

**MANAGEMENT CONTRACT  
(CITY MANAGER SERVICES)**

THIS CONTRACT ("Contract") is entered into the 6<sup>th</sup> day of January, 2022, by and between the **CITY COUNCIL FOR THE CITY OF CHARLOTTESVILLE**, Virginia ("City Council"), and **THE ROBERT BOBB GROUP, LLC**, whose principal office is located at 1666 K Street, N.W., Suite 440, Washington, District of Columbia, a firm that is certified by the Commonwealth of Virginia as a Disadvantaged Business Enterprise.

WHEREAS the City Council conducted a competitive negotiation process to obtain proposals for the provision of interim city manager services to the City of Charlottesville by a firm engaged as an independent contractor, and City Council determined the Robert Bobb Group, LLC to be the firm that made the best proposal and provides the best value;

NOW, THEREFORE in consideration of the premises, and for other good and valuable consideration, the receipt of which are hereby acknowledged, the Charlottesville City Council ("City Council") hereby engages THE ROBERT BOBB GROUP, LLC ("RBG") to provide the Council with management services on the terms and conditions hereinafter set forth.

**Section 1. Services**

- (A) *Independent Contractor*. City Council hereby engages RBG as an independent contractor to provide city manager services in accordance with RBG's Proposal dated December 14, 2021, submitted to the City in response to RFP#22-81, which is incorporated by reference as if set forth herein (City Manager Services) ("Proposal"), and RBG hereby accepts such engagement.
- (B) *City Manager Services*. Consistent with the approach detailed within Section 2 of its Proposal ("Plan for Entry"), RBG shall perform duties specified to be performed by a city manager in the City of Charlottesville's council-manager form of government, as set forth within the City of Charlottesville Charter and general laws of the Commonwealth ("Services") including:
- (i) Designate an individual who is either an employee of RBG or under contract with RBG who shall serve as the primary designee of RBG for the performance of the Services on a day-to-day basis ("Interim City Manager").
  - (ii) Prepare and submit to City Council, on or before March 15, 2022, a budget for the fiscal year beginning July 1, 2022, with recommendations, in accordance with Sec. 19 of the Charlottesville City Charter and Sec. 11-1 of the Charlottesville City Code. This work will be supported by staff of the City's Budget Office and the City's Deputy City Attorneys, among other staff/employees.

- (iii) See that all ordinances, resolutions, directives and orders of the governing body, and all laws of the Commonwealth required to be enforced through the governing body or officers subject to the control of the governing body, are faithfully executed;
- (iv) Make monthly written reports to the City Council upon the affairs of the locality under the control and supervision of the city manager;
- (v) Receive reports from, and give directions to, all heads of offices, departments and boards of the locality under the control and supervision of the city manager;
- (vi) Execute the FY 22 budget as finally adopted by the governing body, through June 30, 2022;
- (vii) Keep the city council fully advised on the locality's financial condition and its future financial needs;
- (viii) Appoint all officers and employees of the locality in accordance with the City Charter and City Code, except as the city manager may authorize a deputy city manager or a department director responsible to him to appoint subordinates in such office, department and board;
- (ix) Assist City Council with development of an updated job description for a city manager, along with a prioritized work plan for a permanent city manager, tied to a written plan of goals and priorities approved by City Council for calendar years 2022 and 2023; and
- (x) Perform such other Services as may be prescribed or requested by the City Council, within the scope of the Proposal (including, without limitation, within the areas of Turnaround and Restructuring, Change Management, Crisis and Emergency Management, Financial & Budget Consulting, Public Information Services, or Technology Management).

(C) *RBG Support & Advisory Services.* Throughout the term of the Contract, RBG will support and advise the City Council, key leadership staff, and the Interim City Manager, on matters relating to the duties described within Section 1(B), above, within RBG's areas of expertise identified in Section 1 of its Proposal.

(D) *Key Personnel.*

- (i) RBG's personnel responsible for performance of the Services shall be as specified within the Organizational Chart designated as "Figure 2 – Engagement Organizational Chart" within its Proposal.

- (ii) The individual who will be assigned by RBG as Interim City Manager must be approved by vote of City Council prior to commencing performance of any Services.

City Council shall interview each of the individuals whose resumes were included within RBG's Proposal, no later than January 14, 2022. If none of those individuals is deemed by Council to be suitable, then RBG shall present one or more additional individuals having the qualifications specified in Section IV (b) of the RFP to City Council for consideration. Time is of the essence, and City Council and RBG shall each use best efforts to complete the process of presentation of candidates, interviews of candidates, and City Council approval of an individual to perform as the designated Interim City Manager, on or before January 21, 2022.

If City Council does not approve any individual presented by RBG for consideration by close of business on January 31, 2022, then RBG shall have the right to terminate this Contract effective on or prior to February 28, 2022, after giving ten (10) business days' advance written notice to City Council.

- (E) *General Terms and Conditions.* This Contract and RBG's performance of the Services by its principals, employees, and contractors, shall be subject to the General and Special Terms and Conditions set forth within the City's RFP#22-81, all of which are incorporated by reference as if set forth herein verbatim. Notwithstanding the provisions of RFP#22-81, Section V, Paragraph c.2.u., except in the case of fraud, embezzlement, or financial dishonesty, in no event will RBG's liability exceed the actual amounts paid by the City to RBG under this Contract, nor shall RBG be liable for any consequential, indirect, exemplary, or special damages with respect to this Contract.

### **Section 2. Time for Performance**

- (A) RBG shall commence performance of Services effective as of the date this Contract is executed by City Council, and shall continue its performance through June 30, 2022 ("Term").
- (B) Until City Council approves an individual to be assigned to the role of Interim City Manager, RBG shall provide support and advisory services as requested by the City's Deputy City Managers (who are currently performing the Services listed in Section 1(B), above, in the absence of a city manager).

### **Section 3. Total Compensation**

- (A) In return for its performance of the Services, RBG shall receive total compensation, in the amount of one hundred fifty-five thousand dollars (\$155,000.00).
- (B) The compensation shall be billed to the City in six (6) monthly installments of \$25,833.33 each. RBG shall remit a written bill or invoice to the City within five (5) business days of the

City's execution of this Contract, and again on February 1, March 1, April 1, May 1, and June 1 of 2022. The City shall remit payment to RBG within fifteen (15) calendar days of its receipt of each invoice. The City's obligation to make payment of any invoice is contingent upon RBG's completion of the process for registration as a City vendor using the links available on the City's website.

#### **Section 4. Termination**

(B) *By RBG*—RBG shall have the right to terminate this Contract (i) in accordance with Section 1(D)(ii) of this Contract, or (ii) after giving five (5) business days' advance written notice to the City, upon the City's failure to make any installment payment required by Section 3(B) of this Contract and the City fails to cure the non-payment within the 5-day notice period.

In the event of a termination under this section, RBG shall be entitled to receive payment of any installment payment(s) for which an invoice has been received by the City prior to the effective date of termination and for which payment remains due and owing to RBG.

(B) *By City Council*—City Council shall have the right to terminate this Contract (i) for its convenience, after giving thirty (30) days' advance notice to RBG of the effective date of termination, (ii) for RBG's material breach of its obligations under this Contract, after giving five (5) days' notice to RBG, if RBG fails to cure the breach within the 5-day period, or (iii) immediately, and without notice, in the event of any action taken by RBG personnel that constitutes malfeasance.

In the event of a termination under (B)(i), above, RBG shall be entitled to receive payment of any installment payment(s) for which an invoice has been received by the City and for which payment remains due and owing to RBG prior to the effective date of termination, as well as payment in the amount of the installment that would have been payable to RBG on the first day of the month following the effective date of termination.

In the event of a termination under (B)(ii) or (B)(iii), above, RBG shall be entitled to receive payment of any installment payment(s) for which an invoice was received by the City prior to the occurrence that is the reason for termination.

#### **Section 5. Dispute Resolution**

In the event of a dispute between the parties regarding performance of this Contract, the parties shall engage in non-binding mediation and shall negotiate in good faith to resolve the dispute, prior to filing any legal action.

#### **Section 6. Notices**

(A) *To RBG*—notices required to be given to RBG under this Contract, and other written communications to RBG regarding this Contract shall be effective when given by electronic mail to the following individual:

Robert C. Bobb, President & CEO  
[bob@roberthobbgroup.com](mailto:bob@roberthobbgroup.com)

(B) *To City*—notices required to be given to RBG under this Contract, and other written communications to RBG regarding this Contract shall be effective when given by electronic mail to the following individual:

Kyna Thomas, Clerk/Chief of Staff for City Council  
[thomaskn@charlottesville.gov](mailto:thomaskn@charlottesville.gov)

#### **Section 7. Severability**

The parties hereby agree that any provision of this Contract determined by a court of competent jurisdiction to be invalid or unenforceable shall be severed and that the balance of the Contract provisions shall be and remain enforceable.

#### **Section 8. No Waivers**

The parties hereby agree that no forbearance or failure to enforce any right of one party against the other in this Contract shall be deemed a waiver of any future or further right to fully enforce the provisions of this Contract.

#### **Section 9. Paragraph Headings**

The headlines of the sections within this Contract are intended as mere catchwords to indicate the contents of the sections and do not constitute part of any Contract provision(s) or requirement(s).

#### **Section 10. Terms not Construed**

The parties hereto expressly acknowledge that this Contract was drafted jointly by them and that each has had the opportunity to fully negotiate its terms and to have the assistance of counsel of the party's own choosing for the review of the terms of this Contract prior to its execution. In the event of any dispute over the interpretation of the provisions of this Contract, its terms shall not be construed either against or in favor of either party but shall be construed in a neutral manner.

#### **Section 11. Counterparts**

This Contract may be executed in one or more counterparts, with either manual or digital signatures. Each Contract and counterpart duly executed by the parties shall be deemed to be an original and all counterparts together shall constitute one and the same document.

#### **Section 12. Entire Agreement**

This Contract, including RFP#22-81, the Proposal and any other document(s) expressly incorporated by reference as part of this Contract, contains the complete and exclusive statement of the terms of the agreement between RBG and the Charlottesville City Council. No prior written agreements or any contemporaneous or prior oral agreements between the parties shall be of any effect.

*[insert signature blocks prior to execution]*

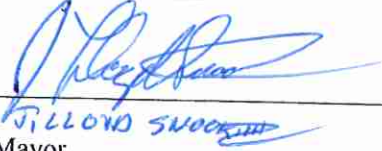
IN WITNESS WHEREOF, the parties have executed this MANAGEMENT CONTRACT as of the date first above written.

CITY OF CHARLOTTESVILLE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Mayor



WILLARD SNOW

THE ROBERT BOBB GROUP, LLC

By: \_\_\_\_\_

Name: Robert C. Bobb

Title: President & CEO

