



MEMORANDUM

EUGENE WATER & ELECTRIC BOARD

Rely on us.

TO: Commissioners Carlson, Mital, Helgeson, Schlossberg and Brown
FROM: Rene Gonzalez, Customer Solutions Manager; Jeannine Parisi, Customer Relationship Manager
DATE: November 22, 2019
SUBJECT: 2020 – 2025 Education Grants
OBJECTIVE: Board Action

Issue

The EWEB Education Grant Program provides funding for water and energy education in four area school districts: Eugene 4J, Bethel, Springfield and McKenzie. The five-year Inter-Governmental Agreements (IGAs) with each participating school district expire in August 2020. The Board is asked to review and approve updated IGAs for the 2020 – 2025 timeframe.

Background

EWEB has a long-standing track record of direct support to area schools dating back to the 1940's. While the funding structure and amounts have changed over the years, the commitment to youth education focused on the development and responsible use of our energy and water resources has endured and is a prime example of how public power benefits the community.

At the July 2019 Board meeting, Commissioners approved the following priority topic areas for future grant funding as follows:

- Cascadia subduction earthquake and household-scale disaster planning and preparation
- Water: local sources, watershed protection, water quality, conservation
- Energy: Pacific Northwest power supply mix, options for the future, and pros and cons of different energy technologies
- Climate change: science, expected regional impacts, and carbon reduction strategies

Discussion

The education grant application guidelines have been revised to reflect the priority topic areas and shared with the District grant coordinators. Grant proposals have been submitted and reviewed for consistency with the application guidelines, with specific attention to alignment with Board priority topics. 2020-2025 grant proposal summaries for each school district follow.

McKenzie School District Grant Proposal - \$110,000

Grant funded program highlights:

1. Energy curriculum including magnets and motors, electrical circuits/safety, power generation resource models and on-line activities relating electricity to hydropower.
2. Waters Program – salmon raising, field studies including water quality testing, aquatic insect investigation, and streamflow data collection, and building riparian landscape models including aquifers and dams/reservoirs (includes Leaburg Dam and Salmon Watch field trips).
3. New Climate change curriculum including weather vs climate, NASA Climate Kids program, evolution/biology/adaptation, and carbon mitigation strategies.

Springfield School District Grant Proposal – \$245,000

Grant funded program highlights:

1. Watershed studies including microscopic observations of aquatic insects and other water quality indicators; salmon raising and release field trip
2. Energy curricula including electric generation resource options and building solar/battery cars
3. STEM equipment library for access to science equipment and related lessons plans
4. Program development for Cascadia subduction zone and climate change curricula meeting Next Generation Science Standards

Bethel School District Grant Proposal - \$405,000

Grant funded program highlights:

1. Science kits, discovery labs and field trips for elementary school children (Leaburg Dam, Nearby Nature, etc.)
2. Water quality assessment (Amazon Canal), salmon raising and Salmon Watch field trips
3. Energy resources curricula including KidWind challenge, battery/solar car races at the middle school level and Electrathon Car class for high school students.
4. New emergency preparedness unit, including plate tectonics and Cascadia Subduction zone with linkage to the emergency water station at Kalapuya High School.
5. New environmental science/sustainability unit for High School students including factors contributing to climate change and mitigation actions.

4J School District Grant Proposal - \$1,300,000

Grant funded program highlights:

1. Replenish hands-on science kits for elementary school children
2. Watershed protection/conservation studies, stream structure, water quality testing and salmon raising with related field trip support (Leaburg Dam/Fish and/or Whittaker Creek).
3. Energy resource/generation options, conservation activities (watt watchers for elementary level), wind energy and battery/solar care races for middle school level
4. Development of natural disaster/earthquake/emergency preparedness curricula focused on 8th grade plate tectonic lessons; K-12 family resources for household scale preparedness with connection to emergency water station and microgrid at Howard Elementary.
5. Consistent with 4J Climate Resolution, integrate climate education into K-12 education including carbon reduction strategies, climate science, and Earth Day, Every Day activities based off Climate Generation and EcoRise Sustainable Intelligence Curriculum.

New IGAs (Intergovernmental Agreements) have been drafted for Board consideration and are included as Attachments A – D. Modifications were made from the prior grant cycle IGAs to include Board priority topics for grant funding and streamline administration over the grant cycle, as well as address housekeeping items. Reallocation of grant funds previously used to support the multi-district Solar Car challenge event (currently supported through Greenpower donations) enables a slight increase in grant funds to each school district to offset inflation costs without any EWEB budget changes.

EWEB Grant Funding History

	2010 – 2015	2015 – 2020	2020 – 2025 (proposed)
Eugene School District 4J	\$320,000/year	\$247,000/year	\$260,000/year
Bethel School District	\$80,500/year	\$77,000/year	\$81,000/year
Springfield School District	\$71,000/year	\$47,000/year	\$49,000/year
McKenzie School District	\$24,000/year	\$21,000/year	\$22,000/year
Total Annual Funding	\$495,500	\$392,000	\$412,000

As in the past, EWEB resources primarily support grant coordinators who are responsible for grant administration and evaluation, assist with science teaching and teacher training, coordinate field trips, manage supplies/science kits, coordinate multi-district activities and are responsible for new program development, ensuring alignment with Next Generation Science Standards. Grant funds also replenish program supplies, offset field trip costs, and are leveraged with other outside funding sources to enhance and broaden the impact of EWEB’s contribution.

Recommendation

Education grants to the school districts are a discretionary community investment activity. The IGAs cover a five-year timeframe to provide as much financial and programmatic certainty to the schools as possible. However, the Board may modify its investment during EWEB’s annual budgeting process.

Management has reviewed the grant proposals and affirms the proposed programming aligns with the Board priority topic areas. While the core energy and water programs remain in place, each District is planning to offer new curricula focused on emergency preparedness and/or climate change over the next few years. Annual evaluation reports will be submitted to track program implementation, expenditures and other grant performance metrics.

Requested Board Action

Move to approve EWEB Education Grants IGAs with the 4J, Bethel, Springfield and McKenzie Schools Districts.

- Attachment A – 4J /EWEB Education Grant IGA
- Attachment B – Bethel/EWEB Education Grant IGA
- Attachment C – Springfield/EWEB Education Grant IGA
- Attachment D – McKenzie/EWEB Education Grant IGA

Intergovernmental Agreement (IGA)

between

Eugene Water & Electric Board (EWEB) and Eugene School District 4J
for Education Grant Funding

DOCUMENT No. 19-133

This Agreement is entered into this __ day of _____, 2020, by and between **EUGENE WATER & ELECTRIC BOARD**, hereinafter called EWEB, and **EUGENE SCHOOL DISTRICT 4J**, an organization of governments within Lane County, Oregon, hereinafter referred to as School District, in accordance with the authority granted the parties under ORS190.010. EWEB and School District may be referred to singularly as "Party" or collectively as the "Parties."

WHEREAS, EWEB has a long-standing track record of financial support to area schools and commitment to youth education focused on the development and responsible use of our energy and water resources;

WHEREAS, the EWEB education grant program supports both EWEB and School District by providing funding mechanisms for education activities directly connected with EWEB's mission;

WHEREAS, Parties agree that planned grant supported activities will focus on at least one of the following priority topics and that to the extent possible, such programs are repeatable and scalable:

- Cascadia subduction earthquake and household-scale emergency planning and preparation
- Water: local source, watershed protection, water quality and conservation
- Energy: Pacific Northwest power supply mix, options for the future and pros and cons of different energy technologies
- Climate change: science, expected regional impacts and carbon reduction strategies

NOW THEREFORE, the Parties agree as follows:

1. The term of this Agreement shall commence on July 1, 2020 (or on the date signed by all Parties) and shall continue through August 31, 2025, as long as the parties continue to agree to the arrangement.
2. Upon final acceptance and approval by EWEB of School District's Annual Education Grant Proposal and subject to annual appropriation of funding by EWEB's Board of Commissioners, grant funds will be distributed to School District in the minimum amount of \$130,000 semi-annually (in January and July), resulting in a five year grant of \$1,300,000.
3. A minimum of ten percent of the total grant funds available yearly will be dedicated to an EWEB grant project coordinator.
4. On an annual basis, School District will provide a grant evaluation/financial report to be submitted no later than August 31 of each year:
 - a) EWEB staff will review the grant evaluation report and indicate whether the completed projects sufficiently address the approved grant proposal. The format and guidelines for the Education Grant Proposal are clearly identified in the Grant Proposal Guidelines document, attached hereto as Exhibit A, and by reference made a part of this Agreement, will serve as a basis for evaluating proposals and annual reports.

- b) If EWEB finds the grant-supported programs are not sufficiently aligned with the Board-approved priority topics, EWEB will promptly notify the School District in writing. School District will have the opportunity to revise its proposal for the remainder of the IGA term for review and re-consideration. Updated proposals must be submitted by November 15 for continuity of funding. Final approved versions of the grant proposals are needed before the grant funds will be authorized for use by the School District.
5. If, at the end of the term of this Agreement, School District has not expended all of the funds distributed by EWEB, School District shall return such funds to EWEB, unless School District requests an extension to complete the project and EWEB grants such extension.
6. EWEB, at its discretion, may publicize activities and projects funded by the grant as part of EWEB's public relations strategy. In addition, School District will acknowledge Eugene Water & Electric Board as a funding source on related project products, materials, equipment, and communications. At School District request, EWEB will provide "Funded by an EWEB Education Grant" self-adhesive labels in a variety of sizes to be used for these purposes (especially for purchased materials, equipment and supplies).
7. School District will cooperate in providing access to information and appropriate staff to update the EWEB on the current status and progress of ongoing grant projects. School District shall keep EWEB informed of any change in mailing address, grant coordinator staffing and contact information.
8. Term. This Agreement is effective upon full execution and remains in effect until August 31, 2025.
9. Termination. This Agreement may be terminated at any time, by mutual written consent of both parties. EWEB may also terminate this Agreement:
 - a. upon thirty (30) days' written notice to School District for School District's failure to comply with the grant requirements and timelines.
 - b. with at least ninety (90) days' written notice to School District should EWEB Board of Commissioners discontinue annual appropriation of grant funding.
10. Non-Appropriation of Funds: School District understands and agrees that EWEB's continuation of grant payments under this Agreement are contingent on EWEB receiving appropriations or other expenditure authority sufficient to allow EWEB, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
11. Limitation of Liabilities: Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the contract or (ii) any damages of any sort arising solely from the termination of this contract in accordance with its terms.
12. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and no prior commitment related to the subject of this Agreement, whether written or oral, shall be binding on either of the parties. No modification or change in the terms of this Agreement shall bind either Party unless in writing signed by both Parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
13. Compliance with Law. By signing this Agreement, each Party assures the other that its program or activities provided for under this Agreement will be conducted in compliance with all Federal and State laws, rules, regulations and policies.

14. No Third Party Beneficiaries. EWEB and School District are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly or otherwise, to third persons.
15. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction in the State of Oregon to be illegal or in conflict with applicable law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforce as if the Agreement did not contain the particular term or provision held invalid.
16. Indemnification. To the extent permitted by the Oregon Constitution, Article XI, § 7, and the Oregon Tort Claims Act, ORS 30.260 et seq., each Party shall defend, save, hold harmless, and indemnify the other, its officers, employees, agents and volunteers, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses resulting from arising out of, or relating to any error, omission, breach of contractual duty, or act of the other Party, its officers, employees, agents or volunteers, in the performance of services under this Agreement to the manner and extent provided by Oregon law, provided that each Party provide the other with prompt notification in writing of any claim.
17. Force Majeure. All obligations under this Understanding may be suspended for so long as one or both parties are prevented from complying with the provisions of the Understanding by acts of God, the elements, riots, war, acts of federal, state, or local governments, agencies or courts, strikes, lock outs, damage to or destruction or unavoidable shut down of the necessary facilities or other matters beyond the reasonable control of the parties: Provided, however, that any party so prevented from complying with its obligations shall promptly notify the other party and shall exercise all due diligence to remove and overcome the cause of such inability to comply as soon as practicable.
18. Non-Discrimination. Each Party is an equal opportunity employer committed to fostering a diverse work environment that is open and supportive of employees regardless of race, color, religion, sex, national origin, age, marital or veteran status, sexual orientation, the presence of a medical condition or disability, or any other legally protected status.

In Witness whereof, the Parties have executed this Agreement on the dates indicated.

EUGENE WATER & ELECTRIC BOARD

EUGENE SCHOOL DISTRICT 4J

Contract Administrator

Signed

Name (Print or Type)

Name (Print or Type)

Division Manager

Title

Date

Date

Intergovernmental Agreement (IGA)
between
Eugene Water & Electric Board (EWEB) and Bethel School District
for Education Grant Funding

DOCUMENT No. 19-134

THIS Agreement is entered into this ____ day of _____, 2020, by and between **EUGENE WATER & ELECTRIC BOARD**, hereinafter called EWEB, and **BETHEL SCHOOL DISTRICT**, an organization of governments within Lane County, Oregon, hereinafter referred to as School District, in accordance with the authority granted the parties under ORS190.010. EWEB and School District may be referred to singularly as "Party" or collectively as the "Parties."

WHEREAS, EWEB has a long-standing track record of financial support to area schools and commitment to youth education focused on the development and responsible use of our energy and water resources;

WHEREAS, the EWEB education grant program supports both EWEB and School District by providing funding mechanisms for education activities directly connected with EWEB's mission;

WHEREAS, Parties agree that planned grant supported activities will focus on at least one of the following priority topics and that to the extent possible, such programs are repeatable and scalable:

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- Water: local source, watershed protection, water quality and conservation
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2. Upon final acceptance and approval by EWEB of School District's Annual Education Grant Proposal and subject to annual appropriation of funding by EWEB's Board of Commissioners, grant funds will be distributed to School District in the minimum amount of \$40,500 semi-annually (in January and July), resulting in a five year grant of \$405,000.
3. A minimum of ten percent of the total grant funds available yearly will be dedicated to an EWEB grant project coordinator.
4. On an annual basis, School District will provide a grant evaluation/financial report to be submitted no later than August 31 of each year:
 - a) EWEB staff will review the grant evaluation report and indicate whether the completed projects sufficiently address the approved grant proposal. The format and guidelines for the Education Grant Proposal are clearly identified in the Grant Proposal Guidelines document, attached hereto as Exhibit A, and by reference made a part of this Agreement, will serve as a basis for evaluating proposals and annual reports.

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Contract Administrator

Signed

Name (Print or Type)

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Title

Date

Date

Intergovernmental Agreement (IGA)

between

Eugene Water & Electric Board (EWEB) and Springfield School District
for Education Grant Funding

DOCUMENT No. 19-136

THIS Agreement is entered into this ____ day of _____, 2020, by and between **EUGENE WATER & ELECTRIC BOARD**, hereinafter called EWEB, and **SPRINGFIELD SCHOOL DISTRICT**, an organization of governments within Lane County, Oregon, hereinafter referred to as School District, in accordance with the authority granted the parties under ORS190.010. EWEB and School District may be referred to singularly as "Party" or collectively as the "Parties."

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EUGENE WATER & ELECTRIC BOARD

SPRINGFIELD SCHOOL DISTRICT

Contract Administrator

Signed

Name (Print or Type)

Name (Print or Type)

Division Manager

Title

Date

Date

Intergovernmental Agreement (IGA)
between
Eugene Water & Electric Board (EWEB) and McKenzie School District
for Education Grant Funding

DOCUMENT No. 19-136

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- b) If EWEB finds the grant-supported programs are not sufficiently aligned with the Board-approved priority topics, EWEB will promptly notify the School District in writing. School District will have the opportunity to revise its proposal for the remainder of the IGA term for review and re-consideration. Updated proposals must be submitted by November 15 for continuity of funding. Final approved versions of the grant proposals are needed before the grant funds will be authorized for use by the School District.
5. If, at the end of the term of this Agreement, School District has not expended all of the funds distributed by EWEB, School District shall return such funds to EWEB, unless School District requests an extension to complete the project and EWEB grants such extension.
6. EWEB, at its discretion, may publicize activities and projects funded by the grant as part of EWEB's public relations strategy. In addition, School District will acknowledge Eugene Water & Electric Board as a funding source on related project products, materials, equipment, and communications. At School District request, EWEB will provide "Funded by an EWEB Education Grant" self-adhesive labels in a variety of sizes to be used for these purposes (especially for purchased materials, equipment and supplies).
7. School District will cooperate in providing access to information and appropriate staff to update the EWEB on the current status and progress of ongoing grant projects. School District shall keep EWEB informed of any change in mailing address, grant coordinator staffing and contact information.
8. Term. This Agreement is effective upon full execution and remains in effect until August 31, 2025.
9. Termination. This Agreement may be terminated at any time, by mutual written consent of both parties. EWEB may also terminate this Agreement:
 - a. upon thirty (30) days' written notice to School District for School District's failure to comply with the grant requirements and timelines.
 - b. with at least ninety (90) days' written notice to School District should EWEB Board of Commissioners discontinue annual appropriation of grant funding.
10. Non-Appropriation of Funds: School District understands and agrees that EWEB's continuation of grant payments under this Agreement are contingent on EWEB receiving appropriations or other expenditure authority sufficient to allow EWEB, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
11. Limitation of Liabilities: Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the contract or (ii) any damages of any sort arising solely from the termination of this contract in accordance with its terms.
12. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and no prior commitment related to the subject of this Agreement, whether written or oral, shall be binding on either of the parties. No modification or change in the terms of this Agreement shall bind either Party unless in writing signed by both Parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
13. Compliance with Law. By signing this Agreement, each Party assures the other that its program or activities provided for under this Agreement will be conducted in compliance with all Federal and State laws, rules, regulations and policies.

14. No Third Party Beneficiaries. EWEB and School District are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly or otherwise, to third persons.
15. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction in the State of Oregon to be illegal or in conflict with applicable law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforce as if the Agreement did not contain the particular term or provision held invalid.
16. Indemnification. To the extent permitted by the Oregon Constitution, Article XI, § 7, and the Oregon Tort Claims Act, ORS 30.260 et seq., each Party shall defend, save, hold harmless, and indemnify the other, its officers, employees, agents and volunteers, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses resulting from arising out of, or relating to any error, omission, breach of contractual duty, or act of the other Party, its officers, employees, agents or volunteers, in the performance of services under this Agreement to the manner and extent provided by Oregon law, provided that each Party provide the other with prompt notification in writing of any claim.
17. Force Majeure. All obligations under this Understanding may be suspended for so long as one or both parties are prevented from complying with the provisions of the Understanding by acts of God, the elements, riots, war, acts of federal, state, or local governments, agencies or courts, strikes, lock outs, damage to or destruction or unavoidable shut down of the necessary facilities or other matters beyond the reasonable control of the parties: Provided, however, that any party so prevented from complying with its obligations shall promptly notify the other party and shall exercise all due diligence to remove and overcome the cause of such inability to comply as soon as practicable.
18. Non-Discrimination. Each Party is an equal opportunity employer committed to fostering a diverse work environment that is open and supportive of employees regardless of race, color, religion, sex, national origin, age, marital or veteran status, sexual orientation, the presence of a medical condition or disability, or any other legally protected status.

In Witness whereof, the Parties have executed this Agreement on the dates indicated.

EUGENE WATER & ELECTRIC BOARD

MCKENZIE SCHOOL DISTRICT

Contract Administrator

Signed

Name (Print or Type)

Name (Print or Type)

Division Manager

Title

Date

Date