

**ORANGE COUNTY  
BOARD OF COMMISSIONERS**

**ACTION AGENDA ITEM ABSTRACT**

**Meeting Date:** November 5, 2009

**Action Agenda**

**Item No.** 4-e

**SUBJECT:** 2009-2010 Small Business and Contract Renewal

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**DEPARTMENT:** Economic Development

**PUBLIC HEARING:** (Y/N)

No

**ATTACHMENT(S):**

A. SBTDC Contract

**INFORMATION CONTACT:**

Brad Broadwell, 245-2306

Yvonne Scarlett, 245-2325

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**PURPOSE:** To renew a contract to continue support of small business development services for Orange County as stated in the Economic Development Strategic Plan adopted May 14, 1996 and reaffirmed by the Economic Development Commission in its new strategic plan, **Investing in Innovation: 2005-2010**.

**BACKGROUND:** A primary goal of the Economic Development Commission since its inception has been providing assistance to small businesses to enable them to grow and prosper in Orange County. The Small Business and Technology Development Center (SBTDC) provides significant services to local businesses and has operated under contract with Orange County since 1990. The contract provides for \$10,000 to be paid on or about November 15, 2009.

For the period July 2008 through June 2009, the SBTDC served 201 Orange County clients for a total of 2,335 hours of counseling time. The SBTDC also presented 19 training events – serving 541 attendees including 40 minorities, 92 women, 1 veteran – with 55 attendees currently in business.

**FINANCIAL IMPACT:** The annual budget for the Economic Development Commission approved for Fiscal Year 2009-10 includes \$10,000 for professional contract services for the renewal of this contract with the SBTDC.

**RECOMMENDATION(S):** The Manager recommends that the Board approve the contract renewal and authorize the Manager and the Clerk to the Board to execute the contract.

NORTH CAROLINA  
ORANGE COUNTY

THIS AGREEMENT, made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2009, by and between Orange County, North Carolina, 200 S. Cameron Street, Hillsborough, North Carolina, hereinafter referred to as "County" and North Carolina State University for and on behalf of its Small Business and Technology Development Center, 5 West Hargett Street, Suite 600, Raleigh, North Carolina 27601-1348, hereinafter referred to as the "SBTDC".

WITNESSETH:

WHEREAS, the on-going work of the Orange County SBTDC is consistent with the Orange County Economic Development Strategic Plan; and

WHEREAS, the work of the Orange County SBTDC, the development of more comprehensive small business information, and a public awareness and educational program on the services available to small business, is an integral part of meeting the objectives specified in the Orange County Economic Development Strategic Plan; and

WHEREAS, the Orange County Economic Development Commission, hereinafter referred to as the EDC, has endorsed the Orange County SBTDC concept, and has encouraged the County's support, financial and otherwise; and

WHEREAS, the EDC is an agency of the County; and

WHEREAS, economic development is an important public purpose which can be aided by contributions of Orange County funds; and

WHEREAS, Orange County supports the Economic Development Strategic Plan, and public-private initiatives to implement the Plan.

Now, therefore, in consideration of the above and the mutual covenants and considerations hereinafter set forth, the County and the SBTDC agree as follows:

First, in consideration of the EDCs on-going support, the SBTDC will maintain a regional office in Orange County. This will consist, at minimum, of the presence of three professional staff members in the County.

Second, the SBTDC will make its general business consulting services and more specialized services and counseling in the areas of international trade, technology development, and government procurement (including Pro-Bid) available to small firms and would-be entrepreneurs throughout the County. Where appropriate SBTDC will work with specific clients referred by the EDC.

Third, one or more resources libraries will be maintained in the County and handout materials will be available. The SBTDC also will provide access to specialized software such as ProfitCents, a business benchmarking & financials comparison program, and other business start-up and assistance resources at no charge to the businesses.

Fourth, the SBTDC will continue to develop and offer with the EDC and other sponsors a variety of training programs both for small business firms and for those who serve small businesses (such as bankers). These will be scheduled as requested/needed throughout the term of this agreement. An ongoing focus during the term of this contract shall continue to be assistance to female and minority owned businesses.

Fifth, the SBTDC will work actively to increase public awareness of and access to its services throughout the County. A visitation effort will be conducted to acquaint Orange County's employers with services that can assist them with expansion. Efforts will be made to fully involve other agencies and resources such as Chambers of Commerce, SCORE, the local community college, Goodwork, Self Help, and local professional and civic groups.

Sixth, the SBTDC will provide technical assistance, business plan and loan package preparation assistance to businesses and individuals preparing to apply for financing from the Orange County Small Business Loan Pool.

Seventh, the SBTDC will provide the EDC with a written annual report. This will detail the program and service activities of the SBTDC in Orange County for the year. The SBTDC also will provide a report of client evaluations of services each year.

Eighth, the SBTDC will make its best good faith effort to continue and/or expand the level of service in Orange County proposed under this agreement beyond the terms of this agreement.

Ninth, in return for the foregoing, the County will pay the SBTDC \$10,000 in one installment (which may be used to pay for supplies, rent, parking, or any other operating expenses necessary to help keep this SBTDC regional center office in Orange County). The County will make efforts for this payment to be made on or about November 15, 2009, or as soon thereafter as possible.

Tenth, the EDC will actively support and promote the programs and services of the SBTDC within Orange County.

Eleventh, the Director of the EDC will remain a member of the SBTDC Regional Advisory Board as long as this agreement is in effect.

Twelfth, the term of this agreement will be 1 year beginning July 1, 2009 and ending June 30, 2010.

Thirteenth, this agreement may be terminated at any time upon the mutual consent of the parties or upon 90 days advance written notice by either party.

Fourteenth, the SBTDC authorizes inspection by the Orange County Finance Director or his designee of so much of the books and records of the SBTDC, which document receipt and expenditure of County funds. The books and records of the SBTDC shall be made available to the County Finance Director or his designee upon reasonable notice.

Fifteenth, in the event that the SBTDC ceases to function or ceases to provide the services described herein without a County approved written assignment or release by County of its responsibilities, this agreement will terminate and the SBTDC will return any moneys paid the SBTDC pursuant to this agreement.

IN WITNESS WHEREOF, Orange County has caused this Agreement to be signed in its name by its County Manager, attested by the clerk to the Board of Commissioners and North Carolina State University acting for and on behalf of its Small Business and Technology Development Center has caused this Agreement to be signed in its name by its Associate Vice Chancellor, Research Administration, and all authority duly given, the day and year first above written.

ORANGE COUNTY

By: \_\_\_\_\_  
Frank Clifton  
County Manager

ATTEST:

\_\_\_\_\_  
Clerk to the Orange County  
Board of Commissioners

NORTH CAROLINA STATE UNIVERSITY

By: \_\_\_\_\_  
Robert P. Lowman,  
Director Office of Research Services

NORTH CAROLINA  
ORANGE COUNTY

I, \_\_\_\_\_, Notary Public for said County and State, certify that Donna Baker personally came before me this day and acknowledged that she is Clerk to the Board of Commissioners of Orange County, and that by authority duly given and as the act of Orange County, the foregoing instrument was signed in its name by Frank Clifton, Orange County Manager, sealed with its official seal, and attested by herself as its Clerk.

Witness my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

NORTH CAROLINA  
WAKE COUNTY

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that Robert P. Lowman personally appeared before me this day and acknowledged that he is Director, Office of Research Services at North Carolina State University, and that by authority duly given and as the act for of North Carolina State University, the foregoing instrument was signed in its name by him.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

This instrument has been approved as to form and legal sufficiency.

\_\_\_\_\_  
County Attorney

This instrument has been approved as to technical content.

\_\_\_\_\_  
Department Director

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Director