

**RESOLUTION NO. \_\_\_\_ (CM)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WATSONVILLE APPROVING THE MEMORANDUM OF  
UNDERSTANDING BETWEEN THE CITY OF WATSONVILLE AND  
WATSONVILLE WETLANDS WATCH FOR THE SHARED USE OF THE  
NEW NATURE CENTER FACILITY**

**WHEREAS**, the City and Watsonville Wetlands Watch (WWW) have a long-standing partnership which facilitates and provides education for youth and community members and opportunities for the public to support and participate in stewardship and restoration of Watsonville's environment; and

**WHEREAS**, WWW provides educational programming for the City at the Watsonville Nature Center in Ramsay Park, at the Fitz Wetlands Educational Resource Center, and in the Watsonville Wetlands Trail System; and

**WHEREAS**, the existing Watsonville Nature Center has served the community for 17 years, providing City residents with opportunities to learn about climate action, composting, waste reduction, recycling, water conservation, pollution prevention, restoration of the natural environment and conservation rebates; and

**WHEREAS**, in 2019, the Parties entered into a Memorandum of Understanding ("2019 MOU"), whereby the Parties agreed that funds bequeathed to WWW through the Nancy Lockwood Donor Advised Fund would be used for the creation of a new nature center ("Nature Center") facility or, if the City chose not to develop a new nature center, for the enhancement of the center in existence at that time or the development of new recreational trails; and

**WHEREAS**, the 2019 MOU contemplated that if the City decided to construct a new nature center, the Parties would execute a further memorandum of understanding

prior to construction of the new nature center to clarify the roles and responsibilities of the Parties relative to ongoing operations of the proposed new nature center; and

**WHEREAS**, the City has determined that it desires to construct and develop a new nature center, with the cooperation and assistance of WWW, to serve as an environmental education center where the community can learn about the region's wetlands, trails, and the natural environment, environmental conservation, restoration, and sustainability and climate resilience programs, and be inspired to meaningfully participate in this work; and

**WHEREAS**, to further these goals, the Parties intend for the Nature Center to function as a bilingual and culturally relevant learning conservation center with a broad conservation mission including wetlands education, climate action, sustainability, and municipal resource conservation education goals; and

**WHEREAS**, the Parties also anticipate that the Nature Center will serve as a gateway to the surrounding Watsonville Wetlands Trail System; and

**WHEREAS**, the new Nature Center will be constructed, operated, maintained, coordinated by the City in partnership with WWW, and will provide the space for WWW to offer educational, stewardship, and volunteer programming and events; and

**WHEREAS**, WWW and the City intend to work collaboratively to develop and deliver bilingual programming in the Nature Center which supports the mission of WWW and the City's environmental and utility education goals, such as wetland and watershed preservation and restoration, climate action plan implementation, storm water pollution prevention, urban greening and tree management and planting; and

**WHEREAS**, the City and WWW intend to raise additional funds to support the design and construction of the exhibits and educational features of the Nature Center and the programs to be run out of the center, including grant applications to such agencies as the California Natural Resources Agency's California Museum Grant Program and other State and private foundation sources; and

**WHEREAS**, the California Natural Resources Agency's California Museum Grant Program ("Museum Grant Program") provides funding for qualified projects that assist and enhance museums that are rooted in, and reflected of, previously underserved communities; and

**WHEREAS**, to ensure adequate funding for the desired educational programming in the Nature Center, WWW and the City have jointly applied to the Museum Grant Program which, has been awarded to WWW, will provide \$500,000 specifically for the Parties' use to develop bilingual and culturally relevant educational exhibits for the Nature Center to facilitate and conduct educational programs; and

**WHEREAS**, the California Museum Grant Program and additional funding sources, require the City, as the owner of the Nature Center, and WWW to have a formal agreement memorializing the Parties' intent to jointly provide educational programming in the Nature Center and to jointly provide for the required maintenance and operations of the grant funded facility; and

**WHEREAS**, this MOU is intended to memorialize the Parties intended collaboration regarding use of the new Nature Center, consistent with the 2019 MOU associated with the Nancy Lockwood Donor Advised Fund and with the requirements of

the Museum Grant Program and any additional grant funded programs to be applied for at a future date.

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

1. Adopting a Resolution approving a Memorandum of Understanding with Watsonville Wetlands Watch does not meet CEQA's definition of a "project," because the action does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

2. That the purpose of the MOU between the City of Watsonville, a municipal corporation, (the "City") and the Watsonville Wetlands Watch ("WWW"), a public benefit nonprofit corporation is to memorialize the Parties' mutual understanding of how each will work cooperatively with the other and with third parties to plan, develop, construct, and offer programs out of the new Nature Center facility in order to provide quality environmental education and sustainability learning opportunities for local students and the Watsonville community at large. The Parties intend for this MOU to conform with any additional maintenance and operations agreements as mutually agreed to by the City and WWW within future grant applications.

3. The City Manager is hereby authorized and directed to execute said Memorandum of Understanding for and on behalf of the City of Watsonville with minor revisions that may be approved by the City Manager and the City Attorney.

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