



PROFESSIONAL SERVICES AGREEMENT

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1. **Project: D.E.I.B Foundational Workshop**
  2. **Parties:** City of Port Townsend, a Washington municipal corporation (the “City”), and Potential Unleased Consulting, a limited liability company (the “Consultant”).
  3. **Total Amount: \$7,300.00**
  4. **Date of Contract:**
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**THIS AGREEMENT is entered into between the Parties as follows:**

1. **Services and Performance by the Consultant.** The Consultant shall provide services as described in Attachment 1 attached hereto, which is incorporated by this reference as if fully set forth. All such services will be rendered with the degree of skill and care exercised by members of Consultant’s profession practicing under similar circumstances at the same time and in the same or similar locale, and in compliance with all federal, state, and local statutes, rules, and ordinances applicable to the performance of such services.

2. **Payment by the City.** The City shall provide by payment a total amount not to exceed the amount set forth above for services provided in this Agreement.

3. **Term and Completion of Work.** This Agreement shall remain in effect until completion of the services described in Attachment 1 and final payment has occurred, unless terminated in accordance with this Agreement. Work shall not commence until the Consultant has provided insurance as required by this Agreement. All work shall be completed by **DECEMBER 2, 2025.**

4. **Insurance Requirements.** At its expense, the Consultant shall obtain and maintain insurance as set forth in Attachment 2.

5. **City Business License Required.** The Consultant must obtain a City of Port Townsend business license before any payment under this Agreement can be made.

6. **General Terms.**

A. Payment Schedule and Terms.

1. The project fee set forth in this Agreement is the total amount due to the Consultant in the amount set forth above for all services performed and expenses incurred under this Agreement.
2. The project fee includes direct labor costs, overhead costs, and direct (expense) costs, including materials, supplies, equipment, costs for travel (paid at the published IRS travel and per diem rates), reproduction costs, and telephone, facsimile, and computer use incurred during the billing period.

3. The Consultant shall maintain time and expense records and provide such records to the City on a monthly basis, along with invoices in a format acceptable to the City for work performed to the date of the invoice. The Consultant shall provide progress reports, scheduling, and completion information on requests of the City.
4. The Consultant shall keep cost records and accounts pertaining to this Agreement available for inspection by the City's representative for six (6) years after final payment. The Consultant will provide copies to the City upon request at no additional charge.
5. If the services rendered do not meet the requirements of the Agreement, the Consultant will correct or modify the work to comply with the Agreement. The City may withhold payment for such work until the work meets the requirements of the Agreement.

B. Termination.

The City may terminate this Agreement for cause after notifying the Consultant of its default and giving the Consultant 10 days to cure the default. The Consultant will be paid just and equitable compensation as provided in Paragraph 2 for any satisfactory work completed prior to the date of termination.

C. Indemnification and Hold Harmless.

1. The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
2. **However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.**

D. No Partnership.

The Parties agree that nothing contained in this Agreement shall be considered as in any way constituting a partnership between the City and Consultant.

E. Independent Consultant.

The Consultant is and shall be at all times during the term of this Agreement, an independent Consultant and not an employee of the City. The parties fully understand the nature of independent Consultant status and intend to create an independent Consultant relationship. The Consultant, and not the City, shall have the right to control the manner and means by which the work or service is accomplished. The City shall retain the right, however, to ensure that the work or service is being performed according to agreed-upon requirements. Consistent with this relationship, Consultant shall not be covered by any City benefit programs, such as health and welfare benefit plans, social security, workers' compensation, or unemployment compensation and shall not be treated as an employee for federal or state tax purposes or any other purpose. The Consultant shall be responsible for paying all taxes related to payments City makes to the Consultant, including federal income taxes, self-employment (Social Security and Medicaid) taxes, and local and state business and occupation taxes, and the City is not responsible for withholding for or paying any of those taxes. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers' compensation, or for otherwise assuming the duties of an employer with respect to Consultant or Consultant's employees.

F. Non-discrimination.

1. Consultant shall not discriminate against any employee, applicant for employment, or any person seeking Consultant's services under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap. Consultant understands that violation of this provision shall be cause for immediate termination of this Agreement and Consultant may be barred from performing any services or work for the City in the future unless Consultant demonstrates to the satisfaction of the City that discriminatory practices have been eliminated and that recurrence of such discriminatory practices is unlikely.
2. Consultant shall comply, and shall require its subcontractors to comply, with the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA), as amended, and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60, as amended, and its implementing regulations, with regard to the work and services provided pursuant to this Agreement.

G. Compliance with all applicable laws.

The Consultant shall at all times in connection with performance of this Agreement, comply with any and all other applicable federal, state and local laws, rules, ordinances, and regulations.

H. Notices.

All notices shall be delivered personally or may be delivered by any of the following methods: mailed by certified mail, return receipt requested; regular mail; courier service; facsimile; or

electronic mail to the other party as their address appears of record with the City or State. In the case of notice by mail, notice shall be deemed given on the date of postmark. In the case of facsimile or electronic mail, notice shall be deemed given when received.

I. Ownership of Documents.

All work products, papers, notes, memoranda, correspondence, drawings, specifications, reports, and other documents and records of any sort produced, received, held, or maintained in conjunction with the performance of this Agreement by the Consultant are initially owned by the Consultant. However, Consultant understands that any Work Product is a public record, and Consultant will immediately provide the City with any Work Product upon request as further described below. The parties understand that the City must comply with the Washington State Public Records Act (Chapter 42.56 RCW) and applicable retention schedules (Chapter 40.14 RCW).

Consultant shall retain all books, records, documents and other material relevant to this Agreement, for six years after its expiration. The consultant agrees that the City shall have full access and the right to examine any of said materials at all reasonable times during said period. Consultant agrees to cooperate with the City to produce in a timely manner any records in the possession of Consultant relating to the performance of this Agreement which are or may be the subject of a valid request under the Public Records Act, RCW Chapter 42.56.

J. Nonwaiver.

Any failure by the City to enforce strict performance of any provision of this Agreement will not constitute a waiver of the City's right to subsequently enforce such provision or any other provision of this Agreement.

K. Legal Fees.

In any lawsuit between the parties with respect to matters covered by this Agreement, the prevailing party will be entitled to receive its reasonable attorney fees and costs in the lawsuit, in addition to any other relief that may be awarded.

L. Applicable Law; Venue.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action shall be the Superior Court of Jefferson County.

M. Assignment or Delegation.

The Consultant shall not assign any of its rights or interest in this Agreement, nor delegate any of its duties hereunder to any other person, firm, or entity without the express written consent of the City first being obtained.

N. Modification.

No modification of this Agreement shall be effective unless agreed to in writing and signed by the Parties.

O. Complete Agreement.

This Agreement, together with the attachments, reflects the entire agreement of the parties relating to the subject matter thereof, supersedes all prior or contemporaneous oral or written agreements, or any understandings, statements, representation, or promises, and is intended fully to integrate the agreement between the parties with respect to the matters described in this Agreement.


P. Other Terms.

Additional terms (if any) are set forth in an attachment that will be numbered Attachment 3 and initialed and dated by the parties.

IN WITNESS WHEREOF, the City of Port Townsend and Consultant have executed this Agreement.

**CITY OF PORT TOWNSEND**

**CONSULTANT**

By:   
\_\_\_\_\_  
John M. Mauro, City Manager

By: Jahmad Canley *Jahmad Canley*  
\_\_\_\_\_  
Name:  
Title: President/CEO  
\_\_\_\_\_

Mailing Address:  
250 Madison Street, Ste 2  
Port Townsend, WA 98368

Mailing Address: P.O. Box 112189  
Tacoma, WA 98411  
\_\_\_\_\_  
\_\_\_\_\_

Date: 01/29/25  
\_\_\_\_\_

Date:  
01/28/2025  
\_\_\_\_\_

**ATTACHMENT 1**  
**SCOPE OF SERVICES**

## ATTACHMENT 2

### INSURANCE REQUIREMENTS

The Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### **No Limitation**

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

#### **A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants, and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

#### **B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

**C. Other Insurance Provision**

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance with respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**E. Verification of Coverage**

The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

**F. Notice of Cancellation**

The Consultant shall provide the City with written notice of any policy cancellation, within two business days of Consultant's receipt of such notice.

**G. Failure to Maintain Insurance**

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand or, at the sole discretion of the City, offset against funds due the Consultant from the City.

**H. Public Entity Full Availability of Consultant Limits**

If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.



# POTENTIAL UNLEASHED DEIB PROPOSAL

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PREPARED FOR THE:  
CITY OF PORT TOWNSEND  
DECEMBER 2024

Prepared by:

**Jahmad Canley**

CEO & President  
Potential Unleashed Consulting

**Contact Information:**

253.592.5610 (Direct)  
[www.Potential-Unleashed.com](http://www.Potential-Unleashed.com)

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# A DEIB APPROACH

We believe that the work of diversity, equity, inclusion, and belonging is, at its core, about creating the conditions for interconnection, well-being, and thriving within individuals and across organizations and communities, and through networks and systems that affect all of our lives. This work is relational: It draws us together, asking us to use our imagination and differences as assets to create shared rewards and spaces of belonging; it offers us a potent and necessary antidote to the social and economic forces that seek to other and divide us.

Together, DEIB seeks to address the dehumanizing power imbalances, the patterns of rupture and harm, which are endemic to our society and, as such, can often permeate organizations. DEIB asks us to visualize an organization, and a world, in which we are interdependent, conscious of how we impact each other, and focused on building bridges. DEIB reminds us that it is all of our responsibility – and all of our opportunity – to do the work so we can manifest our values.

Potential Unleashed Consulting specializes in customized organizational consulting and training for personal and professional development, cultural alignment, change management, and leadership coaching. Unlike a lot of consulting firms, we empower our clients with a customized, proven process for growth and sustainment. Our process enables us to develop customized solutions that address the unique issues and goals of every client, regardless of their size or industry. This allows us to instill the process into the client's operation and culture, ensuring lasting results and continuous improvement.

We believe that equity and belonging grow from behaviors and cultural norms that support emotionally intelligent and culturally aware leadership. These conditions create stronger, more trusting, and more effective teams that are able to attract and retain diverse talent, encourage and sustain innovative approaches to work, increase authentic and fluid communication across the organization, and allow all team members to bring their super selves to the work every day.

We help develop cultures of accountable champions whose contagious enthusiasm for DEIB transforms company culture. We focus on developing a shared understanding and common language around behavioral patterns related to bias, culture, and leadership. Clients become aware of organizational norms, how they often benefit dominant/ in-group members and marginalize non-dominant/out-group members, and how all of us can play roles in building an equitable & inclusive organizational culture that invites and maintains a diverse workforce.

This is human work, not easily contained by any pre-determined form. It requires a sustained commitment to a vision and process grounded in deep listening, shared understanding, a sense of interdependence, openness, and curiosity, holding multiple truths, taking responsibility for our impacts, practicing loving-kindness, living at our growing edges and learning from our mistakes, knowing our different roles in the work, and taking action together.

## A DEIB APPROACH

These values become embodied through an organization's practices and culture, as well as its policies, programs, projects and budgetary decisions.

Our commitment is to support your continuous commitment to DEIB. We serve as capacity builders, creative strategists and coaches. We train our clients on essential DEIB frameworks, tools and skills that build their muscles to examine and interrupt how their organization contributes to different forms of social harm. We guide our clients as they apply these understandings to identify, design, and implement organizational structures and policies that amplify their positive impact with each other and with the people they serve. Our context is the constellation of self, team, organization, community, society, history, and culture. We provide our clients with the experience of being supported while nurturing their self-awareness and stretching their expectations for themselves and each other. Clients learn to leverage their personal and shared power and resources toward equitable processes and outcomes.

Our training methods are designed to create experiences and integrate a range of styles and modes so that all learners are reached. We use personal reflection, pair and small group dialogue, role-playing and physical theater, visual arts, video, writing and music as vehicles for exploration and expression. Equity and belonging have always been at the core of who we are and as a result, we have been delivering our workshops through virtual media long before COVID 19. We recognize that it takes many modalities in order to reach all learners.

We approach our work through a relational aspect – as opposed to a transactional one which focuses on authenticity, open dialogue and trust. We provide our clients with the experience of being supported while nurturing their self-awareness and stretching their expectations for themselves.

A large benefit to working with Potential Unleashed Consulting is that every client gets the benefit of our whole team, rather than one solo individual. Our team works together to design our workshops and solutions for every client. This enables us to look for and point out our blind spots, utilize expertise and strengths, and provide multiple diverse perspectives and lived experiences. To save costs and streamline communications, Potential Unleashed Consulting will select a primary consultant and point person. To remain in integrity with our commitment to equitable work practices and partnership, our team will stay in close communication about the work – from emergent decisions to its overall progress – so that we can support each other and City of Port Townsend. Our team consists of people from various racial and ethnic backgrounds, genders, sexuality, age, and geographic locations.

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# A BLUEPRINT FOR DEIB

Our team of diversity, equity, inclusion and belonging consultants, proposes the following Blueprint for DEIB, a sequence of activities designed to solidify City of Port Townsend process to embed this throughout its organizational culture and work.

## CORE ELEMENTS

### DEIB Foundational Workshop

April 23, 2025

9am - 1pm

City of Port Townsend

All Employees

We will design and facilitate training to ground all participants in a set of shared frameworks, common language, and initial skills to understand how the work of DEIB functions in society and within organizations.

Participants will:

- Unpack and reflect on how race, gender, age, and other social identities set up all people to have different degrees of power and privilege in society.
- Examine key “both/and” concepts that support authentic relationships across social and hierarchical power differentials.
- Recognize the difference between blame and responsibility, and use that as a platform for accountable relationships.
- Differentiate between racism, prejudice, discrimination, and oppression, and explore how different forms of oppression intersect.
- Examine unconscious bias and its impacts of it on our culture.
- Begin to examine how bias functions within society and within organizations.
- Understand how our social identities give us different but equally significant roles in the work of DEIB, and how we can work together, strategically, to create justice and liberation.
- Begin to develop a “journey mindset,” the understanding that becoming an organization rooted in diversity, equity, inclusion, and accessibility is a process that requires sustained commitment to a vision.

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# A BLUEPRINT FOR DEIB

## ESTIMATED COST

As part of our commitment to supporting the critical role that City of Port Townsend holds within our broader regional community, we are pleased to offer a reduction on our typical not-for-profit consulting rates: An additional reduction is reflected on all training rates listed below.

This estimate reflects all consulting team costs including meetings, phone calls, and emails with City of Port Townsend representatives. To save costs and streamline communications, Potential Unleashed will select a primary consultant and point person for City of Port Townsend. To remain in integrity with our commitment to equitable work practice and partnership, our team will stay in close communication about the work – from emergent decisions to its overall progress – so that we can support each other and City of Port Townsend with the perspectives that come from our unique lived and professional experiences. For this reason, as with all of our projects, this estimate includes time for our team to meet virtually and by phone.

<b>CORE ELEMENTS</b>	<b>EST. COST</b>
DEIB Workshop	\$6,950.00
Administrative and Coordination Fees	\$350.00
<b>TOTAL CORE ELEMENTS</b>	<b>\$7,300.00</b>

# SCOPE OF WORK AGREEMENT

This agreement contains contract terms as well as information to help you plan for the work. After your review, **please sign this agreement no later than January 18, 2025** (Refer to *Accepting this Agreement and Next Steps*)

Today's Date	December 19, 2024
Client:	City of Port Townsend
Project Name:	DEIB Foundational Workshop
Delivery Dates/ Schedule:	April 23, 2025
Location:	380 Jefferson Street, Port Townsend, WA

Points of Contact:

City of Port Townsend	Contacts for Potential Unleashed
Name:	<b>Jahmad Canley</b> (he/him/his)
Title:	CEO & President
Address:	Potential Unleashed Consulting PO Box 112189 Tacoma, WA 98411
Email:	jcanley@potential-unleashed.com
Phone#:	Office: 253-592-5610

City of Port Townsend	Logistics & Support: Potential Unleashed Consulting
Name:	<b>Wendy Troutman</b> (she/her/hers)
Title:	Executive Assistant
Email:	Potential Unleashed Consulting wtroutman@potential-unleashed.com
Phone#:	Office: 253-592-5610   Cell: 770-256-2088

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# SCOPE OF WORK AGREEMENT

**Client is responsible for:**

Consultant's airfare, ground transportation, meals, and lodging (if applicable)

The coordination and expense of the event venue, audio/visual equipment, catering, and any other third-party charges incurred for the event(s).

This proposal is valid for fifteen (15) days from the date of this agreement

**The client will:**

Provide Potential Unleashed Consulting LLC with copies of previous surveys, assessments, and other documents relevant to the completion of this scope of work.

Assist with scheduling of interviews and meetings that were needed to complete the scope of work.

**Potential Unleashed Consulting will:**

Support the client with information and guidance related to meeting logistics and preparation for services being provided.

Review and discuss client needs by conference call prior to the session.

Provide Potential Unleashed Consulting LLC consultant(s) to conduct the work.

**Payment Terms**

The contracted amount will be invoiced at the end of the session.

Payments are non-refundable. If the client cancels services contained in this Scope of Work Agreement for any reason, Potential Unleashed, LLC will retain the first payment. A 2% finance fee will accrue if unpaid after 45 days from the due date indicated on the invoice.

**Change in Scope of Work**

In the event that the client requests a change in services, deliverables, or consulting time, a Scope of Work addendum will be added to the existing contract.

**Contract Cancellation Terms**

The client will reimburse Potential Unleashed Consulting for any non-refundable expenses incurred for a cancellation. A 50% fee will apply for cancellation within two weeks of any scheduled event (if applicable unless COVID-related).

**Contract Postponement Terms**

If the client postpones programs, services or deliverables, in whole or in part, 15 days or less before the start of the service, the client will pay an additional postponement fee of 25% of the contract total for that service. The client has 60 days to reschedule the program or service, which must take place within six months of the original start date. If not rescheduled during that time frame, the postponement will be treated as a cancellation (100% forfeiture of all fees).

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# SCOPE OF WORK AGREEMENT

## **Contract Postponement Terms (*Continued*)**

Additionally, the client will reimburse Potential Unleashed Consulting for any non-refundable expenses incurred for a postponement.

### **Contract Period**

The start date for deliverables outlined in this Scope of Work Agreement will commence when all parties have signed the agreement. The contract period ends no later than one year after all parties have signed the agreement. Should the contract period expire, the contract will be treated as a Cancellation and all terms outlined under Cancellation Terms apply.

### **Force Majeure**

Neither party shall have any liability for any failure or delay in performance of their obligations under this Agreement because of circumstances beyond their reasonable control, including without limitation, travel delays, acts of God, fires, floods, earthquakes, acts of war or terrorism, civil disturbances, sabotage, illness, accidents, unusually severe weather or governmental actions.

### **Intellectual Property**

All designs, methods, materials, and processes prepared, created, or developed by Potential Unleashed Consulting, LLC, whether alone or in collaboration with others, shall be exclusively owned by Potential Unleashed Consulting, LLC. Any recordings (including but not limited to Audio & Visual) is strictly prohibited. Permission to use Potential Unleashed Consulting's intellectual property outside of the services outlined in this scope of work agreement must be agreed to in writing before use.

In some cases the client may negotiate to be granted a license that allows them to utilize recorded sessions for internal use only. In those cases, a licensing agreement will be created between Potential Unleashed, LLC and the client.

Example:

Recordings: One training class per topic will be recorded by Potential Unleashed for asynchronous and archival use of the client.

Potential Unleashed Consulting will grant the client a \_ year license of the video content based on the following terms.

- Videos will be recorded by Potential Unleashed Consulting.
- Videos will be stored on the Potential Unleashed Consulting Secured Platform.
- Potential Unleashed will provide access to the platform and videos to client for up to \_\_ months from time of delivery.
- Client will have the option to extend the license upon the expiration of the original agreement.
- The client agrees to not share or publish recordings to any public site



# SCOPE OF WORK AGREEMENT

## ACCEPTING THIS AGREEMENT & NEXT STEPS

**To engage Potential Unleashed Consulting, LLC:**

NOTE: If a signed agreement is not received by the due date, any dates held in association with this work will be released. You will be contacted by Potential Unleashed Consulting, LLC to prepare for the project and coordinate any logistics.

Please contact us if you have any questions or needs prior to the delivery date. The signature below indicates acceptance of the contract terms as specified.

**Accepted By:**

City of Port Townsend	Potential Unleashed Consulting
Name:  Title:  Signature:  Date:	Name:  Title:  Signature:  Date: