   |
| Site Activation & Master Planning | \$458,400   | \$34,000             | \$492,400   |
| Design & Permitting               | \$1,352,000 | \$745,600            | \$2,097,600 |
| Conservation Easement             | ---         | \$51,300             | \$51,300    |
| Total                             | \$2,080,000 | \$1,230,900          | \$3,310,900 |

**Recommendation:**

It is recommended that the City Council approve Resolution No. CC 2024-24.

**Exhibits:**

- A. Resolution No. CC 2024-24
- B. Grant Agreement

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JN/MH/SC:jf

**EXHIBIT A**

Resolution No. CC 2024-24

[Attached]

**RESOLUTION NO. CC 2024-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE WILDLIFE CONSERVATION BOARD FOR THE FOLLOWS CAMP ECOLOGICAL DESIGN AND IMPLEMENTATION PROJECT**

**WHEREAS**, funds were made available to the Wildlife Conservation Board for the enhancement or restoration of fish and wildlife habitat and for the develop of public access facilities for hunting, fishing or other wildlife-oriented recreational uses; and

**WHEREAS**, the City of Industry intends to restore aquatic, riparian, and upland habitat for special-status species and priority habitat types, including critical habitat for the Santa Ana Sucker, develop and initiate environmental education programs to serve disadvantaged communities from the San Gabriel Valley and support the mission of the San Gabriel Mountains National Monument, and convert commercially and residentially zoned parcels to permanent conservation.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:**

**SECTION 1.** The above recitals are true and correct and incorporated herein by reference.

**SECTION 2.** Approve the filing of an application for funding from the Wildlife Conservation Board.

**SECTION 3.** Certifies that the City of Industry will comply with all federal, state and local environmental, public health, and other appropriate laws and regulations applicable to the project and will obtain or will ensure that the other project partners obtain all appropriate permits applicable to the project.

**SECTION 4.** Further commits to the terms and conditions specified in the grant agreement.

**SECTION 5.** Appoints Joshua Nelson, City Manager, as a representative of the City of Industry to conduct negotiations, execute, submit and sign all documents including but not limited to applications, agreements, amendments, payment requests, and other documents which may be necessary for the completion of the proposed project.

**SECTION 6.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.



**SECTION 7.** The City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry, at a special meeting held on May 16, 2024, by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

\_\_\_\_\_  
Cory C. Moss, Mayor

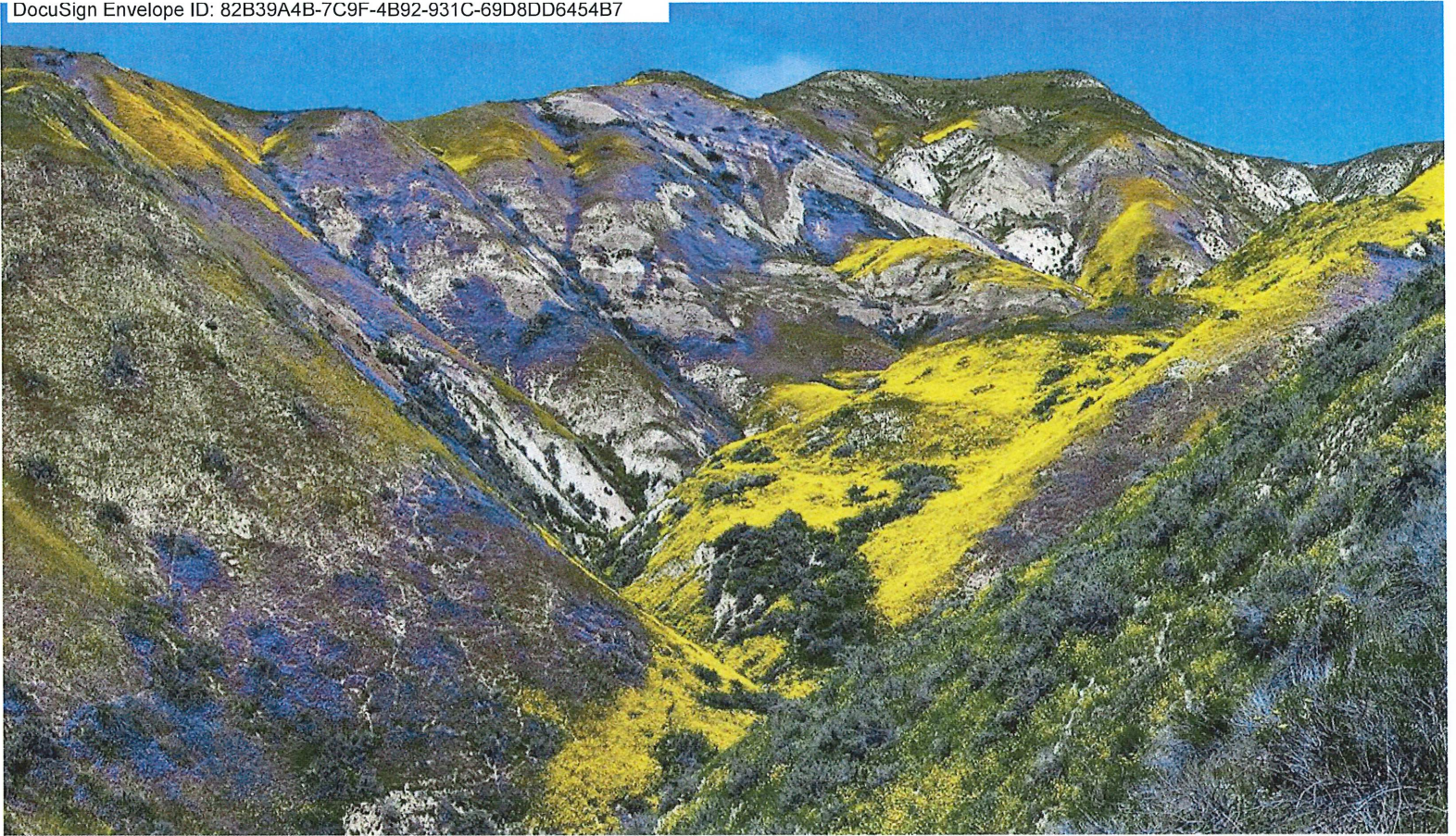
**ATTEST:**

\_\_\_\_\_  
Julie Gutierrez-Robles, City Clerk

**EXHIBIT B**

Grant Agreement

[Attached]



# Grant Agreement

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Between the State of California, Wildlife Conservation Board  
and

City of Industry

For: Follows Camp Ecological Design

In: Los Angeles County, California

WC – 2485AB



**GRANTEE:** City of Industry  
15625 Mayor Dave Way,  
City of Industry, CA 91744  
Attn: Joshua Nelson, City Manager (Grantee Contact)  
Phone: (626) 333-2211  
Email: jnelson@cityofindustry.org

**GRANTOR:** Wildlife Conservation Board  
P.O. Box 944209, Sacramento, California 94244-2090  
Attn: Alyssa Benedetti (Grant Manager)  
Phone: (916) 212-0691  
Email: Alyssa.benedetti@wildlife.ca.gov

**LANDOWNER** Same as Grantee

**Grant Agreement No.:** WC-2485AB

**Board Approval Date:** May 23, 2024

**Project Completion Date:** No later than September 30, 2027

**Project ID:** 2023177

**Grant Amount:** \$2,080,000

Follows Camp Ecological Design  
Grant Agreement Number: WC – 2485AB  
Project ID: 2023177

**1. Authority.** This grant is awarded pursuant to the following authority(ies):

Wildlife Conservation Law of 1947, Chapter 4.0 commencing with section 1300, et seq., of the California Fish and Game Code, relating to habitat enhancement and restoration.

Wildlife Conservation Law of 1947, Chapter 4.0, Article 3.7 commencing with section 1300, et seq., of the California Fish and Game Code, relating to public access.

**2. Funding.** The funding for this grant comes from the following source(s):

General Fund, Budget Act of 2023, Fish & Wildlife Resources - Climate Change Impacts on Wildlife Provision (AB102, Sec. 84(1))

**3. Project and Location.** Grantor is entering into this agreement, and the Grant Funds shall be used, only for the purpose of assisting Grantee with the Project generally described as: planning, studies, and design development to restore aquatic habitat, initiate environmental education programs and promote stewardship and conservation values in the San Gabriel Mountains, and as more fully described in the Agreement, including Grantee’s obligation to manage and administer the terms of this Agreement, on approximately 118 acres of privately-owned land commonly known as Follows Camp, located in Los Angeles County, California (Property). The Property is generally shown on the attached Exhibit A - Location Map. Grantee is the fee owner of the Property.

**4. Board Approval.** The Wildlife Conservation Board (Grantor) approved this grant on May 23, 2024, and hereby grants to City of Industry, an eligible public entity, (Grantee), a sum not to exceed two million eighty thousand dollars (\$2,080,000) (Grant Funds).

**5. Grantee Acceptance and Approval.** Grantee accepts the Grant Funds upon and subject to the terms and conditions of this grant agreement, Grantor’s General Grant Guidelines and all applicable specific fund source guidelines referenced therein (“Grant Guidelines”), the statements contained in Grantee’s Full Application, all exhibits hereto and all other documents which may later be approved relating to this grant, including those that relate to Advance Payments described in section 15, all of which are hereby incorporated by reference and made part of this agreement (Agreement). If there is a difference in terms between the Grant Guidelines and the provision below in this Agreement and the Exhibits hereto, the provisions below and Exhibits will control.

Grantee shall certify a resolution or evidence of other appropriate action of the governing board or governing body of Grantee, authorizing the execution and performance of this Agreement and the carrying out of the Project by Grantee. Grantee shall provide Grantor a copy of such authorization prior to Grantee’s execution of this Agreement. This Agreement shall be executed by a representative of Grantee who is duly authorized to do so.

**6. Definitions.** In addition to the definitions contained in this section, other terms may be defined in specific sections of this Agreement, including the sections that precede this section. When terms are defined in specific sections, they will be contained within parenthesis.

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Grant Agreement Number: WC – 2485AB  
Project ID: 2023177

- a. "Advance Payments" means Grant Funds provided to Grantee before the associated work has been performed.
- b. "Agreement" means this Grant Agreement number WC – 2485AB and includes each of the documents described and incorporated by reference into this Agreement specified in section 5.
- c. "Breach" occurs when Grantee fails to perform a condition or term in this Agreement.
- d. "Contingency" or "Contingencies" means an unanticipated Project-related expense that was not included in a project task in Exhibit B - Budget at the time the Agreement was executed or an expense that was included but costs for the expense have substantially increased since the execution date.
- e. "Default" means a Grantee's uncured or incurable Breach.
- f. "Disbursement Request" is an invoice for either work performed sent in arrears, a request for Advance Payment or for payment of Retained Grant Funds.
- g. "Effective Date" is the date that the Agreement is executed by Grantor or Grantor's duly authorized representative.
- h. "Equipment" means the machines, electronics, apparatuses, or appliances (excluding furniture) that Grantee needs to perform the Project.
- i. "Full Application" means the document prepared containing the terms approved by Grantor on the date specified in section 4.
- j. "Grant Funds" means the money described in section 4 that is provided by Grantor to Grantee pursuant to this Agreement and includes any interest paid to Grantee from the deposit of any Advance Payments awarded to Grantee.
- k. "Grant Manager" means the person(s) specified as the contact for Grantor on page 2.
- l. "Grantee" means the entity identified in section 4 of this Agreement.
- m. "Grantor" is the Wildlife Conservation Board.
- n. "Grant Guidelines" are Grantor's General Grant Guidelines in addition to any specific grant guidelines adopted by Grantor for the specific fund sources used for this Grant that were in effect on the date of Grantor's approval in section 4.
- o. "Indirect Costs" (also commonly known as administrative costs or administrative overhead) are the non-Project specific costs of doing business. They include but are not limited to things like utilities, office space rental, phone service, office supplies, computers, internet access and copying. They may not include costs for fundraising, lobbying, entertainment, and food and beverages.
- p. "Long-term Management Period" is not applicable to this Planning grant.
- q. "Mitigation" means to satisfy any requirement or condition imposed by any non-Project related permit, agreement, authorization, or entitlement for use that is required to compensate for or otherwise offset impacts of any activity.

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- r. “Notice to Proceed” means the notice sent by Grantor that contains the Project Start Date which is the date Grantee can begin reimbursable work under the Agreement.
- s. “Parties” are Grantor and Grantee, each individually a “Party”.
- t. “Project” means the work described in section 3 of this Agreement, Exhibits and the documents incorporated by reference herein.
- u. “Project Activities” means the work described in Exhibit C – Work Plan and any amendments thereto.
- v. “Project Completion Date” means when the items described in section 23 are complete and must be no later than the date set out on page 2.
- w. “Project Costs” mean the Grant Funds used by Grantee to carry out the Project.
- x. “Project Start Date” means the date in Grantor’s Notice to Proceed that reimbursable work can begin on the Project for which Grantee may be paid from Grant Funds.
- y. “Project Term” is the period of time between Project Start Date and Project Completion Date, unless this Agreement is terminated pursuant to section 47. If the Agreement is terminated, the termination date is the end date of the Project Term.
- z. “Property” is the area generally described in section 3.
- aa. “Retained Grant Funds” (also known as Retention) is a percentage of costs incurred by Grantee that is withheld from disbursements and generally distributed to Grantee at the end of the Project Term, further discussed in sections 16, 17, and 18.
- bb. “Subrecipient” means an entity that either receives Grant Funds from Grantee as part of a block grant or a subcontractor who is paid by a Grantee with Grant Funds.

**7. Contacts.** The contacts for this Agreement are specified on page 2 of this Agreement. These contacts may be changed at any time with written notice to the other contacts. No amendment to this Agreement shall be required to do so. This notice and all other communications, including Disbursement Requests, shall be made in writing and sent electronically, unless otherwise agreed, to and from the contacts listed on page 2.

**8. Effectiveness of Agreement.** The Effective Date of this Agreement is the date it is signed by Grantor or Grantor’s designee. The Effective Date is not the date on which Grantee can begin work that is funded by Grantor. The date that Grantee can begin work funded by Grantor is the Project Start Date contained in Grantor’s Notice to Proceed.

**9. Commencement of Reimbursable Work.** Grantor will provide Grantee with a Notice to Proceed that contains the Project Start Date. The approval of the Grant Funds at a meeting held by Grantor shall not constitute authorization for the commencement of the Project or expenditure of Grant Funds. No expenditure made or activity initiated prior to Project Start Date contained in Grantor’s Notice to Proceed will be eligible for reimbursement by Grantor. All such costs before the Project Start Date will be borne by Grantee.

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**10. Funding Disbursements Generally.** Grantor’s obligations to disburse Grant Funds under this Agreement is conditioned upon and subject to the satisfactory compliance with and completion of all of the conditions contained in this Agreement. Upon satisfaction of the requirements of this Agreement and so long as Grantee is in compliance with the terms of this Agreement and is not in Breach or Default under this Agreement, Grantor agrees to disburse eligible Grant Funds to Grantee, in arrears, in installments as set forth in section 13, except for disbursements of Advance Payments which are not made in arrears. Disbursements shall be made not more frequently than monthly and no less than annually unless a different frequency is agreed to in writing by the Grant Manager.

**11. Availability of Funding.** Grantor shall not be obligated to disburse any unpaid portion of the Grant Funds unless and until sufficient funds are appropriated for the fiscal years covered by this Agreement through the State budget process for the purpose of this Agreement or are released by the State Treasurer’s Office (STO) to Grantor for expenditure for this grant and not subject to a STO recall. Grantor shall notify Grantee in writing if it is unable to disburse funds for these reasons. No Disbursement Request submitted prior to the appropriation or release of such funds to Grantor shall be effective. If the Legislature does not appropriate sufficient funds for the Agreement or the STO does not release or recalls funds, Grantor, at its sole discretion, may suspend or terminate the Agreement pursuant to section 47 or amend the Agreement to reflect any reduction of funds. Grantor will not be liable for any costs or damages incurred by Grantee based on the circumstances described in this section.

**12. Large Disbursements.** To ensure that funds are available to pay Grantee for work or to make Advance Payments, Grantor requests that Grantee provide 90-day notice if a Disbursement Request will be submitted requesting \$500,000 or more. Without such notice, requests for large disbursements may be delayed to allow Grantor time to secure the funds.

**13. Disbursement Request Documentation.** Except for the Final Disbursement Request, which is governed by section 24, each request for payment for approved budgeted work performed on the Project must be submitted to Grantor and accompanied by a written description of Grantee’s performance under this Agreement since the time the previous disbursement request was submitted. The information shall describe the types of activities and specific accomplishments during the period for which the payment is being requested rather than merely listing the number of hours worked during the reporting period. The disbursement request must be submitted on Grantor’s Disbursement Request Template ([Grant Documents and Templates \(ca.gov\)](#)).

Grantee must provide supporting documentation for the full amount requested and actual itemized receipts for all amounts shown on the request, including receipts for all materials, Equipment and supplies, Subrecipient invoices, and all Grantee staff time shown by number of hours worked and hourly rate.

If a Disbursement Request overlaps with two fiscal years (i.e. June 30), the Disbursement Request must separate the changes and the total for each fiscal year. For example, if the billing covers the period from May 1 to September 30, the charges and the total must be broken down in the Disbursement Request for the periods of May 1-June 30 and July 1-September 30.



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The Disbursement Request and accompanying documents must be made by electronic submission to [WBClerical@wildlife.ca.gov](mailto:WBClerical@wildlife.ca.gov) and the Grant Manager listed on page 2, unless another method of submission has been agreed to.

Disbursements shall be contingent upon approval of the request by Grantor, at its sole discretion. Any Disbursement Request that is submitted without the required itemization and documentation may be delayed or not approved. If the Disbursement Request package is incomplete, inadequate or inaccurate, Grantor will inform Grantee and hold the payment request until all required information is received or corrected. Any penalties imposed on Grantee by a Subrecipient, or other consequence, because of delays in payment, will be paid by Grantee and are not reimbursable under this Agreement. If Grantee continues to fail to provide the requested information, this Agreement may be suspended or terminated.

**14. Disbursements Made in Error.** Grantee shall reimburse Grantor for any erroneous disbursement of Grant Funds under this Agreement caused by Grantee. Reimbursement shall occur within 45 days of written demand by Grantor. This deadline may be extended by Grantor. Interest shall accrue at the highest rate allowed by law from the time that reimbursement becomes due and owing until received by Grantor.

**15. Advance Payments.**

a. Advance Payments Generally. Using Grantor's Advance Payment Process (Process), which can be obtained from the Grant Manager, Advance Payments may be requested by Grantee (if eligible) using the Advance Payment Request Form (Form), also available from the Grant Manager. The Form and any attachments must be submitted electronically, unless a different method of submission has been agreed to by Grantor. The request is limited to the immediate cash requirements necessary to carry out the Project and may not exceed 25% of the total grant amount, unless Grantor determines in writing that a larger advance is warranted after receiving sufficient justification and documentation from Grantee. If approved in writing by Grantor, Grantee shall comply with all of the requirements contained in Grantee's completed, approved Form, which, along with the Process, is hereby incorporated by reference into this Agreement and become required terms of this Agreement as if fully set forth herein. Disbursement of Advance Payments shall be made using the Disbursement Request Procedures set forth in section 13 and the quarterly report required by section 19 shall serve as quarterly progress reports. All interest that accumulates from the deposit of advanced Grant Funds must be reported quarterly to Grantor and becomes Grant Funds. The decision to award Advance Payments is solely at the discretion of Grantor.

b. Further Advance Payments. Once Advance Payments have been approved, Grantor may approve further Advance Payments if Grantee can demonstrate that a sufficient amount of the previously advanced funds has been expended or that a plan is in place to ensure the expenditure of those funds in a timely manner. Requests for further Advance Payments shall be submitted using the Form and Grantor will then determine what will be required to advance further funds. The decision to award further Advance Payments is solely at the discretion of Grantor.

c. Advance Payments for Subrecipients. Once Advance Payments have been approved and disbursed by Grantor, Grantee may provide such funds to Subrecipients if the Subrecipients have been required to comply with all state statutes, regulations and requirements and the terms and conditions of this

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Agreement. Grantee shall be liable to Grantor for any failure of the Subrecipient to meet these requirements.

d. Unspent Advance Payments. All Grant Funds provided as an Advance Payment that are not spent within the spending timeline provided by Grantee shall be returned to Grantor within the timeframe specified by Grantor.

**16. Retention.** Grantor shall withhold 10% of the total approved amount from each disbursement (Retained Grant Funds). At its sole discretion, upon written justification by Grantee, Grantor may waive, modify or reduce the 10% retention. No retention shall be withheld from the total Advance Payment requested, however, retention will continue to apply to all disbursements and Grantee must complete the Advance Funding Summary on Grantor’s Disbursement Request Template.

**17. Retention Release.** At the end of the Project Term, Grantee may request disbursement of any Retained Grant Funds. Grantee shall submit this request by a date determined by Grantor. At its sole discretion, Grantor may release Retained Grant Funds if requested to do so by Grantee upon completion of Project milestones rather than the Project Completion Date. Project milestones will be agreed upon by both Grantor and Grantee. Funds will be released only if Grantee is in compliance with all reporting and other requirements of this Agreement at the time of Grantee’s request and no more than once every 12 months.

**18. Retention Release Procedure.** Requests for disbursement of Retained Grant Funds shall be submitted electronically to Grantor at [WCBCL Clerical@wildlife.ca.gov](mailto:WCBCL Clerical@wildlife.ca.gov) and the Grant Manager listed on page 2 with “Agreement No. \_\_\_, Retention Disbursement Request” in the subject line, unless another method of submission has been agreed to by Grantor.

**19. Reports/Information to Grantor.** During the Project Term, Grantee shall provide the following reports and documents, in addition to the submission requirements associated with the various types of Disbursement Requests, to Grantor within the timeframes specified in Exhibit C – Work Plan, unless a different time is agreed to by Grantor:

- a. When the Exhibit C - Work Plan identifies a completed deliverable, Grantee shall provide that completed deliverable on the date specified therein, if any, but no later than 60 days of its completion. This deadline may be extended by Grantor.
- b. Quarterly progress reports using Grantor’s Quarterly Report template that can be found here: [Grant Documents and Templates \(ca.gov\)](#)
- c. Contracts specified in section 38.
- d. Where the Grant Funds are greater than \$5 million, Grantee must report on compliance with economic sanctions specified in section 64.
- e. Grantee’s Final Report specified in section 24.

All reports shall be submitted to Grantor electronically. If a Grantee cannot submit information electronically, another method may be authorized.

Follows Camp Ecological Design  
Grant Agreement Number: WC – 2485AB  
Project ID: 2023177

Failure to provide this information during the Project Term can be the basis for Grantor, at its discretion, to delay or withhold disbursement of Grant Funds until such time as the information has been received. If Grantor notifies Grantee that it has failed to provide complete and accurate information specified above and Grantee continues to fail to provide it, Grantor may suspend or terminate this Agreement.

**20. Signage and Other Acknowledgement.**

**a. Generally.** Grantee shall recognize the cooperative nature of the Project and shall provide credit to Grantor in promotional materials, press releases, brochures, presentations, advertisements, publications, reports, websites, social media posts and exhibits prepared or approved by Grantee within the Project Term referencing the Project.

**b. Signage.** Any sign installed on the Property referencing the Project shall be subject to the mutual agreement of Grantor, Grantee and Landowner, if applicable, regarding text, design and location and shall display the logo of Grantor, except that certain fund sources require specific information be included on signage. If those fund sources apply to this grant, any such requirement shall be included. Signage requirements for specific fund sources can be found at: [Logos and Signage \(ca.gov\)](https://www.ca.gov) If the Project requires public access or the Property will be available to the public, one or more signs providing credit to Grantor shall be required and shall be in place no more than 6 months after the execution of this Agreement. Signs shall be maintained on the Property for the Project Term and any Long-term Management Period.

**c. Social Media.** Grantee is encouraged to use social media to inform and share with the public activities under this Agreement. Grantor shall be tagged on all posts related to the Project or activities referencing the Project.

**21. Public Access.** If the Project calls for public access, the completed Project and all related facilities shall be open to members of the public, subject to reasonable time, place and manner restrictions, or as specified in Exhibit D – Long-term Management Plan, if any.

**22. Grantor's Access.** Grantee shall, or if Grantee is not the Landowner Grantee shall cause the Landowner, to permit Grantor and its members, officers, employees, agents and representatives to access the Property from the Project Start Date through the Project Term or Long-term Management Period, whichever is longer, to ensure compliance with this Grant Agreement. Such access shall be at times reasonably acceptable to Grantee or Landowner, as applicable, following written or verbal request, and may occur multiple times at Grantor's sole discretion. Grantee and Landowner, if different, agree that access will be expedited in the event that Grantor believes that a Breach of this Agreement may have occurred.

**23. Project Completion.** Grantee shall complete or cause to be completed all Project Activities in accordance with this Agreement. Apart from long-term management obligations identified in Exhibit D – Long-term Management Plan, if any, the Project will be considered complete when all Project Activities have been completed and Grantor has approved the completion of the Project, the final report required by section 24 has been accepted by Grantor (Project Completion Date). The items specified herein must be completed no later than the date specified on page 2. No costs incurred after the Project Completion Date will be paid by Grantor and must be borne by Grantee.

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**24. Final Report and Final Invoice.** Grantee will submit one electronic copy of a final report of accomplishments, including pre-and post-Project photographs (Final Report). Photos submitted as part of the Final Report may not contain images of people unless Grantee has permission from those individuals to be depicted in the photo. The Final Report must also identify any Equipment with a unit cost of \$5,000 or more purchased with Grant Funds. Unless otherwise approved by Grantor, at the time of submission of the Final Report, Grantee shall ensure that all deliverables identified in Exhibit C – Work Plan have been provided to Grantor and, if not, provide them at the time of submission of the Final Report. The request for final disbursement of Grant Funds shall accompany the Final Report. At this same time, Grantee shall also submit an invoice separate from the final Disbursement Request for any remaining Retained Grant Funds.

The final Disbursement Request must include a budget summary of all cost share expenditures, as applicable. The Grant Manager will provide Grantee with a sample invoice template upon request.

In certain instances, Grantor shall specify the date by which a final Disbursement Request or request for remaining Retained Grant Funds must be received. In that instance, Grantee must submit those requests by that date or Grantor may not pay the request because funding may no longer be available.

**25. Long-term Management Period.** There is no Long-term Management Period for this planning grant.

**26. Unforeseen Circumstances.** During the Project Term and any Long-term Management Period, Grantee agrees to notify Grantor within 90 days if any element of the Project is not functioning as anticipated, of any natural disaster or other significant natural event including but not limited to fires and floods, and other factors outside of Grantee’s control that may adversely affect the Project. Grantee and Grantor shall work together cooperatively to address any such circumstances that impact the Project, including amending this Agreement, if at Grantor’s sole discretion, such amendment is necessary.

**27. Grant/Property as Security.** Grantee agrees that the Grant Funds shall not be used to secure loans or other monetary awards without written approval from Grantor, at its sole discretion. Such approval shall not be unreasonably withheld as long as the purposes for which the Grant Funds were awarded are maintained.

**28. Earned Income.** Grantee shall use any income earned by Grantee from use of the Project to further Project purposes or, if approved in writing by Grantor, for related purposes.

**29. Property as Mitigation.** Any Project improvements paid for by Grant Funds may not be used for Mitigation. If Grantee seeks to make additional improvements on the portion of Property improved by Grant Funds for the purposes of Mitigation, Grantee shall obtain prior written approval from Grantor, which may be granted at its sole discretion, provided, however, that under no circumstances shall the Property be used for any Mitigation that is inconsistent with or abrogates the purposes of the grant. If Grantor approves any Mitigation under this section, such approval shall be for the purposes of this Agreement only. Actual Mitigation requirements and conditions will be established and enforced by the authorities imposing them.

**30. Carbon Sequestration.** Grantee shall notify Grantor prior to establishing carbon credits or other emission offsets and shall ensure that the terms and conditions of this Agreement are taken into account

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when calculating the baseline/business as usual of the Project improvements or Property improved with Grant Funds for purposes of establishing carbon credits or other emission offsets proposed to be authorized, created, sold, exchanged or transferred.

**31. Grantee Responsible for Project.** The Project is the sole responsibility of Grantee. Grantor undertakes no responsibilities to Grantee, the Landowner, or any third party, other than as expressly set out in this Agreement. The responsibility for implementing the Project is solely that of Grantee, as is the responsibility for any claim or suit of any nature by any third party related in any way to the Project.

**32. Independent Capacity of Grantee.** Grantee, its members, officers, directors, employees, agents and representatives, shall act in an independent capacity in the performance of this Agreement and not as a partner, member, officer, agent, employee or representative of Grantor. Grantee acknowledges that Grantor is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement. Grantee shall secure all staff required to perform the services described in this Agreement and is responsible for withholding and paying employment taxes, insurance and deductions of any kind required by federal, state or local laws. Such personnel shall not be employees of or have any contractual relationship with Grantor.

**33. Qualified Grantee.** If Grantee is a non-profit organization, Grantee hereby represents that it is qualified under applicable provisions of the Internal Revenue Code, in good standing and in compliance with applicable laws of the State of California relating to non-profit organizations. Grantee must remain as such during the Project Term and any Long-term Management Period. If Grantee is a Native American tribe, Grantee hereby represents that it is federally recognized. Tribal grantees must remain as such during the Project Term and any Long-term Management Period. Grantees must notify Grantor if their status changes during the Project Term and any Long-term Management Period.

**34. Permits and Compliance with Laws.** Grantee is responsible for obtaining and maintaining through the Project Term and any Long-term Management Period all necessary licenses, permits and approvals for the Project (including, but not limited to, its construction, management, monitoring, operation, use and maintenance), and complying with all federal, state and local statutes, laws, regulations, ordinances, orders and other governmental and quasi-governmental requirements that apply to the Project. Costs associated with permitting may be reimbursed under this Agreement only if approved in Exhibit B - Budget.

**35. Cost Share.** Grantee is encouraged to seek additional funding from sources other than Grantor. Cost share is an obligation of Grantee unless otherwise agreed to by Grantor. In its Full Application, Grantee shall have disclosed all proposed funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. If Grantee obtains funding that is identified as having been applied for from another source in the Full Application or obtains funding from a source not identified in the Full Application at any time before the Project Completion Date, Grantee must notify Grantor and submit a new budget in the same form as Exhibit B – Budget for approval by Grantor. Grantee agrees that the funding provided under this Agreement shall not be used as cost share for other grants without written approval from Grantor provided at Grantor’s sole discretion. If Grantee obtains funding from any source other than Grantor for the Project funded by this Agreement, it is a violation of this Agreement for Grantee to bill Grantor for the portion of any costs billed to any other source. As between Grantor

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and Grantee, Grantee shall be responsible for any and all costs that exceed the amount of the Grant Funds provided under this Agreement.

In the event that the Project is completed for less than the costs estimated in Exhibit B – Budget and there are other fund sources for the Project, Grantee agrees that it will bill Grantor at the same discounted rate as any other fund source.

**36. Budget Transfers and Contingency Funding.** If costs identified in budget categories contained in Exhibit B – Budget will or are projected to be higher than estimated and Grantee seeks to offset these higher costs by lower costs in other budget categories, Grantee shall submit a Budget Shift Request form, which may be obtained from the Grant Manager to Grantor to approve a shift of funds between such budget categories. The budget category for Contingencies, if any, shall be used only upon written approval by Grantor and made at Grantor’s sole discretion. Any request for budget transfer or use of Contingency funding shall only be approved where the funds will or have been used consistent with the purposes of the grant. Grantor shall approve or deny a requested budget revision or use of Contingency funding in writing.

**37. Indirect Costs.** Indirect costs are limited to 15% of the total Grant Funds. Any amount of Indirect Costs over 15% may be used as cost share. If Grantee seeks to recover Indirect Costs, this item must be included as a line item in Exhibit B - Budget. Any cost that is billed as a direct cost may not be included as an Indirect Cost. It is the responsibility of Grantee to keep documentation for all Indirect Costs claimed in Exhibit B – Budget, including Grantee’s calculation used to determine the rate, and to keep backup documents in audit-ready files. The 15% cap on Indirect Costs shall not apply when Grantee is a federally recognized tribe that has an approved Federal Indirect Cost Rate or when Grantor is passing through federal grant funds to a grantee that has an approved Federal Indirect Cost Rate. In those instances, Grantor will pay the approved Federal Indirect Cost Rate upon receipt of satisfactory evidence of the approved rate.

**38. Subcontracts.** All agreements between Grantee and any third party (hereinafter “Subcontract”) related to the Project for over \$10,000 must be in writing and contain language that establishes the right of the auditors of the State of California to examine the records of the third party relative to the goods, services, equipment, materials, supplies, or other assistance provided to Grantee for the Project. They must also include the provisions required in section 47f. All such records shall be retained for 3 years from the date of completion of the work covered by the Subcontract. Grantee shall provide a complete copy of each Subcontract over \$10,000 to Grantor within 60 days of its execution.

Nothing contained in this Agreement or otherwise shall create any contractual relation between Grantor and any Subrecipient, and no contract or subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to Grantor for the acts and omissions of its Subrecipients and of persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee’s obligation to pay its Subrecipients is an independent obligation from Grantor’s obligation to make payments to Grantee. As a result, Grantor shall have no obligation to pay or to enforce the payment of any monies to any Subrecipient.

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**39. Equipment.** Only Equipment that is identified in the Full Application may be purchased using Grant Funds. If Grantee determines that the purchase of Equipment other than what is included in the Full Application is essential to the Project, Grantee must obtain prior written approval to do so, and may be provided at Grantor’s sole discretion.

Equipment with a unit cost of \$5,000 or more shall be identified in Grantee’s Final Report except for Equipment that has become permanently affixed to the Property as part of the Project. Grantor will make a determination on the final disposition of the purchased Equipment with a unit cost of \$5,000 or more.

**40. Insurance.** Unless otherwise specified in the Agreement, prior to the Project Start Date, Grantee shall furnish to Grantor either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for Grantee of not less than \$1,000,000 per occurrence for bodily injury, property damage, motor vehicle liability and workers’ compensation coverage. Grantee agrees to make the entire insurance policy available to Grantor upon request. The certificate of insurance will include provisions a, b and c, in their entirety:

- a. The insurer will not cancel the insured’s coverage without thirty (30) days prior written notice to Grantor;
- b. The State of California (State) and Grantor, their officers, agents, employees, and servants are included as additional insureds for all activities carried out pursuant to this Agreement; and
- c. The State and Grantor will not be responsible for any premiums or assessments on the policy.

Grantee agrees that the insurance herein provided for shall be in effect at all times during the Project Term and any Long-term Management Period. In the event Grantee fails to keep in effect the insurance coverage as herein provided, Grantor may, in addition to any other remedies it may have, suspend, or terminate this Agreement.

The insurance required above shall cover all of Grantee’s personnel and equipment used in the performance of this Agreement.

When applicable, if Subrecipients performing work under this Agreement do not have insurance equivalent to the above, Grantee’s policy shall provide such coverage for the Subrecipient.

**41. Amendment.** Any request by Grantee for an amendment to this Agreement must be made using the Amendment Request form, which may be obtained from the Grant Manager, stating the requested amendment and the reason therefor. Amendments will be approved at the sole discretion of Grantor. This Agreement may be modified only by a written amendment signed by Grantor and Grantee. The Landowner must execute amendments when the Landowner will be affected by the amendment. Other than a formal amendment, no oral or written understanding or agreement shall be binding on the Parties. Any subsequent amendments to this Agreement are incorporated by reference as though set forth in full herein. Notwithstanding the foregoing, no amendment is needed to change a designated contact pursuant to section 7.

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The previous paragraph notwithstanding, Grantor reserves the right to amend this Agreement without the consent of Grantee, should Grantor determine that it is necessary to do so to ensure consistency between the provisions of this Agreement and related documents.

**42. Assignment or Transfer by Grantee.** Except as provided in section 44 regarding change in owner, this Agreement is not assignable or transferable by Grantee, either in whole or in part, without the prior written consent of Grantor which Grantor may grant or withhold at Grantor's sole discretion. Any assignment or transfer must be in writing and may be required to be recorded.

**43. Notice of Agreement.** The terms, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their personal representatives, heirs, successors and assigns and, where Grant Funds will be used on the Property, shall continue as a servitude running with the Property for the Project Term and any Long-term Management Period.

If Grant Funds will be used to restore, enhance, or improve the Property, Grantee and Landowner, if different than Grantee, each agrees to sign, have acknowledged by a Notary Public and deliver to Grantor for recording a separate document, in a form substantially as shown in Exhibit E – Notice of Unrecorded Grant Agreement, to provide constructive notice of this Agreement.

**44. Notice of Change in Ownership of Land.** This Agreement shall not prevent the transfer of the Property or interests therein by the Landowner. Grantee and/or Landowner shall provide written notice to Grantor 90 days prior to any change in ownership of the Property. Such notice shall include information regarding the type of proposed transfer (e.g. fee simple, transfer of partial interest, leasehold interest, water right) and the name of the proposed transferee. Upon such receipt, Grantor may determine that the obligations of Grantee and/or Landowner under the Agreement need to be assigned to the proposed transferee. Grantee and/or Landowner shall work with Grantor to execute any necessary assignment and assumption agreements regarding the Agreement.

**45. Resolution of Disputes.** The Grant Manager has initial jurisdiction over each controversy arising under or in connection with the interpretation or performance of this Agreement including disbursement of Grant Funds. Grantee will diligently pursue with the Grant Manager a mutually agreeable settlement of any such controversy.

If the controversy cannot be resolved between Grantee and the Grant Manager, Grantee must direct the grievance together with any evidence, in writing, to Grantor's Executive Director. The grievance must state the issues in the dispute, the legal authority or other basis for Grantee's position and the relief sought.

The Executive Director or their designee shall meet with a representative of Grantee to review the issues. A written decision signed by the Executive Director or designee shall be returned to Grantee within twenty (20) working days of the conclusion of this meeting. The decision of the Executive Director or designee shall be final.

Grantee shall continue with its responsibilities under this Agreement during any dispute unless Grantor issues a notice of suspension/stop work order pursuant to section 47.



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**46. Breach by Grantee.** Except as provided herein, in the event of a Breach of Grantee’s obligations under this Agreement that Grantor intends to enforce, Grantor shall give notice to Grantee describing the Breach. If Grantee does not cure the Breach within the time set in Grantor’s notice, which may be extended at the discretion of Grantor if Grantee is diligently pursuing the cure, Grantee shall be in Default of this Agreement. Grantor shall have the sole discretion to determine if this provision providing notice and an opportunity cure will apply. In the event that Grantor has determined there is a need to seek a remedy for violation of the Agreement without notice and opportunity to cure because the violation is uncurable, it may do so, and Grantee shall be in Default of this Agreement.

**47. Termination or Suspension of Agreement.**

a. Termination before Project Commencement. Before the Project commences (i.e. costs incurred and payments disbursed), either Party can terminate this Agreement for any reason by providing the other Party with 30 days written notice.

b. Termination by Mutual Consent. During the Project Term and the Long-term Management Period, this Agreement can be terminated at any time by mutual written consent of both Parties. Upon mutual termination, both Parties will work cooperatively to resolve any outstanding financial obligations and bring the work specified in this Agreement to closure.

c. Termination for Cause. During the Project Term and any Long-term Management Period, if Grantor determines Grantee has made a material misrepresentation, violated this Agreement, failed to fulfill its obligations under this Agreement, is in Default or otherwise determines there is cause to do so, including Grantor’s determination that funds are unavailable as described in section 11, Grantor can terminate this Agreement by providing Grantee with a written notice of termination specifying the date of termination (Notice of Termination).

d. Grantee’s duties upon Termination. In the event of termination by mutual consent, on the date mutually agreed upon, or on the date specified in the Notice of Termination, Grantee shall stop work under this Agreement and take all reasonable measures to prevent further costs under this Agreement. Grantee shall immediately provide Grantor with an accounting of all funds received under this Agreement and return any Grant Funds, including but not limited to Advance Payments, received under this Agreement which have not been previously expended to provide the services outlined within this Agreement. At its discretion, Grantor may reimburse to Grantee any eligible, reasonable, and non-cancelable obligations and costs incurred by Grantee in the performance of this Agreement prior to termination, but only up to the undisbursed balance of funding authorized in this Agreement. Except when Grantor issued a Notice of Termination because funds were unavailable pursuant to section 11, in the event of a Notice of Termination, Grantee shall be liable for prompt repayment of all amounts disbursed under this Agreement, including Advance Payments, plus accrued interest and any further costs related to the Project. (Interest shall be calculated at the rate(s) earned by the State’s Pooled Money Investment Account from the date of disbursement to the date of repayment, compounded monthly.) Grantor may, at its sole discretion, consider extenuating circumstances, including whether Grantee’s failure to fulfill its obligations was due to no fault of Grantee, and may waive Grantee’s obligation to repay, in whole or in part. This paragraph shall not be deemed to limit any other remedies Grantor may have for Grantee’s failure to complete the Project in accordance with the terms of this Agreement.

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e. Suspension/Stop work orders. Grantor may suspend this Agreement at any time upon reasonable written notice to Grantee. Any notice suspending work under this Agreement shall remain in effect until Grantor authorizes work to resume by giving further written notice to Grantee. In the event of a suspension, Grantee shall immediately stop work under this Agreement and take all reasonable measures to prevent further costs to Grantor under this Agreement. At its discretion, Grantor may reimburse to Grantee any eligible, reasonable and non-cancelable obligations and costs incurred by Grantee in the performance of this Agreement prior to suspension, but only up to the undisbursed balance of funding authorized in this Agreement.

f. Notice to Subrecipient of Termination and Suspension. Grantee shall include in any written agreement with any Subrecipient retained for work under this Agreement a provision that entitles Grantee to suspend or terminate the agreement with the Subrecipient with written notice and on the same terms and conditions specified in this section.

**48. Specific Performance for Grantee's Default.** In the event of a Default by Grantee, in addition to any and all other remedies available at law or in equity, Grantor may seek specific performance of this Agreement. Grantee agrees that specific performance is an appropriate remedy because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by Grantor by way of Grant Funds under the provisions of this Agreement. Grantee agrees that payment by Grantee to Grantor of an amount equal to the amount of the Grant Funds disbursed under this Agreement by Grantor would be inadequate compensation to Grantor for any Breach by Grantee of this Agreement.

**49. Other Remedies for Grantee's Default.** In the event of a Default by Grantee, in addition to any and all other remedies available at law or in equity, Grantor may withhold Grant Funds from Grantee or may require reimbursement of Grant Funds, including Advance Payments, that were disbursed.

**50. Reimbursement Formula for Grantee's Default.** In the event of a Default by Grantee, in addition to any and all other remedies available at law or in equity, Grantor may require Grantee to reimburse the Grant Funds to Grantor in an amount determined by application of the following Reimbursement Formula.

Formula: Dollar amount of Grant Funds divided by Long-term Management Period, times the number of years remaining in the Long-term Management Period.

Example: Grantor grants \$50,000 to Grantee for the restoration and enhancement of wetland and riparian habitat and the Long-term Management Period is 25 years. With 10.5 years remaining on the Long-term Management Period, Grantee is in Default under the Agreement. The reimbursement amount would be \$21,000, calculated as follows:

$$(\$50,000 \div 25 \text{ years}) \times 10.5 \text{ years} = \$21,000$$

Reimbursement shall be due from Grantee immediately upon written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that the reimbursement becomes due until it is actually received by Grantor.

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**51. Cost Recovery.** Any costs incurred by Grantor, where Grantor is the prevailing party, in enforcing the terms of this Agreement, including but not limited to costs of suit, attorneys' and experts' fees, at trial and on appeal and costs of enforcing any judgment, shall be borne by Grantee.

**52. Indemnification.** To the fullest extent permitted by law, Grantee shall indemnify, protect, defend and hold harmless Grantor, the State of California and their respective members, officers, agents, employees and representatives, from and against any and all claims, demands, damages, losses, costs (including attorneys' fees), expenses and liability of any nature, including, but not limited to, suits filed under the California Environmental Quality Act, (hereafter "Claims") arising out of or incident to the Project, Grantee's entry upon and use of the Property and the performance of, or failure to observe or perform, any obligations of Grantee under this Agreement. This obligation shall run in perpetuity. The obligations of Grantee under this section include, without limitation, Claims resulting from the generation, use, storage, disposal, release or threatened release of any hazardous or toxic substance, material or waste; petroleum or petroleum products and other substances that present a threat to human health or the environment.

**53. Grantee's Waiver.** Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from Grantor, its officers, agents or employees for any liability arising from, growing out of or in any way connected with this Agreement, except claims arising from the gross negligence of Grantor, its officers, agents and employees.

If Grantee is a public entity, Grantee waives any right to contribution and indemnity from Grantor and/or the State of California arising under Government Code sections 895.2 and 895.6 in connection with this Agreement.

**54. Waiver of Agreement Terms.** - Enforcement of the terms of this Agreement by Grantor shall be at the discretion of Grantor, and any forbearance by Grantor to exercise its rights under this Agreement shall not be deemed or construed to be a waiver of such term or of any subsequent Breach of the same or any other term of this Agreement or any of the rights of Grantor under it. No term or provision hereof will be considered waived by Grantor, and no Breach is excused or consented to Grantor, unless such waiver or consent is in writing and signed by Grantor.

**55. Accounting and Records.** Grantee shall maintain complete and accurate records of its Project Costs with respect to activities under this Agreement, in accordance with Exhibit A of the Grant Guidelines and Generally Accepted Accounting Principles published by the Financial Accounting Standards Board, and shall retain said records for at least three years after final disbursement by Grantor, unless a longer retention period is specified in writing by Grantor.

**56. Audits.** During the three-year period after final disbursement, unless a longer retention period has been specified by Grantor, Grantee shall make, or cause to be made, records relating to this Agreement available to Grantor or other duly authorized representatives of the State of California for inspection, copying and audit purposes during normal business hours. Records may be required to be disclosed electronically if so requested by Grantor or its representative. The audit shall be confined to those matters connected with this Agreement, including but not limited to administration and Indirect Costs. Further, the Department of Finance or its designee may audit any Advance Payments received by

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Grantee and Subrecipient, and Grantee and Subrecipient shall cooperate fully with the audit including, but not limited to, providing access to its staff, books, records, accounts or other materials as requested.

In the event of a negative audit finding, including expenditures not properly documented or not allowed, Grantee may be required to take action specified in or consistent with the audit finding, including repayment of Grant Funds.

**57. Labor Code.** Grantee's implementation of the Project must comply with the California Labor Code (unless an exemption therefrom applies.) Projects funded in whole or in part with Grant Funds may be a public work under the Labor Code (See e.g. section 1720 et seq.) Labor Code compliance may require the payment of prevailing wage. Grantee is responsible for Labor Code compliance, and Grantor does not provide advice about Labor Code compliance.

**58. Business and Professions Code.** Grantee's implementation of the Project must comply with the California Business and Professions Code. Grantee shall be responsible for obtaining the services of an appropriately licensed professional if required by the Business and Professions Code, including but not limited to section 6700 et seq. (Professional Engineers Act) and section 7800 et seq. (Geologists and Geophysicists Act). Grantor does not provide advice about Business and Professions Code compliance.

**59. Rights in Data.** Grantee agrees that all data, studies, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of Grantor and the State of California (State) as set forth in this section. Grantor and the State shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever, except commercial purposes, and to authorize others to do so. If any such work is copyrightable, Grantee may copyright the same, except that, as to any work which is copyrighted by Grantee, Grantor and the State reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish and use such work, or any part thereof, and to authorize others to do so.

**60. Data Collection and Documentation.** If data collection is part of the Project, Grantee, its employees, agents, volunteers and Subrecipients are responsible for ensuring that Project data are collected using peer-approved methods, undergo a quality control and accuracy assessment process, include metadata that meet the California Department of Fish and Wildlife's minimum standards that can be found at [Metadata Guidelines \(ca.gov\)](#), include documentation of the methods and quality assessments utilized and are properly stored and protected until the Project has been completed and data have been delivered to Grantor, if such delivery is required by this Agreement.

**61. Use of Intellectual Property and Conditions of Use.** Grantee agrees that any photo, video or other documentation submitted to Grantor pursuant to this Agreement is the property of Grantee and Grantee has permission to use the image of any individual contained therein. If a photo, video or other documentation is not the property of Grantee, Grantee must have both the permission to use the photo, video or other documentation and to make the following grant of use. Grantee hereby grants Grantor and the California Department of Fish and Wildlife (CDFW) the permission to use, reproduce, publish or display the photo, video or other documentation in any manner by Grantor or CDFW free of charge for the purposes of public information, education and outreach, in perpetuity. The material submitted shall not be used for commercial purposes. If any submitted material is subject to copyright, trademark,

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service mark or patent held by Grantee, Grantor and CDFW are hereby granted and shall have a perpetual, royalty-free, non-exclusive and irrevocable license to use, reproduce, publish or display such material.

**62. Conflicts of Interest.** Grantee represents that no officer, agent, or employee of Grantor shall, for compensation or personal benefit, serve as an agent or employee of Grantee in the performance of the Project. Grantor represents that any individual who has participated in the review of the Project or the preparation or creation of this Agreement on behalf of Grantor is ineligible to receive funds or personally benefit in any way from the Grant Funds.

**63. Non-Discrimination.** During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, reproductive health decision making, genetic information, marital status, age, sex, gender, gender identity, gender expression, sexual orientation or use of family-care leave, medical-care leave or pregnancy-disability leave or military and veteran status. Grantee shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Grantee shall comply with the provisions of the Fair Employment and Housing Act (FEHA; Government Code Section 12900 et seq.) and applicable regulations (California Code of Regulations, Title 2, Section 110000 et seq.) The regulations of the Fair Employment and Housing Commission regarding implementing FEHA are incorporated by reference into this Agreement and made a part hereof as if set forth in full. Grantee shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Grantee has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Grantee shall also include the nondiscrimination and compliance provisions of this Agreement in all contracts and subcontracts related to the Project.

**64. Executive Order N-6-22 – Russia Sanctions.** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-ExecutiveOrder.pdf>. Grantee represents that it is in compliance with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>). If this grant is for greater than \$5 million, the EO requires that Grantee report to Grantor regarding compliance with the economic sanctions imposed by the federal and state governments. The form and information regarding this report can be found at <https://www.dgs.ca.gov/-/media/Divisions/OLS/Ukraine-Russia/EO-N-6-22-April-22-2022-Joint-Memo.pdf>

**65. Drug-Free Workplace Certification.** By signing this Agreement, Grantee hereby certifies that Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

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- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace and specifying actions to be taken against employees for violations of this prohibition.
- b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
  1. the dangers of drug abuse in the workplace;
  2. the person's or organization's policy of maintaining a drug-free workplace;
  3. any available counseling, rehabilitation, and employee assistance programs; and,
  4. penalties that may be imposed upon employees for drug abuse violations.
- c. Provide that every employee who works on the Project:
  1. will receive a copy of the company's drug-free policy statement; and,
  2. will agree to abide by the terms of the company's statement as a condition of employment on the Project.

In addition to other remedies contained herein, Grantee may be ineligible for award of any future state contracts if Grantor determines that any of the following has occurred: (1) Grantee has made false certification or (2) Grantee violates the certification by failing to carry out the requirements as noted above.

**66. Union Organizing.** By signing this Agreement, Grantee hereby acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing;
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure;
- c. Grantee shall, where state funds are not designated as described above, allocate, on a pro-rata basis, all disbursements that support the grant program; and
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

**67. Entire Agreement.** This Agreement, including the attached Exhibits and documents incorporated by reference, constitutes the entire Agreement between the Parties hereto relating to the Project.

**68. Severability.** If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, that shall not affect any other provision of this Agreement or applications of the Agreement that can be given effect without the invalid or unenforceable provision or application. To this end the provisions of this Agreement are severable.

**69. Further Acts by Legislature or Governor.** This Agreement is subject to any additional statutes, restrictions, limitations or conditions enacted by the Legislature or Executive Order which may affect the provisions, terms or funding for this Agreement in any manner and Grantor has the right to amend this Agreement to reflect any such further acts. Grantor will not be liable for any costs or damages incurred by Grantee based on the circumstances described in this section.

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**70. Time of the Essence.** Time is of the essence with respect to the Project Completion Date. Where other dates or timelines have been specified, Grantor, at its sole discretion, may modify those dates in writing without an amendment to this Agreement.

**71. Choice of Law.** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

**72. No Third-Party Beneficiaries.** Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement, and no one other than the Parties themselves may enforce any of the rights or obligations created by this Agreement.

**73. Headings.** Headings within this Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

**74. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**75. Electronic Signatures.** The Parties agree to accept electronic signatures (as defined in Section 1633.2 of the California Civil Code), faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

**76. Exhibits.** Each of the Exhibits referenced in this Agreement is incorporated by reference as though set forth in full herein. The following Exhibits are attached to this Agreement:

- Exhibit A – Location Map
- Exhibit B – Budget
- Exhibit C – Work Plan

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**IN WITNESS WHEREOF**, the undersigned parties have executed this Agreement.

GRANTOR  
STATE OF CALIFORNIA  
WILDLIFE CONSERVATION BOARD

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jennifer M. Norris, PhD  
Executive Director

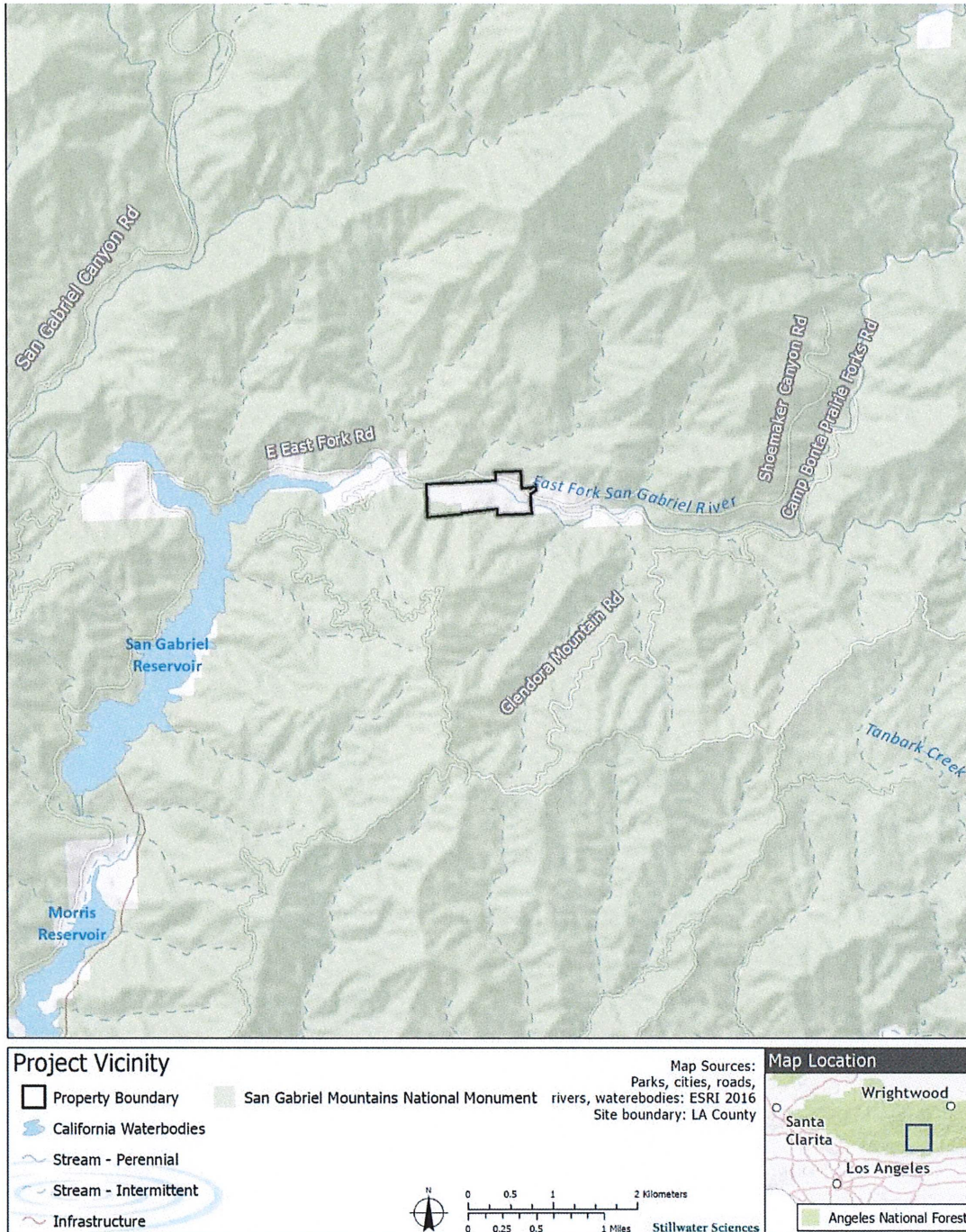
GRANTEE  
CITY OF INDUSTRY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joshua Nelson  
City Manager



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### EXHIBIT A – Location Map



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EXHIBIT B – Budget

| Project Task                      | WCB         | Non-WCB Funds | Totals      |
|-----------------------------------|-------------|---------------|-------------|
| Project Management                | \$269,600   | \$400,000     | \$669,600   |
| Site Activation & Master Planning | \$458,400   | \$34,000      | \$492,400   |
| Design & Permitting               | \$1,352,000 | \$745,600     | \$2,097,600 |
| Conservation Easement             | ---         | \$51,300      | \$51,300    |
| Total                             | \$2,080,000 | \$1,230,900   | \$3,310,900 |

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## EXHIBIT C – Work Plan

The Project’s main objectives are to 1) restore aquatic, riparian, and upland habitat for special-status species and priority habitat types, including critical habitat for the Santa Ana sucker; 2) develop and initiate environmental education programs to serve disadvantaged communities from the San Gabriel Valley and support the mission of the San Gabriel Mountains National Monument; and 3) convert commercially and residentially zoned parcels to permanent conservation. This will be achieved through the production of a site masterplan, 100% design documents for masterplan elements, creation of a stewardship program, and completion of a conservation easement.

### Task 1: Project Management

This task includes project coordination with team and agencies, and administrative functions. Grantee will administer the grant and manage subcontractors for the duration of the Project and will provide quarterly progress reports and invoices to Grantor as appropriate. A Final Report of accomplishments will be submitted at the end of the grant term.

### Task 2: Site Activation & Master Planning

This task will result in an overall plan for the 118-acre site, including a long-term vision, phasing, entitlement strategy, and physical site plan combining restoration, educational, environmental stewardship, Gabrieleño cultural, and access program elements. To ensure effective integration across the complex ecological, design, and social factors, a Technical Advisory Committee (TAC) of local experts in wildlife and ecological management, stream flow restoration, National Monument matters, and environmental education and access will be convened to support the Project. The TAC will provide input into the planning and design process at four key project milestones; Visioning, Concept Development and Phase 1 Design Crossing Site Selection, 35% Designs and 65% Designs. In addition, the site will be activated through litter removal activities and sign installation to establish a management presence and begin to foster a sense of stewardship within the community. Outreach will also address ongoing challenges with unauthorized site access and impacts and wildfire reduction, preparedness, and post-fire strategies.

#### 2a. Programmatic Restoration Planning:

This subtask will define long-term, site-wide restoration goals and targets. Reconnaissance-level surveys will be conducted to inform the restoration planning. Restoration planning will address, at minimum:

- A plan for restoration of natural fluvial geomorphological processes to promote natural aquatic habitat complexity through the removal of fill/bank armoring in floodplain;
- Preferred alternative for bridge and low water crossing that will accommodate fish passage, natural fluvial geomorphological processes, and accommodate the preferred site access plans, which may include vehicular crossing;
- Restoration/re-design of existing engineered drainage facilities and culverts;
- Demolition plan for abandoned structures, roads, existing bridge, and low water crossing;
- Revegetation of formerly cleared and developed areas;
- Five-year stewardship strategy for litter removal;

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- Long-term adaptive management, stewardship, and climate resilience strategy.

2b. Environmental Education and Sustainable Access Planning:

This subtask will define program elements, long-term operations, and preferred public access facilities. Access planning will address, at minimum:

- Preferred master plan alternative for long-term site uses;
- Phasing strategy including location of educational and supporting facilities;
- Recreation management strategy including unauthorized access control measures;
- Environmental education and Gabrieleño cultural programs;
- Vehicular and trails circulation plan, parking strategy;
- Entry monumentation, environmental graphics, and bilingual signage;
- Operations and maintenance.

2c. Pre-project Implementation:

Grantee will partner with a local conservation corps or environmental community organization to implement both the five-year plan for litter removal and the installation of multi-lingual signage. The litter removal plan will include monthly litter removal activities during the extended summer season and will encompass both the floodplain and stream channel, approximately 15 acres of floodplain and 3,500 feet of stream channel. The first three years of litter removal will be completed during the grant term, while years 4 and 5 will be funded by the City of Industry or partners through mutual aid agreements. This task includes sign designs, agency coordination, fabrication and installation of bilingual signage, security, and site-specific educational messaging on river restoration awareness.

Task 3: Design and Permitting

Designs for priority actions will be developed, from conceptual to 100%, for the three primary Project components: Restoration Design, Bridge Design, and Environmental Education/Sustainable Public Access Design. A Basis of Design Report inclusive of the three project components will be drafted for each design phase. The 35% BOD will focus on the existing conditions assessment and will provide sufficient information on the conceptual elements of restoration to guide the next stages of design. Feedback from the TAC on the 35% BOD and designs will be addressed in the 65% BOD. The 65% design phase BOD will be oriented toward a regulatory audience detailing the specifications of the designs and their alignment with engineering standards, laws pertaining to special-status species, safety, National Monument visual objectives, water resource protection, wildlife management, a restoration and monitoring plan, etc. The 90% BOD Report will describe the refinements made on the 65% design, 90% design processes, descriptions of project permits and permit conditions.

3a. Restoration Design:

Priority restoration actions identified in the Site Master Planning process will be taken to 100% design plans and documentation. A Restoration and Monitoring Plan will be prepared for ecological restoration of aquatic, floodplain, and upland habitat. The Plan will address implementation, maintenance, and monitoring of the 5- to 10-year post-Project establishment period.

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3b. Bridge and Low Water Crossing Design:

The preferred alternatives for crossings placement and design will be taken to 100% design plans and documentation. The bridge will be designed to accommodate vehicular traffic, 100-year flood flows, and sediment transport. The low-water crossing will be re-designed to allow fish passage and natural geomorphic processes. Hydrologic and sediment analyses will be performed to support the understanding of flood frequencies and extents, and implications for channel morphology and aquatic habitat complexity for native fishes.

3c. Public Access Design:

The preferred alternatives for sustainable access and educational program facilities will be taken to 100% design plans and documentation. This subtask includes design of a gathering area, interpretive signage, parking, and associated sustainable access features. It also includes design of measures to control unauthorized access to the site.

This task includes the preparation and submission of a draft and final CEQA document with Grantee as the Lead Agency. Working closely with CDFW and based on site plan specifics determined in Task 2, Grantee will also explore Statutory Exemption for Restoration Projects (SERP) and other streamlined permitting processes. A permitting matrix and timeline will be prepared. Anticipated permits include the U.S. Army Corps of Engineers (USACE) (CWA 404), CDFW (SAA 1602), RWQCB (CWA 401), and USFWS (BA).

Task 4: Conservation Easement (Non-WCB Task)

Grantee will secure permanent conservation, sustainable access, and environmental education uses on residential and commercial zoned parcels necessary for the implementation of the Project through a conservation easement. This task is funded by the Grantee and will include any planning, meetings, and due diligence necessary to secure the conservation easement.

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| <b>Task</b>                       | <b>Deliverable</b>   | <b>Estimated Completion Date</b> |
|-----------------------------------|--|----------------------------------|
| Project Management                | Invoices and Progress Reports  | Quarterly during grant term      |
|                                   | Executed Subcontracts > \$10,000   | As available                     |
|                                   | Final Project Report and Final Invoice   | October 30, 2027                 |
| Site Activation & Master Planning | Photos of signage installed  | September 2025                   |
|                                   | Site Master Plan Document  | September 2025                   |
| Design & Permitting               | 35%, 65%, 90% and 100% Design Plans for:<br>Restoration<br>Crossings<br>Public Access  | April 2027                       |
|                                   | 35%, 65%, and 90% Basis of Design reports for:<br>Restoration<br>Crossings<br>Public Access<br>(with appendices of modeling results, geotechnical, structural reports) | April 2027                       |
|                                   | CEQA document  | September 2027                   |
|                                   | Permitting matrix with estimated approval dates  | September 2027                   |
| Conservation Easement             | Permanent Conservation Easement  | September 2027                   |

*CITY COUNCIL*

ITEM NO. 7.1

**RESOLUTION NO. CC 2024-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDUSTRY, CALIFORNIA, APPOINTING \_\_\_\_\_ TO FILL A VACANCY IN THE OFFICE OF CITY COUNCILMEMBER, IN ACCORDANCE WITH THE PROVISIONS OF MUNICIPAL CODE SECTION 2.04.020**

**RECITALS**

**WHEREAS**, Mayor Pro Tem Catherine Marcucci was elected to the City Council in 2017, and after a long and courageous battle with cancer, Mayor Pro Tem Marcucci passed away on April 26, 2024. Throughout her tenure, she demonstrated exemplary leadership, championing causes that uplifted the lives of the City's citizens, and those in the surrounding communities. Mayor Pro Tem Marcucci was an avid animal lover, and spearheaded efforts to establish the first no-kill animal rescue in the San Gabriel Valley, leaving an enduring legacy of compassion and kindness. She will always be remembered as an unwavering champion for the community and compassionate leader; and

**WHEREAS**, given the passing of Mayor Pro Tem Marcucci, there now exists a vacancy in her City Council office; and

**WHEREAS**, Municipal Code Section 2.04.020 requires that within 30 days of a vacancy in the office of City Councilmember, the City Council must either call a special election to fill the vacancy, or fill the vacancy by appointment; and

**WHEREAS**, the City Council has determined that it would be in the City's best interests to fill the vacancy on the City Council by appointment; and

**WHEREAS**, all legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDUSTRY DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:**

**SECTION 1.** The City Council finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

**SECTION 2.** Pursuant to the provisions set forth in Municipal Code Section 2.04.020, the City Council hereby appoints \_\_\_\_\_ to fill the vacancy created by the passing of Councilmember Catherine Marcucci, and who shall hold office for the unexpired balance of the term of office.

**SECTION 3.** The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses,



sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

**SECTION 4.** That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Industry at a special meeting held on May 16, 2024 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

\_\_\_\_\_  
Cory C. Moss, Mayor

**ATTEST:**

\_\_\_\_\_  
Julie Gutierrez-Robles, City Clerk