

SERVICES CONTRACT

THIS CONTRACT, made and entered into 01/01/2019 by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **Nash Consulting, Inc.**, (hereinafter referred to as "CONTRACTOR");

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services/Work

The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables consisting of leadership employee development program trainings in 13 Cohorts with 5 sessions each as is described in proposal under Exhibit A attached hereto and incorporated herein. The specific schedule will be coordinated between CONTRACTOR and the CITY and confirmed in writing and any changes to the agreed upon schedule will also be confirmed in writing.

2. Order of Precedence

To the extent there is any discrepancy or conflict between and/or amongst the terms of this Contract and Exhibit A, the controlling terms for this Contract will be interpreted in the following order of precedence, with the first listed being the most controlling, and the last listed being the least controlling: Contract, Exhibit A.

3. Changes to Scope of Work

The CITY shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by CONTRACTOR, the CITY will agree to reasonably compensate the CONTRACTOR for such additional effort up to the maximum amount specified herein or as otherwise provided by City Code.

4. Term

All services shall be satisfactorily completed on or before 12/31/2019 and this Contract shall expire on said date unless mutually extended in writing by the Parties.

5. Delay

Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

6. Compensation

The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract in accordance with Exhibit A

7. Not to Exceed Amount

The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed \$ 285,000 without the written consent of the CITY. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR, as is set forth in in Exhibit A.

In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.

8. Payment

CONTRACTOR shall submit monthly invoices for services completed and/or deliverables furnished during the invoice period. Upon CITY'S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables.

Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.

9. Payment Method

The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

10. Independent Contractor Status

The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create an employer and employee relationship. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless stated otherwise in this Contract. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may

be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.

11. Services Warranty

The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in the Scope of Work. In the performance of services under this Contract, the CONTRACTOR and its employees further agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals or service providers rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

12. Contract Administration

Human Resources Assistant Director, Ben Thurgood for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.

13. Specific Personnel

If before, during, or after the execution of this Contract, CONTRACTOR represents to the CITY that certain personnel would or will be responsible for performing services and deliverables under this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.

14. Right to Audit

Upon CITY's request, CONTRACTOR shall make available to CITY all accounts, records and documents related to the performance of this Contract for CITY's inspection, auditing or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance and quality assurance under this Contract or in satisfaction of City's public disclosure obligation, as applicable.

15. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters related to the performance of this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of 6 years after receipt of the final payment under this Contract or termination of this Contract."

16. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

<p>CITY:</p> <p>Name: Ben Thurgood</p> <p>Title: Human Resources Assistant Director</p> <p>Address: 747 Market Street #1336, Tacoma, WA 98402</p> <p>Telephone: (253) 591-5400</p> <p>E-mail: bthurgood@cityoftacoma.org</p>	<p>CONTRACTOR:</p> <p>Name: Mike Nash</p> <p>Title: President</p> <p>Address: 18527 Hazel Lane Leavenworth, WA 98826</p> <p>Telephone: (509) 630-2608</p> <p>E-mail: mike@nashconsulting.com</p>
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17. Termination

Except as otherwise provided herein, the CITY may terminate this Contract at any time, with or without cause, by giving ten (10) business days written notice to CONTRACTOR. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY’s own reasons and without cause due to the CONTRACTOR’s actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein. Termination of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

18. Suspension

The CITY may suspend this Contract, at its sole discretion, upon seven (7) business days’ written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR’S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends. Suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

19. Taxes

CONTRACTOR is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed,

made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR holds CITY harmless from such costs, including attorney's fees.

If CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including by Tacoma City ordinance, and including by a court of law, CITY will deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. Any such payments shall be deducted from the CONTRACTOR's total compensation.

20. Licenses and Permits

The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30. If applicable, CONTRACTOR must have a Washington state business license.

21. Indemnification

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the sole negligence of the CITY, or its officers, agents, or employees. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

22. Title 51 Waiver

CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

23. Insurance

During the course and performance of the services herein specified, CONTRACTOR will maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services and deliverables provided under this Contract. The City of Tacoma Insurance Requirements documents are fully incorporated herein by reference.

Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

24. Nondiscrimination

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

25. Conflict of Interest

No officer, employee, or agent of the CITY, nor any member of the immediate family of any such officer, employee, or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

26. City ownership of Work/Rights in Data and Publications

To the extent CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR'S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this sub-section. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract. CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

27. Public Disclosure

This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon

request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and CONTRACTOR has complied with the requirements herein to mark all content considered to be confidential or proprietary, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure. CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

28. Confidential or Proprietary Records Must be Marked

If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the notice requirements above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

29. Approval for Release of Information Related to Contract

If requested by CITY, CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles without CITY's prior written approval. CONTRACTOR may submit at any time for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.

This Section shall survive for six (6) years after the termination or expiration of this Contract.

30. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

31. Miscellaneous Provisions

Governing Law and Venue

Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration, or litigation arising out of this Contract.

Assignment

The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.

No Third Party Beneficiaries.

This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

Waiver.

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

Severability and Survival.

If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

Entire Agreement.

This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

Modification.

No modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.

Direct Solicitation and Negotiation

For service contracts valued \$25,000 or less the City signature authorizes waiver of competitive solicitation by "Direct Solicitation and Negotiation" of professional and personal services in accordance with Tacoma Municipal Code 1.06.256 and the Purchasing Policy Manual.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Contract for and on behalf of Contractor.

CITY OF TACOMA:
By:

CONTRACTOR:
By:

(City of Tacoma use only - blank lines are intentional)

Director of Finance: _____

City Attorney: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Exhibit A

PROPOSAL
LEADERSHIP DEVELOPMENT PROGRAM
For
City of Tacoma

Nash Consulting Inc.
www.nashconsulting.com
Mike@nashconsulting.com
509.630.2608

Provide a leadership training program for The City of Tacoma.

One of our core beliefs is that organizations function at their best when everyone in a leadership role is practicing the “top 15 management skills” (see workshop topics), and doing so in concert with one another by working off the same set of leadership beliefs and practices. When this happens, amazing things occur within the organization: employees become more engaged, roadblocks and unhelpful behaviors diminish, strong relationships based on trust and respect are built, information is more generously shared, meetings become more effective, and more. **The bottom line is that these organizational transformations can only happen if leaders possess and sustain strong management and leadership skills.**

OUR LEADERSHIP DEVELOPMENT STRATEGIES

Our leadership/management training strategies include several different phases/areas of focus. *Of course, no two agencies are alike. A total of 13 cohorts will be offered with 5 sessions each. There are several different ways to map out the process – it would be in our initial planning session with executive leadership at The City of Tacoma that we would make decisions as to which components to include, the order of events, and more.*

YEAR 1

Senior leadership

It's important that we spend time with senior leadership during the training process in a retreat setting or a series of days in which we introduce some of the concepts that are vital for that level of leadership, including:

- Employee morale: What it is, where it comes from, and how to build and maintain it.
- How to establish effective sponsorship for the leadership training throughout the agency
- Trust, respect, communication and more for senior management teams

It's also important that senior leadership attend the workshops described below along with the other leaders in the organization.

All leaders (“Managing with Mind and Heart”)

It's important that the entire leadership community at The City of Tacoma participate in leadership development. Building an effective leadership culture depends on all leaders practicing a similar set of skills.

Our “Managing with Mind and Heart” leadership training workshop is at the center of this effort. All leaders, from crew chiefs to top management, attend the workshop during year one in order to get on the same page regarding basic to high-level management/leadership skills. The best strategy, for the first year, is to mix all levels of leadership together into these classes, as opposed to separating into distinct leadership groups. In this way, you get the benefits of consistency between leaders, the ability to learn from one another, greater mutual respect and trust between leadership levels, a shared language, better coordination and communication between levels, and more.

The workshop generally consists of five full days of training, although we are flexible with this and can work with the agency to create a workable schedule. Class size can range from under 10 to 35+ people, although there are different benefits to both smaller and bigger class sizes. Often agencies offer this course in five consecutive weeks for continuity, although we've also frequently offered them to each group in every-other-week installments, for a duration of ten weeks.

There are several ways to get all 400 of the City's leaders through in the first year. Examples:

Group size: Thirteen groups of 30-32 leaders

Staggered start up: Two groups begin every six to eight weeks

Frequency: Each group meets every week for five weeks or every other week for ten weeks

A Sample of NCI's "Managing with Mind and Heart" Topics and Competencies

CONNECTING TO OTHERS

- Why Morale Matters, Whose Job It Is, And What To Do About It
- Adaptive Skills/Emotional IQ (The Skills You Brought With You From Childhood)
- The Power Differential (And Other Reasons Work Relationships Are Hard)
- The Top 15 Management Skills
- Building Trust and Respect with employees
- One-on-one Meetings: Why and How

PERSONAL GROWTH

- Johari's Window (You don't know what you don't know)
- Behavior Styles Theory
- What's Your Vibe? (Expectations, Wants and Needs)
- Expressions and Emotions (How People Show Up)
- Managing For Diversity
- Personal Self-Adjustment for Greater Effectiveness

COACHING AND DEVELOPING EMPLOYEES

- "Why Don't You Do Something About It?" (Manager Responses)
- The 10 Keys To Effective Coaching
- Dealing With Difficult Responses
- Managing Performance Issues
- Third Party Conflict Resolution

CREATING A POSITIVE AND PROFESSIONAL WORKPLACE CULTURE

- What Is Workplace Culture?
- How Do I Give and Receive Feedback Effectively?
- Can We Make Workplace Triangulation Disappear?
- When And How Should I Engage Employees in Decision-Making
- What Is Sponsorship And How Do I Get Some?
- How Do I Motivate Through Recognition And Appreciation?
- How do I Delegate Effectively?
- Who Should Talk To Whom About What? (Chain Of Communication)
- Is It Possible To Have Effective And Enjoyable Meetings?

SUSTAINABILITY

- What's In The Way of Change? (Homeostasis And Resistance)
- A Customizable Plan for Sustainability
- PROACT: Tried And True Methods For Achieving Sustainability

Action planning: It's important to note that we work with the groups during these training sessions to collaborate on a list of specific behaviors and actions to which the entire leadership team will be committed, then work with them in year two to ensure support, accountability and sustainability for those actions. (See attached "Action Plans")

YEAR TWO

There are several effective ways we might organize the second year of leadership development for The City of Tacoma. *It's important to note that this proposal does not include all of the various ways we may organize the second year for greatest effectiveness. We always work with agency leadership to create the pattern of trainings that best meets the needs of that organization.*

1. Break out groups

It's not uncommon that during year two we break the leadership groups into separate categories in order to help them discover more hands-on, practical, applicable ways to apply the leadership skills they learned in year one. For example:

Senior Leadership (6 to 8 half days)

Topics might include:

- Overall organizational culture
- Sponsorship, ownership, decision making, empowering others
- Sustainability
- Self-awareness, emotional IQ, etc.
- Managing the power differential
- Organizational roadblocks and pain points

Union Foremen/Leads (3 days)

Topics might include

- Going from peer to "peer-leader"
- Communication, morale, relationship building and more
- Self-awareness, emotional IQ
- Effectively using (not abusing) the power differential
- Creating a positive and professional work environment
- Managing up, managing down, and horizontal accountability

Human Resources (2 to 3 days)

There are a lot of benefits to providing leadership development skills specifically geared toward the HR functions in an organization. Here we work on communication, coaching and performance management, effective coordination with managers, workplace culture and more.

Departmental leadership (2 to 3 days)

During year two we often work with all levels of leadership within each department, instead of mixing leaders together as we do during the first year. There are many wonderful benefits to this arrangement, and these second year groups have often made the difference between a temporary "flavor of the year" dynamic and true sustainability. In these settings we can directly apply the leadership skills from year one to that department's specific behavioral patterns, culture, dynamics and needs. Topics might include:

- Communication, morale, relationship building and more
- Self-awareness, emotional IQ
- Customer service
- Creating high performance teams
- Decision making, ownership, accountability, delegation, and more
- Effectively using (not abusing) the power differential
- Creating a positive and professional work environment
- Managing up, managing down, and horizontal accountability

2. Targeted leadership behaviors

One approach to the second year content is to first create a firm commitment to employee engagement through work with the senior leadership team, even building that into current mission/vision statements. For example, one client recently added this paragraph to their vision statement:

At _____ we will provide a positive, fulfilling, and engaging experience for our employees. We will expect and reinforce leadership behaviors that contribute to that culture.

Next, we survey employees to ascertain which specific management behaviors would most likely achieve that result. In a recent second year program, the leadership, after surveying employees, chose to be committed to these six “big bang for the buck” leadership/management behaviors:

A. We will build relationships with our employees

We will create relationships based on trust and respect with our employees.

B. We will communicate effectively and transparently to our employees

We will distribute information accurately and thoroughly so that employees feel well-informed, respected and equipped.

C. We will ask for and be open to employees' feedback

We will know how we are doing, because we will ask, listen and continually grow and improve in our management skills.

D. We will give employees feedback regularly and skillfully

Employees will know how they are doing, including the areas in which they are succeeding, as well as where they need continued growth.

E. We will give employees ownership

We will hand off some decision-making authority, give autonomy, ask for ideas & opinions before deciding, and give away areas of control.

F. We will provide employees recognition and appreciation

Employee will feel appreciated and valued.

The Phase 2 training workshops are designed to train all leaders within the organization in the practical, hands-on, day-to-day iteration of these specific behaviors. We also work with them to create a measurement tool to help provide information, accountability and sustainability.

SUSTAINABILITY

Regardless of the stage we're currently in, our firm is committed to avoiding a “flavor-of-the-year” approach because we are convinced that this approach fosters a sense of cynicism and resistance to new training efforts among employees. To avoid this sort of impact and to create sustainability, NCI would work with The City of Tacoma in the following ways:

- Collaborative planning up front with executives, HR and other stakeholders
- Action plans/commitments during each training series with each group (see attached sample)
- Direct training in sustainability practices
- Work with various levels of leadership as separate entities in the second year in order to focus on skills and applications that uniquely apply to that level of leadership
- Help with the creation of specific sustainability practices and processes, possibly to include ongoing “check in” meetings for various groups; “cheat sheets” and other tools, and more
- Surveys, assessments and other measurement tools (see attached sample)
- Common commitment exercises for individual departments (Year two) (see attached sample)
- Train the trainer options, if desired



OUR TRAINERS/COACHES

Nash Consulting is fortunate to have on our team an amazingly talented group of trainers.

Between the seven of us, we have over 100 years of training experience. We come from a wide variety of different backgrounds and experiences, we represent several different certification programs, we have specialties in many different industries, types of organizations, and individual client growth opportunities.

Michael Nash

- B.A. in Social Work
- M.A. in Applied Behavioral Sciences and Organizational Development & Coaching
- 18 years of direct executive management experience
- Founder of Nash Consulting, Inc. where he created the “Managing with Mind and Heart” curriculum designed to help leaders of all levels become skilled in creating effective workplaces.
- 21 years of partnering with organizations as an external consultant, executive and individual coach, and leadership trainer, with a specialty in organizations with a strong union presence, including utilities, hospitals, and government agencies.

Scott Ummel

- B.A. in Multidisciplinary Studies, Minor in Psychology
- 10 years of high-level executive management experience
- Multiple years of experience in conflict resolution, training, organizational trouble shooting, and in successfully closing the divide between isolated departments

Hana Butler

- M.Ed. Recreation and Team Building
- A variety of experience as a coach, trainer and facilitator

Tom Keziah

- B.A in Political Science from Duke University
- JD (Doctorate in Law)
- 20 years experience in managing/leading
- 16 years as a pastor, trainer and mentor

Andrew Cline

- B.A. in Distributed Studies
- M.A. in Applied Behavioral Science with an emphasis on Org. Development & Executive Coaching
- Certified Coach with International Coach Federation
- 10 years direct management experience
- 20 years of consulting and executive coaching

Lee Riley

- BA in philosophy and education
- MA in leadership and culture
- M.Div with concentration in human development (Princeton)
- 15 years of experience in direct management, leadership development, coaching, nonprofit leadership, strategic planning and organizational development



Fees

Our basic rates, without expenses and other associated costs are:

<i>Hourly work</i>	<i>\$350/hour</i>	
<i>Trainings/Workshops</i>	<i>\$3,500/day</i>	<i>\$2,200/half day</i>

Travel and other expenses

We charge the current federal rate for mileage, and if a hotel is needed prior to morning sessions, we would include those charges in our invoice. (Our consultants/coaches all live in Washington State, but a few of us are several hours away from your location.) Other charges might include parking, ferry fare, etc.

Clients have the responsibility of creating the training notebooks using our materials, then retain the right to use all materials for their own internal future efforts toward sustainability into the future.

Cancellations/Reschedules

- If the City cancels a class with less than 48 hours' notice, the City will be charged for the missed class.
- The City will not be charged for a cancellation if it is made more than 48 hours in advance.
- While the City may reschedule the class, the class will count as an additional class and will therefore be charged accordingly.
- Nash will make an effort to find a substitute teacher rather than cancel a class.

Proposal

<i>Hourly work (estimate)</i>	<i>\$350/hour X 10 hours</i>	<i>\$3,500</i>
<i>Trainings/Workshops</i>	<i>\$3,500/day X 65 days</i>	<i>\$227,500</i>
<i>Sessions with executive leadership</i>	<i>\$2,200 X 4</i>	<i>\$8,800</i>
<i>Travel and other expenses</i>	<i>Rough estimate</i>	<i>\$15,000</i>
	<i>TOTAL:</i>	<i>\$254,800</i>