

Exhibit 2: Partner MOA for WERC

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BOB GEYER

RESOLUTION NO. 34-03 (CM)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATSONVILLE APPROVING MEMORANDUM OF AGREEMENT FOR WETLANDS EDUCATION AND RESOURCE CENTER BETWEEN THE CITY OF WATSONVILLE, THE PAJARO VALLEY UNIFIED SCHOOL DISTRICT (PVUSD), AND THE WATSONVILLE WETLANDS WATCH (WWW) FOR THE CONSTRUCTION OF A WETLANDS EDUCATION AND RESOURCE CENTER (WERC) AT THE NEW PAJARO VALLEY HIGH SCHOOL AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAME

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE, CALIFORNIA, AS FOLLOWS:

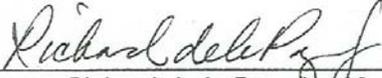
1. That the Memorandum of Agreement for Wetlands Education and Resource Center (WERC), attached hereto and incorporated herein by this reference, is fair and equitable and is hereby ratified and approved, between the City of Watsonville, the Pajaro Valley Unified School District, and Watsonville Wetlands Watch for the construction of a Wetlands Education and Resource Center at the new Pajaro Valley High School.

2. That the City Manager be and is hereby authorized and directed to execute Memorandum of Agreement for and on behalf of the City of Watsonville.

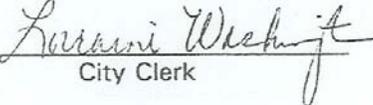
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The foregoing resolution was introduced at a regular meeting of the City Council of the City of Watsonville, held on the 11th day of February, 2003, by Council Member Phares, who moved its adoption, which motion being duly seconded by Council Member Rivas, was upon roll call carried and the resolution adopted by the following vote:

AYES:	COUNCIL MEMBERS:	Gomez, Lopez, Phares, Rivas, de la Paz
NOES:	COUNCIL MEMBERS:	Skillicorn, Doering-Nielsen
ABSENT:	COUNCIL MEMBERS:	None


Richard de la Paz, Jr. Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:

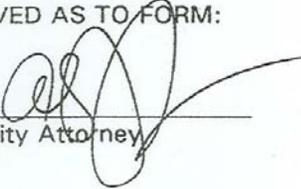

City Attorney

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Memorandum of Understanding For Wetlands Education and Resource Center (WERC)

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 1st day of FEB., 2003, by and between the City of Watsonville, a municipal corporation (City), the Pajaro Valley Unified School District (District), a political subdivision of the State of California, and Watsonville Wetlands Watch (WWW), a corporation.

1.0 Recitals

WHEREAS, the undersigned organizations are interested in providing quality wetlands educational opportunity to students and the general public, and

WHEREAS, each of the undersigned organizations now independently conducts wetlands and watershed educational programs for the public, and

WHEREAS, each of the undersigned organizations desires to work cooperatively to plan, develop and construct a dedicated facility in which to conduct such programs, and

WHEREAS, each of the undersigned organizations desires to work cooperatively to plan, develop and conduct wetlands educational programs at such new facility.

Now therefore the undersigned agree as follows:

2.0 Purpose

The purpose of this MOU is to set forth a general understanding between City, District and WWW about how each will work cooperatively with the other and with third parties to plan, develop and construct a dedicated facility and then to implement programs to provide quality wetlands educational opportunities for students and other members of the community.

3.0 Scope

The undersigned agree to work cooperatively to develop architectural plans and specifications for a temporary and permanent Wetlands Education and Resource Center (WERC) to be developed on the lands of District and to seek approval from the Department of the State Architect, to secure AB 16' and other funding to help pay for the development and construction of the WERC and to secure all approvals and permits necessary for the approval, construction and use of the WERC. The WERC shall consist of the freestanding 2,250 square foot WERC classroom, office and lab building plus a shade structure and greenhouse and associated utility services.

1. Hertzberg. Education facilities: Kindergarten-University Public Education Facilities Bond Acts of 2002 and 2004. Part 68.2 (commencing with Section 100800) of the California Education Code.

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District agrees to make available 9,000 square feet of land in the general area set forth in Exhibit "A" for the WERC. A general diagram of the WERC is attached and identified as Exhibit B. This 9,000 square feet of land is located within the existing approved building envelope for the Pajaro Valley High School. This land will be made available for installation of the WERC. Provided all approvals requested from the City of Watsonville, the Department of State Architect (DSA), the State Department of Education (SDE), and any other necessary reviewing agencies are obtained to allow construction of the WERC, District agrees to make every reasonable effort during the construction of the Pajaro Valley High School to provide the following utilities to the site at no cost to the City or WWW.

- 200 amp electrical service
- Two, 2-inch conduits for telephone
- Two, 2-inch conduits for fire & intrusion alarms
- Two, 2-inch conduits for data cables
- One, 4-inch fire service
- Two, 2-inch conduits for spare
- One, 4-inch sanitary sewer lateral
- One 1-inch domestic water service

The District will be reimbursed the cost of these services from the grant funding obtained.

If the WERC is not completed by the date the Pajaro Valley High School (tentatively December 2004) opens, District agrees to provide one classroom at the new High School for a period of two years to be used exclusively for purposes described above. Such classroom may be available for larger groups subject to reasonable approval of District. Such classroom may also be used as offices for the Wetlands Education and Resource Center until such time as the WERC is constructed.

If the WERC is constructed while the District has construction management staff on site for the Pajaro Valley High School, then the District agrees to provide construction management for the WERC at no cost to the City or WWW.

DISTRICT agrees to provide access and exterior lighting to the WERC on nights and weekends including use of the parking lot for visitors to the WERC at no cost to the City or WWW.

DISTRICT will provide routine maintenance and custodial service for the WERC at no cost to City or WWW.

DISTRICT will provide liability insurance coverage for all activities and property damage and fire insurance for the WERC.

The WERC will be managed under the guidance of the WWW. This guidance will include scheduling, oversight, and partner-coordinated guidelines for use by teachers and the public. The Wetlands

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Education and Resource Center will be available for students, teachers and parents of the PVUSD during weekdays and to the general public on evenings and weekends.

WWW will be responsible for developing the educational programs to be taught at the WERC as well as coordinating with teachers.

WWW will lead a coalition of the DISTRICT, the City, the WWW and the public in raising the funds necessary for the construction of the WERC

The City will process permits required for or as a result of the WERC. The City agrees that it will provide up to \$150,000 in YouthBuild labor to construct the WERC. The City will not be reimbursed for the contribution of YouthBuild labor services except as provided below. The City also agrees to pay for and contract with ATI Engineering Services, Inc. for architectural services to design the WERC. The City will retain sole and exclusive ownership of the ATI plans and specifications until reimbursed from the grant funding obtained. In exchange for advancing the cost of the ATI services and contributing the \$150,000 of YouthBuild labor, the City shall be entitled to use the WERC a minimum of 8 total hours per week on school days during ordinary and customary school hours.

4. Project Costs and Anticipated Finding Sources

The overall construction cost of the WERC project is estimated to be approximately \$650,000

Anticipated Project Funding

Proposition 16 Joint Use Grant	\$325,000
Proposition 50 Wetlands Education Grant	\$100,000
City of Watsonville, Youth Build Services	\$150,000
Local Fund Raising	\$75,000
Total Funds	\$650,000

5. Term

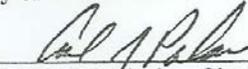
This MOU shall become effective when signed by all of the undersigned. It shall remain in effect until a formal use agreement is adopted by District, WWW and City implementing the uses of the WERC as such are set forth herein or as may be otherwise agreed by District, WWW and City.

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City of Watsonville

By 
Carlos J. Palacios, City Manager

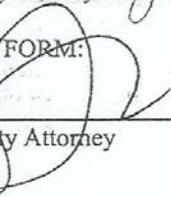
APPROVED AS TO FORM:

By N/A
WWW Legal Counsel

ATTEST:

By 
Lorraine Washington, City Clerk

APPROVED AS TO FORM:

By 
Alan J. Smith, City Attorney

Pajaro Valley Unified School District

By 
Mary Anne Mays, Superintendent

ATTEST:

By  *
Clerk of the Board

*Executive Assistant to the Superintendent in absence of Clerk of the Board
APPROVED AS TO FORM:

By 
District Counsel

Watsonville Wetlands Watch

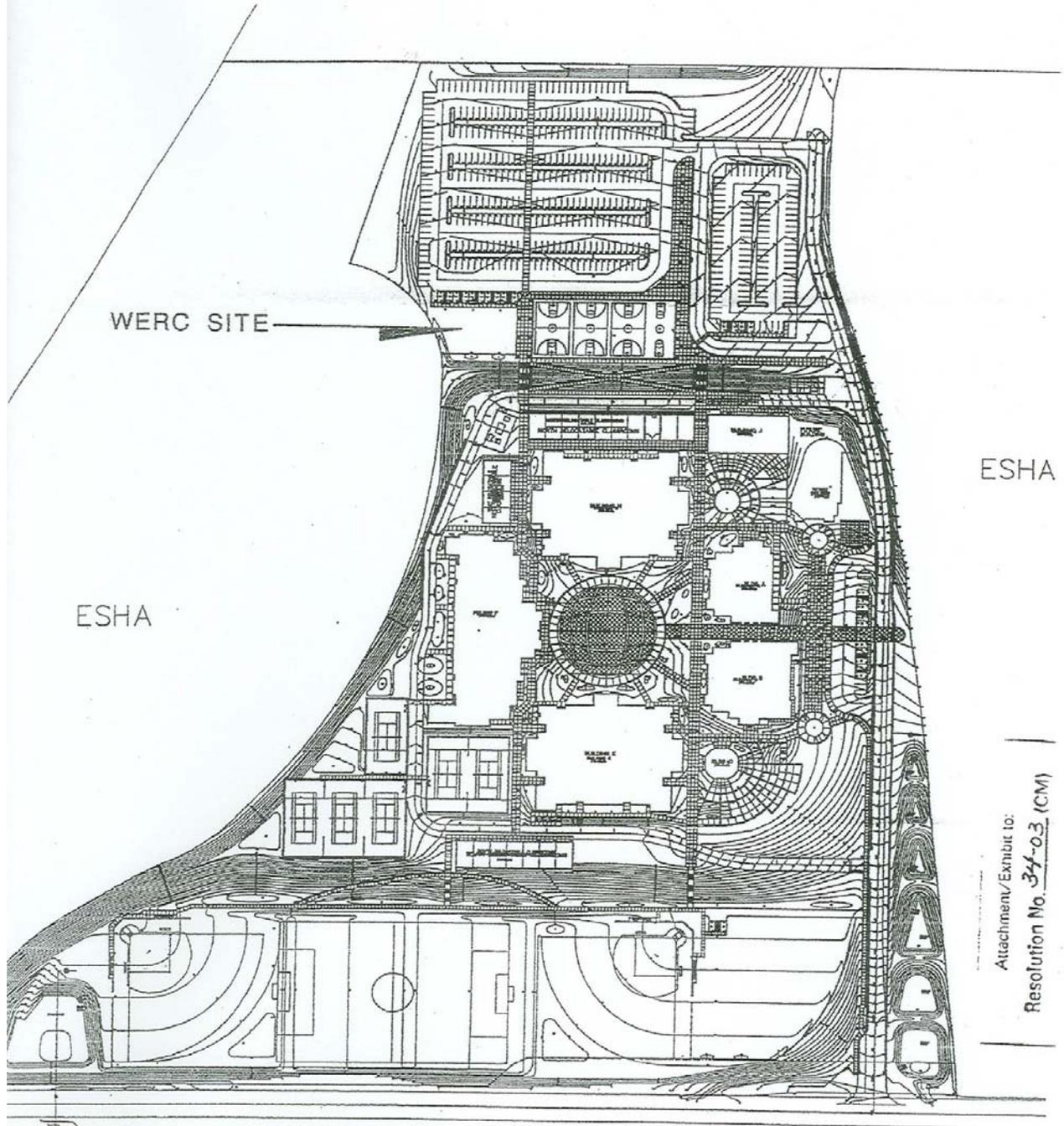
By 
Carol Whitehill, President of the Board

ATTEST:

By 
Secretary of the Board
Treasurer

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ESHA

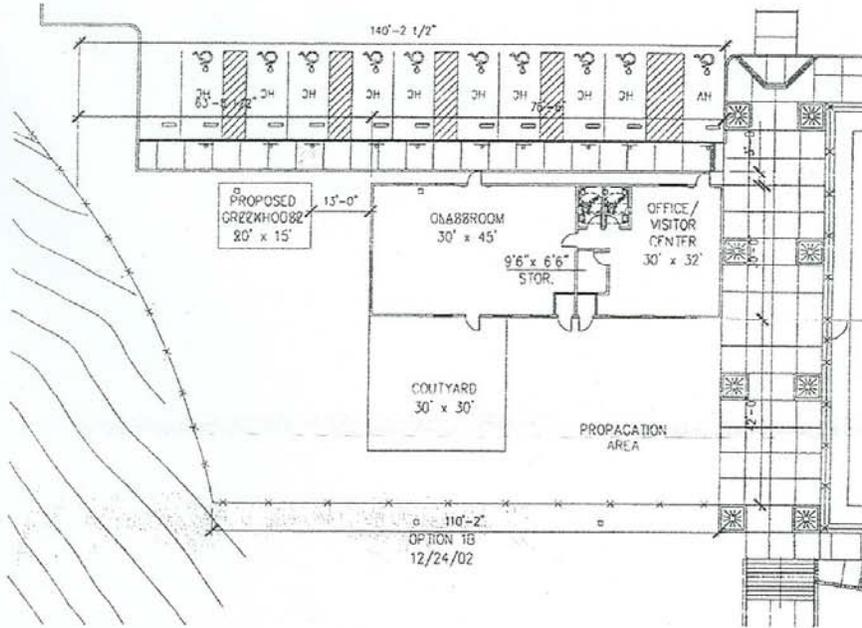
ESHA

WERC SITE

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EXHIBIT "A"

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Attachment/Exhibit to:
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EXHIBIT "B"