



ROCKY MOUNT
CITY MANAGER'S OFFICE
THE CENTER OF IT ALL

City Council Agenda

Date: 01/18/2022

To: The Honorable Mayor and City Council

Subject: Continuation of contract to provide professional services with Robert Bobb Group

Summary of Requested Action:

Approval of contract for professional services between the City of Rocky Mount and Robert Bobb Group to oversee day-to-day financial operations at \$16,000 per month with total payments not to exceed \$64,000. The services detailed out in the contract will be provided from January 25,2022 through April 30,2022 unless sooner terminated.

Department Requesting Action: Finance

Budgetary Impact:

11015120-419800-CONSULTANT

City Manager's Recommendation: *Recommend approval. P. Honey 1/19/22*

MEMORANDUM



ROCKY MOUNT
FINANCE
THE CENTER OF IT ALL

City Council Meeting

To: Rochelle D. Small-Toney, City Manager
From: Abdul Baloch, Interim Finance Director 
Date: January 18, 2022
Re: Continuation of contract of professional services with Robert Bobb Group

Requesting approval of the attached contract for professional services between the City of Rocky Mount and Robert Bobb Group to oversee day-to-day financial operations at \$16,000 per month with total payments not to exceed \$64,000. The services detailed out in the contract will be provided from January 25, 2022 through April 30, 2022 unless sooner terminated.

Attachment – Contract of Professional Services with Robert Bobb Group.

Please let me know if you need any further details.



Human Resources

Contractual Agreement

Financial Advisory Services – Finance Department

Start Date: January 25, 2022

End Date: April 30, 2022

City Contract Lead/Manager:

Abdul Baloch

Internal Auditor

Email: Abdul.baloch@rockymountnc.gov

Phone: 252-972-1334

**CITY OF ROCKY MOUNT
CONTRACT FOR PROFESSIONAL SERVICES**

This contract for professional services (the “Contract”) is made and entered into this 25 day of January, 2022, between the City of Rocky Mount (the “City”), 331 S. Franklin Street, Rocky Mount, NC 27802, and THE ROBERT BOBB GROUP (the “Contractor”), 1666 K Street, NW, Suite 440, Washington, DC, 20006.

For and in consideration of the mutual promises set forth in the Contract the parties do mutually agree as follows:

1. Obligations of Contractor. Contractor hereby agrees to provide services to the City as follows:
 - 1.1. “EXHIBIT A” SUMMARY OF WORK; Work will be completed in a timely manner acceptable to the City in full compliance with the terms and conditions of this Contract, including any documents incorporated by reference.
 - 1.2. Qualifications of Contractor. Contractor warrants that all agents or employees of Contractor who will provide services under this Contract will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified contractors of the same or similar services.
 - 1.3. Records Maintenance. Contractor shall maintain written documentation of any service provided, including any required documentation meeting the requirements of applicable federal, state and local laws and regulations.
2. Obligations of the City.
 - 2.1. The City hereby agrees to compensate Contractor at a rate or in the amount of \$16,000.00 per month for services rendered, with total payments not to exceed \$64,000.00.
 - 2.2. The City shall reimburse travel and accommodations or pay for the expense outright during the length of the contract.
3. Term. The services described in the Contract will be provided from January 25, 2022 through April 30, 2022 unless sooner terminated as herein provided.
4. Compensation. The City hereby agrees to compensate Contractor in the amount of \$16,000.00 monthly once all services have been rendered in accordance with the terms of this Contract. Contractor shall provide City with invoice(s) itemized by service provided the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by City. The City shall process payments to Contractor within thirty (30) days of submission of such invoice(s). In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of the service(s), and an alternate date cannot be agreed upon, the City will be under no obligation to compensate Contractor for services not rendered.
5. Termination for Convenience. The City may terminate this Contract at any time at its complete discretion upon thirty (30) calendar days’ notice in writing from the City to Contractor prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Contractor pursuant to this Contract shall, at the request of the City be turned over to it and become its property. If the Contract is terminated by the City in accordance with this section, the City will pay Contractor at the rate set out in Section 2.1 for all services performed as of the date of termination.
6. Termination for Default. At any time, the City may terminate this Contract immediately and without prior

notice if contractor is unable to meet goals and timetables or if the City is dissatisfied with the quality of services provided.

7. Terms and Methods of Payment. Contractor shall submit to the City monthly invoices itemized by service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the City. Such invoices shall be submitted within thirty (30) days of the rendering of services. The City shall process payments to Contractor within thirty (30) days of submission of such invoices. Invoices should be sent to City of Rocky Mount, Attn: Accounts Payable, PO Box 1180, Rocky Mount, NC 27802-1180, for review and approval.
8. Contract Funding. It is understood and agreed between Contractor and the City that the City's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
9. Insurance. Contractor agrees to maintain Commercial General Liability in amount of \$1,000,000 each occurrence, \$1,000,000 each occurrence in Personal & Advertising Injury with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate. Contractor shall maintain \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. Contractor also agrees to maintain \$1,000,000 in professional liability insurance if the Contractor is engaged in a professional service pursuant to this Contract. The City of Rocky Mount shall be named by endorsement as an additional insured on the General and Automobile Liability policies. Certificates of such insurance shall be furnished by Contractor to the City and shall contain an endorsement to provide the City at least 30 days' written notice of any intent to cancel or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.
10. Taxes. Contractor shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract.
11. Monitoring and Auditing. Contractor shall cooperate with the City, or with any other person or agency as directed by the City, in monitoring, auditing, or investigating activities related to this Contract. Contractor shall permit the City to evaluate all activities conducted under this Contract as dictated by the City. Contractor shall provide auditors retained by the City with access to any records and files related to the provision of services under this Contract.
12. Confidentiality of Citizen Information. Contractor agrees that all City personnel or citizen records or personally identifiable information contained in citizen records that may be obtained in the course of providing services to the City under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the City's policies. All City personnel and/or citizens confidential records shall be kept in a secure location preventing access by unauthorized individuals. Contractor will maintain an access log delineating date, time, agency, and identity of individual accessing confidential records who is not in the direct employee of Contractor. Contractor shall not forward to any person other than the authorized City Department related to this contract any confidential record or personally identifiable information obtained from a citizen record (including, but not limited to, the citizen's identity) without the written consent of the City. Upon termination of this Contract, Contractor shall turn over to the City all City personnel or citizen records or personally identifiable information about City personnel or citizens obtained by Contractor while providing services under this Contract. Nothing in this Contract gives Contractor any right to access any City personnel or citizen records or personally identifiable information.
13. Criminal Background Checks. Contractor shall conduct criminal record and background checks on all

Contractual Personnel who will perform services pursuant to this Contract on City property or at City events. The criminal background checks shall be conducted within 30 days of Contractor's execution of the Contract and prior to performing any services on City property.

14. Indemnification. Contractor shall indemnify and hold the City, its officers, agents, and employees, harmless from and against all liabilities, claims, actions, demands, costs, damages, losses, and/or expenses of any kind or nature (including but not limited to court costs and attorney's fees, incurred in connection with the defense of the foregoing) resulting from the fault (as that term is defined in N.C. Gen. Stat. 22B-1) of Contractor or its agents and/or employees that is a proximate cause of the loss, damage, or expense incurred by the City. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
15. Relationship of Parties. Contractor shall be an independent contractor of the City, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Contractor be construed as an employee, agent, or principal of the City.
16. Compliance with Applicable Laws. Contractor shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Contractor shall not employ any individuals to provide services to the City who are not authorized by federal law to work in the United States. Contractor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Contractor shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. (N.C.G.S. 143-133.33 e-verify)
17. Compliance with Iran Divestment Act of 2015. Contractor certifies that as of the date of this Contract, Contractor is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Contractor understands that it is not entitled to any payments whatsoever under this Contract if this certification is false. The individual signing this Contract certifies that he or she is authorized by Contractor to make the foregoing statement.
18. Anti-Nepotism. Contractor warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the City of Rocky Mount or of any principal or central office staff administrator employed by the City. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Contractor become aware of any family relationship covered by this provision, or should such a family relationship arise at any time during the term of this Contract, Contractor shall immediately disclose the family relationship in writing to the Purchasing Manager.
19. Assignment. Contractor shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the City.
20. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the City Finance Division and Contractor.
21. North Carolina Law. North Carolina law will govern the interpretation and construction of the Contract.
22. Order of Precedence. The Parties do hereby agree that in the event of conflict between the terms and conditions of this Contract and the terms and conditions in an agreement entered into between the parties at the same time as or prior to this Agreement, the terms and conditions of this Contract shall prevail.
23. Entire Agreement. This Contract, including the purchase order, if any, used in connection herewith and

any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.

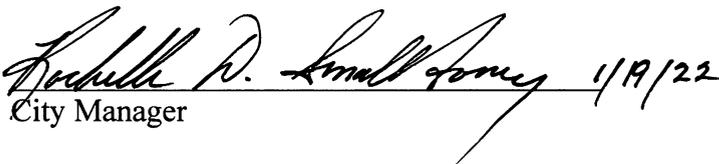
24. Attached Exhibits: The following documents, if any, are attached as Exhibits to this Contract and incorporated by reference herein:
Exhibit A: Summary of Work
Exhibit B: N/A
25. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
26. Counterparts and Execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original."
27. Authority to Enter Contract. The person(s) executing this Contract on behalf of Contractor have authority to do so as an official, binding act of Contractor.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

THE ROBERT BOBB GROUP

Robert C. Bobb

CITY OF ROCKY MOUNT



Rochelle D. Small Jones 1/19/22
City Manager

PRE-AUDIT

This instrument has been preaudited in the manner required by the Budget and Fiscal Control Act.



Abdul Basich 1/18/2022
Interim Finance Director Date

EXHIBIT A SUMMARY OF WORK

The City of Rocky Mount is seeking a consultant who will provide cutting-edge interim Financial Management Advisory services in support of the City's financial operations, while the City conducts its search for a permanent, full-time Finance Director. Hiring a consultant to provide Interim Financial Management Services will provide continuity of operations, financial support, and leadership for special projects while the City conducts its search and recruitment activities.

Summary

The Robert Bobb Group, LLC ("RBG") will provide a highly skilled Sr. Financial Consultant, Abu (AB) Bangura, CPA, to oversee the day-to-day financial operations of the City of Rocky Mount. Mr. Bangura has in-depth knowledge and skills in conceptualizing and managing financial operations -- to include budget development, management and execution, capital budgeting, municipal bonds, internal financial controls, and project financing and costing. Mr. Bangura has a history of maintaining and enhancing operations, maximizing cost reductions, and improving public agency performance. RBG will continue the City's excellence in financial operations and will report weekly to the City Manager. As Project Executive, Mr. Robert C. Bobb will work with Mr. Bangura on a regular basis to ensure continuity and outstanding service delivery.

Abu (AB) Bangura has spent several years in his career working in the Audit and Tax Practice. He is a Certified Public Accountant with experience leading large transformation initiatives for a diverse array of clients and government organizations. Mr. Bangura has been the Chief Executive Officer for Port Authorities, has been a lead Sr. Manager and Subject Matter Expert for the Washington Metropolitan Area Transit Authority (WMATA) and been the Chief Finance Officer on large-scale international projects. Mr. Bangura is a resourceful and results driven change agent with more than 15 years of progressive experience in transformational management, international development, public accounting and finance, regulatory standards, change management, and project life-cycle management. He is recognized for exceptional problem solving, motivational skills and the ability to work in diverse industries and across cultural barriers.



ABU (AB) BANGURA
*Sr. Finance Consultant &
 Subject Matter Expert*

The Robert Bobb Group, LLC
 1666 K Street, NW
 Suite: 440
 Washington, DC 20006
www.robertbobbgroup.com

**Education, Licenses &
 Certifications**

- BBA, Georgia State University, Class of 1994
- MBA, University of MD
- Certified Public Accountant
- DBA (Honorary Doctorate. (London Graduate School))

Background

AB is a consultant at The Robert Bobb Group, LLC (RBG), a multi-faceted public sector consulting firm specializing in restructuring and turnaround management consulting. RBG’s primary objective is to help governments and schools find financial and operational solutions, greater efficiency, and long-term viability. AB has been a resident of the DMV for over 18 years. He attended Georgia State University in Atlanta, GA and then the University of Maryland. Formerly Price, Waterhouse, Coopers, where he spent several years in the Audit and Tax Practice. He is also a Certified Public Accountant with experience leading large transformation initiatives. In addition, AB is a resourceful, highly motivated and result driven team-oriented change agent with more than 15 years of progressive experience in transformational management, international development, public accounting, regulatory standards and change management, finance, and project cycle management. He is recognized for exceptional problem solving, motivational skills and the ability to work in diverse industries and across cultural barriers.

AB has been recognized as a people management leader, and mentor. He serves on several boards including the SBTS Group, Albert Academy and Prince of Wales Alumni Associations.

Relevant Experience

SBTS Group, LLC - Chief Finance Officer

- Lead a team that provided financial management monitoring support to the Ebola Eradication in Sierra Leone and Liberia – Funded by USAID; and a Team to Monitor and Trace Covid-19 projects in the USA, Africa, and the Caribbean – Grant funded by various donors.
- Leads the day-to-day finance, administrative and information management operations of the Group.

IBS Management Consulting Group - Sr. Management Consultant

- Part of a team that provided Audit Preparedness and Compliance Services to WMATA GASB 87 project and other Governmental and private sector entities.
- Prepared budgets, financial statements, Cost Proposals, GAAP and DCAA engagements.
- Led the design of internal controls over finance and grants management processes.
- Supervised the preparation of financial management & special reports.

Ports Authority - Chief Executive Officer (Aug 2012 – Dec 2017).

- Executive management & Vote Controller for the \$5 billion Ports Authority organization.
- Managed the restructuring of the Port (conversion to a Service Port) to comply with Industry Standards and World Bank benchmarks.
- Supervised the \$1 billion port expansion project to accommodate cape size vessels funded by Bolllore Africa Logistics LLC.
- Strengthen integration and alignment of operations among key departments through effective collaboration.
- Managed Finance, Contracts, Grants and Procurement departments.

Management Sciences for Health (MSH) – Senior Advisor (2009 – 2012).

- Led the planning and implementation of the Finance, Compliance & Grant management of a \$250 million USAID project.
- Designed and monitored internal control structures to comply with donor requirements.
- Strengthen controls over monitoring and evaluation, and cost proposal proposals.
- Strengthen integration and alignment of operations among program, finance, and technical teams through effective collaboration.
- Day to day supervision of administration, finance, procurement, and compliance.
- Supervised Finance and Operations functions of local and international staff.
- Performed procurement, grants & contracts management.
- Managed project implementation to ensure compliance and timely delivery.

Pathfinder International - USAID – Director of Finance & Operations (2005– 2008).

- Managed Finance, Grants & Operations functions budgeting, financial reporting, OMB Circular A123/A133; GAAP and DCAA compliance of USAID grant program.
- Managed regulatory audits of finance and grants operations (including DCAA, DCMA, A-123/A-133.)
- Supervised finance, grants, and program functions.
- Deputize senior program & finance field staff overseas.
- Day to day management of internal control structures to comply with Donor requirements.
- Strengthen integration and alignment of operations among key departments through effective collaboration.
- Managed GSA Schedules compliance, and FAR and DFAR regulations.

USAID/Z Systems Corporation – Program Manager & Compliance Auditor (2001– 2004).

- Managed finance and administrative programmatic functions of a \$20 million annual USAID-ASHA grants program.
- Development and monitoring of standard policies and procedures.
- Team Lead - OMB Circular A-133/A-123 audits of Federal Agencies including USAID projects worldwide. GSA Schedules compliance, and FAR and DFAR regulations.
- Supervised development of bids and cost proposals.
- Supervised project and grants management activities.
- Conducted internal controls & contracts management audits and workshops.

United Nations Foundation & Better World Fund Comptroller (1999 – 2001).

- Managed the finance, grants, and compliance functions of a \$1 billion organization.
- Developed internal controls for effective recordkeeping and revenue recognition.
- Liaison to various authorities, external auditors, and UN agencies. Established effective client relations between DC HQ office and UN Agencies in NY and Field offices overseas.
- Conducted annual audits and Internal Control reviews of grant recipients in Africa & Asia.
- Strengthen integration and alignment of operations between, key departments through effective collaboration.

Atlanta Life Insurance Company - Vice-President & Finance Director (1997 –1999).

- Provided operational leadership for 400 staff in 26 regional offices in 17 States.
- Led transformational change management of overgrown entity through strategic staff and business unit reductions, achieving a 40% increase in income and 25%

reduction in expenses within 12 months. (Promoted to Vice President of Operations in 15 months.

- Supervised development of bids and cost proposals.
- Conducted Field Audits, SEC, and financial regulatory reporting.
- Strengthen integration and alignment of operations between, key departments through effective collaboration.

Coca-Cola USA Operations – Senior Financial Analyst (1994 – 1997).

- Provided effective financial analysis and SEC reporting for Coca-Cola USA. Activities included budgeting, revenue recognition, financial reporting and cash flow analysis.
- Served as a Principal Analyst on negotiation teams for major acquisition/divestitures and business proposals for Coca-Cola.

Price Waterhouse, Coopers – Senior Accountant/Auditor (1990 – 1994).

- Performed financial audits and due diligence for Fortune 500 & International companies.
- Performed quality assurance and fraud investigation audits.
- Performed OMB Circular A-23/A-133 Audits for Governmental Agencies.
- Tax and financial advisory services to corporations and expatriate clients.