

**SPONSORSHIP AND PROMOTION OF ENTREPRENEURIAL
AND BUSINESS DEVELOPMENT PROGRAMMING**

This sponsorship and promotion agreement (Agreement) is entered into by and between the Port of Benton, a municipal corporation and special purpose district of the State of Washington (hereafter referred to as "Sponsor"), and Washington State University Tri-Cities, an institution of higher education and agency of the state of Washington by and through its Tri-Cities campus (hereafter referred to as "WSU"). The Sponsor and WSU may be collectively referred to herein as the "Parties" and individually as "Party".

THE PARTIES AGREE AS FOLLOWS:

1. PURPOSES:

- a. Washington State University, Carson College of Business, offers certificate-based continuing education programs under the premise of developing and retaining a well-trained community workforce, recruitment and retention of high-quality family-wage jobs, and executing programs that provide critical training that results in successful businesses in our community that contribute to a stable and sustainable economy.
- b. It is the responsibility of local governments to use public funds to carry out programs with a fundamental purpose of government, and to that end public sponsors find a clear nexus between protecting and stabilizing the local economy through business development programs. The programs considered by this Agreement ensure stability of business recruitment and retention that result in consistent and stable employment for the citizens of the region and allow for stable households and businesses that can contribute property taxes, sales tax, and business fees that support the provision of high-quality and necessary public services for a quickly growing community.
- c. The Parties have sought to reestablish business development programming throughout the Tri-Cities in identifying the mix of available programs, historically available programs, and existing programs of similar offering it was acknowledged the breadth and value of the WSU Carson College of Business certificate based continuing education and workforce development programs. Further, the major opportunity of the programs considered by this Agreement are to support the scale up of programs available to startup, intermediate and mature long-established businesses.
- d. The Parties wish to establish a basis for cooperation of public entities, private businesses, and non-profit corporations to offer entrepreneurial and business development programming inclusive of courses and certificates that result in the expansion and sustainability of the local workforce and economy. Through this Agreement, the parties establish a common, malleable, and flexible platform by which the entities can cooperate in common sponsorship and promotion of entrepreneurial and business development programming.
- e. This Agreement is established under the premise of providing diverse, equitable, and inclusive access for community members to participate in programs that develop

necessary workforce skills that result in the creation and retention of strong community-based jobs.

- f. No WSU academic course credit will be conferred for completion of courses or receipt of certificates as contemplated under this Agreement.

2. TERM AND TERMINATION

- a. This Agreement shall become effective between WSU and the Sponsor upon execution and remain in effect for 12 calendar months from the 1st day of the 1st full month following the execution between the Parties.
- b. This Agreement shall automatically renew for an additional 12-month term unless Sponsor provides advance written notice of termination 30-days prior to the last day of Sponsor's term.
- c. WSU or the Sponsor may terminate their participation in this agreement with 30-day written notice to the other Party.
- d. Sponsorship paid under this Agreement are not refundable upon termination.

3. DUTIES OF SPONSORS

- a. Regardless of sponsorship level or level of participation, and irrespective as to whether monetary or in-kind, all sponsors shall:
 - i. Provide promotional advertising of WSU's certificate-based continuing education programs as a resource to area employers, employees, and entrepreneurs. This promotional advertising should be coordinated with Carson College of Business or shared from existing materials proffered by WSU.
 - ii. Offer an annual or per-course process for businesses, entrepreneurs, trade associations and similar professionals to apply to participate in programs offered by WSU Carson College of Business.
 - iii. Provide WSU with a list of upcoming individuals awarded by the sponsoring organization to complete registration for the named course or series of courses prior to the registration deadline for said course or series.

4. DUTIES OF WSU

- a. Provide, to the extent practical, participation by individuals referred to them under Section (3)(a)(iii) to participate in the courses outlined in **ATTACHMENT A** and deduct registration costs from the sponsored amount. This provision does not preclude WSU's independent recruitment of participants for the listed courses separate of the Sponsor.

- b. Denote courses provided in **ATTACHMENT A** available to individuals referred for participation under this Agreement (as provided for in the amount specified in Section 5 of this Agreement).
- c. Provide quarterly reporting to Sponsor for each course completed in the prior quarter; indicating total number of participants, breakdown of number of participants by their city of residence and/or registered business location, total number of participants in each course, total number of participants sponsored by this agreement. This reporting is to be confidential between the Parties as to the specific name of an individual, business or organization participant; Parties will seek to retain confidentiality for personally identifying information to the extent practical under Washington State Public Records laws.
- d. Seek additional partners and businesses to collaborate in provision of programs.

5. SPONSORSHIP LEVELS

- a. Sponsor and WSU agree to utilize the courses outlined in **ATTACHMENT A** as the basis of the sponsored content under this Agreement. Sponsor will send participants to sponsored coursework throughout the year, and WSU will deduct registration costs from the annual sponsorship amount. Further, WSU will report the remaining amount available from each sponsor regularly so that the Sponsor may ascertain the approximate number of referrals they have remaining.
- b. The Port of Benton will provide a total sponsorship level of \$10,000, inclusive of registration fees.

6. General Requirements and Standards

- a. Entire Agreement: This Agreement is the complete expression of the terms hereof, and any representation or understandings, whether written or oral, not incorporated herein are excluded.
- b. Modification: This Agreement may only be modified in writing and must be signed by all Parties participating in Agreement at the time of modification. Modifications made become applicable to the Parties upon their individual renewal date unless an earlier effective date is agreed to in writing.
- c. No Assignment: No party shall have the right to transfer or assign its rights or obligations under this Agreement without the prior written consent of all other Parties.
- d. Venue: Any action filed under or related to this Agreement must be brought in Benton County Superior Court.
- e. Recording: This Agreement shall be filed with the Benton County Auditor by WSU or otherwise made public in accordance with the Washington State Public Records Act.

- f. **Dispute Resolution:** If any dispute arises among the Parties which is not resolved by routine meeting or communication, the disputing parties agree to seek resolution of such dispute in good faith by meeting as soon as feasible. If the disputing parties do not come to an agreement on the dispute they may agree to pursue mediation through a process to be mutually agreed upon, with the parties to the dispute sharing equally the costs of mediation and assuming their own costs.
- g. **Severability:** The invalidity of any clause, sentence, paragraph, section or portion thereof shall not affect the validity of the remaining provisions of the Agreement. In the event the provision invalidated is necessary for any Party to continue to receive the benefits received under the Agreement before the invalidation, the Parties agree to amend the Agreement to provide a substitute provision that enables it or them to continue to receive such benefit.

7. Counterparts

- a. This Agreement may be signed in counterparts, and if so signed shall be deemed one integrated agreement.

Port of Benton
"Port or Sponsor"

Approved by:



Name: Diahann Howard, PPM®

Title: Executive Director

Date: 7/27/2022

Approved as to form:



Name: David Billetdeaux

Title: Port General Counsel

Date: July 27, 2022

Washington State University
"WSU"

Approved by:



Name: Heather Davison

Title: Contract Manager
Real Estate and Business Operations

Date: 7/26/2022

Recommended by:

Name: _____

Title: _____

Date: _____

ATTACHMENT A

EXAMPLES OF PROGRAMS/COURSES OF WSU OFFERED NOW OR AVAILABLE IN THE FUTURE BY THIS AGREEMENT

- Professional Development Courses

These courses/certificates are designed to provide basic knowledge in these areas.

- Most of these courses are designed to be online and on-demand.
- Although varied, estimated time to complete a course is approximately 8 hours.
- Cost per course will vary.

Targeted learners: Employees desiring entry-level, basic foundational knowledge; employees/managers seeking industry-specific training

Available/Currently offered

- Wine Tasting Room Server Training Certificate (\$249/registrant)
- Wine Business Management Certificate

To be developed - 2022

- Foundations of Business
- Wine Tasting Room Server Credential (in-person)

Proposed future courses

- Customer Service Certificate
- Entrepreneurships & Innovation Certificate
- Taproom Server Training Certificate

- Business Acumen Courses

In this program of courses, employees/managers will develop and apply foundational core business skills with a holistic understanding of the organization, including how business decisions impact organizational goals.

- Courses can be taken separately or combined as a certificate program. Certificate requirements – to be determined.
- Courses will be scheduled during specific dates.
- Most of these courses are designed to include self-paced online components with scheduled sessions with instructor and other students
- Estimated time to complete each course is approximately 20 hours.
- Approximate cost per course is \$1295.

Targeted learners: Mid-level employees/managers across industries; professionals without an undergraduate degree or without a business degree

In development

- Financial Well-Being of the Organization
- Digital Transformation

Proposed future courses

- Business Costs and Implications
- The Business Mindset

- Managing Human Resources
- Customer Experience and Relationships (CX)
- Learning to Lead: Supervisory Skill Set Courses

Supervisors will learn to address the concerns of the organization by effectively and efficiently leading individuals and teams, handling grievances as they arise, and meeting deadlines and solving problems in a timely manner.

 - Courses can be taken separately or combined as a certificate program. Certificate requirements – to be determined.
 - Most of these courses are designed to be self-paced online. In some courses, sessions with instructor and other students will be scheduled.
 - Estimated time to complete each course is approximately 10 hours.
 - Approximate cost per course is \$795.

Targeted learners: First-time supervisors; early career supervisors

Proposed future courses

- Communications 101
- Team Supervision I
- Team Supervision II
- Business and Organizational Knowledge
- Project Management
- Supervision Capabilities
- Consultation Opportunities

Available/Currently offered

 - Consulting: process improvement/supply chain; general operations research; lean processes
- Any additional program may be added at any time by mutual agreement between WSU and Sponsor