
PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Travel Authorization: Participation in the Harwood Institute Public Innovators Lab for Public Libraries from May 23-25, 2016 in Sacramento, California.

DATE: March 28, 2016

BACKGROUND

On February 26, 2016, the California State Library announced an opportunity for libraries to participate in the Harwood Public Innovators Lab, scheduled for May 23-25, 2016, in Sacramento, California. Interested libraries must complete an application for consideration and can designate 2-5 people to attend the Lab. Training, most meals, and a \$500 travel allowance will be provided by the California State Library.

The Library Director recommends the following individuals to represent Placentia:

- Secretary Jo-Anne Martin
- Library Director Jeanette Contreras
- Public Services Manager Yesenia Baltierra
- Support Services Manager Venessa Faber
- Community Services Director (City of Placentia) Sandra Gonzalez

Attachment A is information about the Harwood Public Innovators Lab.

Fiscal Impact: Unknown at this time

RECOMMENDATIONS

1. Motion to Authorize Trustees and the Library Director to participate in the Harwood Public Innovators Lab in Sacramento, California, May 23-25, 2016.
2. Motion to authorize travel request by a roll call vote.
3. Roll Call.

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PRODUCTS

OVERVIEW (/PRODUCTS-OVERVIEW/)
PUBLIC INNOVATORS LAB (/LAB/)
SUMMITS (/SUMMITS/)

Public Innovators Lab

Applied learning. Real-life scenarios. Action, not theory.
Learn how to make the community - not your conference - the reference point for your choices and action.

The Harwood Public Innovators Lab is a 2.5-day training to help you learn how to Turn Outward and make more intentional choices in your work.

We host three kinds of Labs:

1. **Community or Network Labs** - for groups of organizations geographically co-located or formally associated organizations like a state association of nonprofits
2. **National Labs** - these are open to everyone and currently happen once or twice a year. Look on the homepage (<http://www.theharwoodinstitute.org>) to see when the next one is scheduled.
3. **Virtual Labs** - we are launching the first online Lab as an 8-week virtual course summer 2016. Lab sessions will take place as 90-minute classes on Thursdays, with homework in between. Open to individuals and groups. Contact us (/contact) if you are interested.

WHO ARE LABS FOR?

Labs are for people who are leading or supporting work to help address community problems. We call these individuals public innovators. They can come from nonprofits, faith organizations, businesses, government, academia and other areas.

Labs are especially suited for these kinds of people:

- People who play a key role in driving the execution of programs or initiatives that address community challenges
- Senior staffs that lead programmatic areas or are responsible for coordinating community initiatives
- CEOs of organizations that are of such a size that the CEO is often engaged directly in ensuring that community work gets done (usually smaller or mid-sized nonprofits)
- People responsible for community outreach, volunteer engagement, donor engagement or other areas around strengthening support of the community

WHAT YOU GET

- Access to more than 2,000 public innovators worldwide through our Public Innovators Listserv
- Three months of weekly tools, real world case studies, and tips on using what you've learned plus our monthly newsletter and Rich Harwood's blog ([/richs-blog](#))
- A Public Innovator Toolkit print ready for you to use with your staff and partners
- A library of videos that you can use to spread what it means to Turn Outward

WHAT WE COVER

The Lab is organized into five areas that we go through step-by-step:

Being Turned Outward

1. Make the personal choice to turn outward
2. Apply being Turned Outward to my daily choices
3. Embed Turning Outward across key functions
4. Engage others to Turn Outward

Understanding My Community

1. Focus on public knowledge
2. Ask the right questions
3. Understand what I am learning -- and how to listen
4. Apply new knowledge to making sound decisions
5. Share what I am learning to build community ownership & allies

Creating Conditions for Change and Sustainability

1. Know the stage of my community and its implications for effective action
2. Identify the right conditions to accelerate and support change

Deciding on the Right Path

1. Identify my sphere of influence
2. Choose the best path to win
3. Create an action plan

Making an Agreement with Myself

1. Create a personal covenant
2. Identify what rejuvenates you

THE FORMAT

Be prepared to work! The Lab is intensive, will require you to think through real scenarios and apply your own challenges to the frameworks and tools being presented. It's not for passive learners. There will be group work, projects, small discussions, reflection time, and loads of application.

Click [here](#) for a basic Lab agenda. ([/s/Lab-Agenda-p24c.pdf](#))

Want to bring a Lab to your community or network or join one of our national or virtual Labs?

[CONTACT US](#) [{/CONTACT-1}](#)

Latest News

< >

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Nov 20, 2015

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Nov 16, 2015

Get Weekly Updates

Receive weekly news, events, and tips on how to Turn Outward to your community.

SUBSCRIBE ([HTTP://VISITOR.R20.CONSTANTCONTACT.COM/D.JSP?LLR=KGXNVZN6&P=01&M=1011252387018&SIT=CUYVNL04&F=44527244-B2FE-43D7-97B6-0E19869170D8](http://visitor.r20.constantcontact.com/d.jsp?LLR=KGXNVZN6&P=01&M=1011252387018&SIT=CUYVNL04&F=44527244-B2FE-43D7-97B6-0E19869170D8))

4915 St Elmo Ave, Bethesda, MD 20814 • (301) 656 3669 • Hours: 8:30am - 5:30pm
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THE HARWOOD PUBLIC INNOVATORS LAB

AGENDA

Day 1 – BEING TURNED OUTWARD AND UNDERSTANDING MY COMMUNITY		
8:00 –8:30	Registration and Continental Breakfast	
8:30–9:30	Opening Session (Plenary) <ul style="list-style-type: none"> • Welcome and Introduction of Harwood Coaches • Agenda and Learning Goals • Your Aspirations for Yourself and the Lab • Learning Group Assignments 	Pages 1-16
9:30–11:15	Being Turned Outward (Learning Groups) <ul style="list-style-type: none"> • Step 1: Make the personal choice to Turn Outward 	Pages 17-21
10:30-10:45	Break	
10:45-11:15	Being Turned Outward (Learning Groups) <ul style="list-style-type: none"> • Step 1: Make the personal choice to Turn Outward (cont'd) 	Pages 22-23
11:15–12:30	Understanding My Community (Plenary) <ul style="list-style-type: none"> • Step 1: Focus on public knowledge • Step 2: Ask the right questions 	Pages 33-40
12:30–1:30	Lunch	
1:30–2:45	Understanding My Community (Learning Group) <ul style="list-style-type: none"> • Step 3: Understand what I am learning – and how to listen • Step 4: Share what I am learning to build community ownership and allies • Step 5: Apply new knowledge to make sound decisions 	Pages 41-55
2:45–3:00	Break	
3:00–4:50	Understanding My Community (Learning Group) <ul style="list-style-type: none"> • Step 5: Apply new knowledge to make sound decisions (cont'd) 	Pages 56-60
4:50–5:00	Wrap Up (Plenary)	

Day 2 – BEING TURNED OUTWARD AND CREATING CONDITIONS FOR CHANGE AND SUSTAINABILITY		
8:00 –8:30	Continental Breakfast	
8:30–10:15	Being Turned Outward (Plenary) <ul style="list-style-type: none"> • Step 2: Apply Turning Outward to My Daily Choices 	Pages 24-28
10:15–10:30	Break	
10:30–12:15	Creating Conditions for Change and Sustainability (Learning Groups) <ul style="list-style-type: none"> • Step 1: Know the stage of my community and its implications for effective action • Step 2: Identify the right conditions to accelerate and support change 	Pages 61-71
12:15–1:15	Lunch	
1:15–2:45	Being Turned Outward (Learning Groups) <ul style="list-style-type: none"> • Step 3: Embed Turning Outward across key functions 	Pages 29-31
2:45–3:00	Break	
3:00–4:30	Public Innovator Collaboration (Learning Groups) <ul style="list-style-type: none"> • In small teams, tap your creative side to pull together what you have learned into a creative “presentation” 	Pages 72-73
4:30–5:00	Wrap Up (Plenary) <ul style="list-style-type: none"> • Top Public Innovator Collaboration winners from each learning group will share their presentation with their peers • Winning team gets bragging rights ... and a prize! 	

Day 3 – DECIDING ON THE RIGHT PATH AND MAKING AN AGREEMENT WITH MYSELF		
8:00 –8:30	Continental Breakfast	
8:30–10:15	Deciding on the Right Path <ul style="list-style-type: none"> • Step 1: Identify my sphere of influence • Step 2: Choose the best path to win • Step 3: Create an action plan 	Pages 75-94
10:15–10:30	Break	
10:30–11:30	The Public Innovators Toolkit (Learning Groups) <ul style="list-style-type: none"> • Review the toolkit we have provided to help you apply what you’ve learned back home 	
11:30–12:00	Making an Agreement with Myself (Plenary) <ul style="list-style-type: none"> • Step 1: Create a personal covenant • Step 2: Identify what rejuvenates you 	Pages 95-98
12:00–12:30	Celebration and Closing (Plenary) <ul style="list-style-type: none"> • Light lunch to follow 	

**AGREEMENT TO PROVIDE
UTILITY BILL AUDITING SERVICE**

This agreement is made by and between Utility Cost Management LLC ("UCM") and the entity signing below ("Client") as follows:

1. **Applicable to Client's Utility Accounts.** This Agreement applies to all water, sewer, garbage, gas and electricity accounts (and any related utility user taxes, other taxes, assessments, surcharges or fees) with respect to which Client:
 - (a) is receiving utility service as of the Effective Date (as defined below),
 - (b) has received utility service within three years prior to the Effective Date,
 - (c) receives utility service within one year after the Effective Date, or
 - (d) has permitted or authorized UCM to obtain a copy of the utility bill.
 The water, sewer, garbage, gas and electric accounts described in this paragraph are hereinafter referred to as "Utility Accounts". The "Effective Date", as that term is used above, is the first day of the calendar month after both UCM and Client have signed this Agreement.
2. **Client to Provide Utility Bills.** On or promptly after Client's execution of this Agreement, Client will provide UCM with a copy of at least one month's utility bills for all of Client's Utility Accounts.
3. **UCM Authorized to Obtain Information on Utility Accounts.** UCM is hereby authorized to obtain and review information relating to the Utility Accounts.
4. **UCM's Findings Letter.** UCM will use its best efforts to identify the basis for any refunds, credits or Future Savings (as defined below) on Client's Utility Accounts. UCM will send a "Findings Letter" to Client that generally sets forth the basis for any refunds, credits or Future Savings identified by UCM. UCM may, from time to time, supplement or amend its Findings Letter, and such supplement or amendment will be deemed to have occurred on the date the original Findings Letter was sent to Client.
5. **Steps to Obtain Refunds or Savings.** UCM is authorized by Client to take steps to obtain the refunds, credits or Future Savings identified in the Findings Letter. Such steps may include, but are not limited to, communicating, negotiating and dealing with utility providers (or, in the case of utility user taxes or other governmental charges, the appropriate government entity), and seeking relief from the California Public Utilities Commission in a complaint proceeding or other proceeding.
6. **Cooperation By Client.** Client will cooperate with UCM, as reasonable, in UCM's efforts to carry out the purposes and intent of this Agreement. Such cooperation will include, but not be limited to, providing information upon request by UCM concerning Client's utility expenditures, utility service and operations.
7. **UCM's Compensation.**

UCM's compensation will consist of the amounts set forth in both (a) and (b) below.

- (a) **Refunds or Credits.** If Client receives a refund or credit that was identified in the Findings Letter, then Client will pay to UCM 42% of the amount refunded or credited. The amount of the refund or credit for this purpose will include all amounts refunded or credited (including any portion attributable to interest) for any overcharges that were incurred by Client prior to the date that the overcharges no longer appeared on the Client's utility bill. Payment of UCM's 42% compensation is due within 30 days of the date UCM mails an invoice to Client.
- (b) **Future Savings.** If Client obtains Future Savings that were identified in the Findings Letter, then Client will pay UCM 42% of such Future Savings that accrue during a Three-Year Savings Period. "Future Savings" is the amount by which Client's charges on its Utility Accounts are reduced as a result of a change in the billing rate, calculation, method or procedure. Future Savings will be calculated as the difference between the amount Client was billed on its Utility Accounts during the Three-Year Savings Period, and the amount that it would have been billed on its Utility Accounts during the Three-Year Savings Period if there had been no change in its billing rate, calculation, method or procedure. The Three-Year Savings Period begins on the date that the change in the billing rate, calculation, method or procedure is first reflected on Client's utility bill, and ends three years thereafter. UCM will

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submit invoices periodically to Client for payment based on the Future Savings as they accrue. The invoices will verify (a) that Future Savings have actually been realized by Client, and (b) the amount of such Future Savings. Payment of UCM's invoices is due within 30 days of the date the invoices are mailed to Client. The compensation under this subparagraph will not include compensation for Future Savings that are: (a) the result of a reduction in the amount of utility usage by Client, or (b) the result of Client's utilization of a different utility supplier that provides lower cost utility service.

(c) **No Compensation for Pending Claim.** Client is not obligated to pay UCM pursuant to this paragraph for any refund, credit or Future Savings received by Client for which Client had submitted to the utility provider a written claim prior to the date of UCM's Findings Letter. However, Client is obligated to pay UCM pursuant to this paragraph whether or not Client knew of the basis for the refund, credit or Future Savings prior to the date of UCM's Findings Letter, and whether or not Client's receipt of the refund, credit or Future Savings was the result of steps taken by UCM or others, including attorneys.

8. **Termination; Effect.** This Agreement will terminate 7 days after either party faxes a written notice of termination to the other party. Upon termination, UCM will cease all work on behalf of Client. However, if termination occurs after UCM has sent its Findings Letter to Client, then Client will remain obligated to pay UCM, pursuant to this Agreement, for any refunds, credits or Future Savings that were identified in the Findings Letter and that are thereafter obtained by Client. UCM may continue to obtain and review Client's utility billing and other information following termination in order to periodically verify whether Client has obtained a refund, credit or Future Savings that was identified in the Findings Letter.

9. **If Client Is Not Utility Customer.** By providing a copy of any utility bill to UCM, Client is thereby agreeing that the Utility Account represented by such bill will be governed by this Agreement, regardless of whether or not Client is the Utility Customer with respect to such Utility Account. For purposes of this Agreement, the Utility Customer is the entity that (i) is named on the Utility Account as reflected by the utility bill, (ii) receives the utility service on the Utility Account, (iii) pays for or is liable for the charges on the Utility Account, or (iv) is the owner of the property at which the utility service is provided on the Utility Account. If Client is not the Utility Customer for a Utility Account then, with respect to that Utility Account, Client represents that it is signing this Agreement in its capacity as agent for the Utility Customer, and as such is authorized to legally bind the Utility Customer to the terms of this Agreement. Client further agrees that the terms of this Agreement will be equally binding on both Client and Customer, that all references in this Agreement to "Client" will also be deemed to be references to the Utility Customer, and that Client and the Utility Customer will be jointly and severally liable for payment of UCM's compensation under this Agreement.

10. **No Legal Services.** Client acknowledges and understands that: (1) Only an attorney can provide legal services or advice, (2) UCM is not an attorney or law firm, and does not and will not provide legal services or advice, (3) UCM does not and will not act as an attorney for Client or any other person, (4) Nothing in this Agreement, and no act, omission or statement by UCM, or its owners or employees, will be construed to create an attorney-client relationship between UCM and Client or any other person, (5) UCM is not subject to the California Rules of Professional Conduct, which govern the conduct of attorneys, and (6) Client should consult an attorney if it wishes to receive legal services or advice.

11. **Disclosure of Information.** UCM may obtain information that pertains to Client's business, operations, or affairs, including but not limited to its utility charges and utility usage. Client expressly authorizes UCM to use and disclose such information to others as necessary or convenient to carry out the services contemplated by this Agreement.

12. **Release of Claims Against UCM.** Client acknowledges and agrees that UCM has made no express or implied representation or warranty that it will be successful in obtaining any refunds, credits, or Future Savings on Client's Utility Accounts. Client hereby waives, releases and forfeits any current or future claim against UCM that is based upon or relates to any failure by UCM to identify or obtain refunds, credits, or Future Savings to which Client may be entitled, or that is based upon or relates to any services or advice provided by UCM.

13. **Representations Made By Client.** It may become necessary for Client to make certain representations to the utility provider or other entity in order obtain refunds, credits or Future Savings identified by UCM in its Findings Letter. Client hereby warrants that any such representations made by Client will be true and correct in all respects. Client understands and agrees that it is Client's responsibility, and not UCM's, to ensure that any such representations made by Client are true and correct in all respects. Client will indemnify and hold UCM harmless for any loss, damage, injury or

claim arising from or related to any false or allegedly false statements made by Client to the utility provider or other entity in connection with any refund, credit or Future Savings identified by UCM.

14. **Late Payment Penalty.** If payment of any invoice is not received by UCM within 30 days of the date the invoice was mailed, then interest on the amount owing will accrue, beginning on the 31st day after the invoice was mailed to Client, at the rate of 1% per month (prorated on a daily basis). In addition, if any payment is not received by UCM within 60 days of the date the invoice was mailed to Client, then a fee equal to 5% of the amount owing (including any accrued interest) will be imposed on the 61st day after the invoice was mailed. Interest will continue to accrue at 3% per month (prorated on a daily basis) on the entire amount due until paid in full.
15. **Applicable Law.** This Agreement is executed in and intended to be performed in the State of California, and the laws of that state will govern its interpretation and effect.
16. **Venue.** Venue in any legal action arising from or related to this agreement will be Fresno County, California.
17. **Paragraph References.** A reference to a "paragraph" of this Agreement includes both the numbered paragraph, as well the subparagraphs, if any, that are part of such paragraph. Subparagraphs are designated by lower case letters (e.g., "(a)", "(b)", "(c)").
18. **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
19. **Interpretation.** In construing this Agreement, no consideration shall be given to the fact or presumption that any party had a greater or lesser hand in drafting of this Agreement.
20. **Entire Agreement.** This instrument contains the entire Agreement of the parties relating to the rights granted and obligations assumed in this instrument. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged
21. **Signor Authorized to Bind Client.** The individual signing this agreement on behalf of Client hereby represents and warrants that he/she is authorized to sign on behalf of the Client and to legally bind Client to the terms of this Agreement.

UTILITY COST MANAGEMENT LLC	
By:	_____
	Signature

	Print Name

	Title

	Date

CLIENT	
By:	_____
	Signature

	Print Name

	Title

	Date

