

**AGREEMENT FOR
AIRPORT PROPERTY MANAGER AND MAINTENANCE SERVICES
CITY OF BISBEE**

THIS AGREEMENT is made this 7th day of September, 2021, by and between the City of Bisbee (hereinafter “the City”) and Robin Roberts (hereinafter “the Manager”).

WHEREAS, the City owns and operates an airport known as the Bisbee Municipal Airport, and the Manager desires to enter into an Agreement to perform the duties and services described herein as Airport Property Manager; and

WHEREAS, the City, or its successors and assigns, require the Manager to perform the proposed work in accordance with the terms of this Agreement; and,

NOW, THEREFORE, in consideration of the promises and covenants stated herein, the Manager does hereby agree to assume responsibility for management of the Bisbee Municipal Airport, upon the following terms and conditions:

1. **Job Responsibilities**: The Manager promises and agrees to serve as the Airport Property Manager at the Bisbee Municipal Airport and to perform the work and to provide the services as described in the “Duties of Airport Property Manager and Airport Maintenance,” which is attached as Attachment “A.” This work shall be provided in a good, competent and workmanlike manner, and to the satisfaction of the City, or its designees. This work shall also be performed in a manner that is consistent with “Personnel Rules and Regulations,” which is incorporated into this Agreement by reference, and any special terms and conditions which may be attached to this Agreement. The Manager further agrees to provide all of the services required by this Agreement in a complete and acceptable form, as is customarily provided according to professional standards applicable to completion of this type of service work.
2. **Term**: This Agreement shall remain in effect for as long as Manager serves in his capacity as a city employee. It may be renewed for an additional period upon the express mutual agreement of the parties, to be approved in the same manner as this Agreement.
3. **Compensation**: The City will compensate the Manager for his performance, and the Manager agrees to accept as complete payment for such full performance, the full and exclusive use of the living accommodations at the Bisbee Municipal Airport, located at 2375 S. Arizona Street, Bisbee, Arizona, 85603. The City is responsible for paying facility utilities and providing maintenance on the structure. The City shall not reimburse the Manager for any additional business expenses associated with the performance of this work.
4. **Mandatory Reporting**: The Manager shall provide reports, not less than quarterly, detailing the status of the management of the airport and describing any issues that have arisen. In the event that the Manager identifies any problem at the airport which may give rise to any risk or threat to the health, safety or property of the public or the City and which is beyond the means of the Manager to remedy at that time, the Manager shall provide immediate notice of any such condition to the City’s Director of Public Works.
5. **Employment Status**: The Manager is an employee of the City and performs his services and duties as Manager in addition to those already required of him. At all times, while on the property of the Bisbee Municipal Airport, the Manager shall serve in his capacity as a City employee. The Manager shall receive the benefits explicitly described herein, in addition to those he already receives as a City employee. The Manager shall have the full responsibility of choosing his own time and method for performing the required work and the City shall not control the means, order or sequencing of this work. The City will periodically confirm that the required tasks have been performed, but will not exercise supervisory control or oversight over the method and manner of the performance of this work. The City shall supply such supplies, equipment, and materials as the Manager may request for the performance of this work, subject to availability and budget limitations. It

shall be the Manager's responsibility to determine what may be needed for these purposes. The Manager is not prohibited from providing similar types of services for other parties. Nor is the Manager prohibited from hiring or arranging for other people or subcontractors to assist him in the performance of this work.

6. **Compliance:** The Manager for himself, his personal representatives, successors in interest, and assigns agrees that: (1) no person on the grounds of race, color, religion, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of all airport facilities; (2) in the construction and maintenance of any improvements on, over, or under such land and the furnishing of services thereon or therein, no person on the grounds of race, color, religion or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) the Manager shall use the premises in compliance with all other requirements imposed by or pursuant of Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21; Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964; FAA rules and regulations; and City Code and regulations (collectively the "Regulations"), and as said Regulations may be amended.

7. **Termination:** This Agreement may be suspended or terminated, upon thirty (30) days written notice, at the option of the City or Manager, or upon default in any of the terms of this Agreement. Any decision as to whether the Manager has defaulted under the terms of this Agreement shall rest solely with the City.

8. **Confidentiality:** The Manager covenants that Manager shall not use for his benefit, or disclose, communicate or divulge to, or use for the direct or indirect benefit or any person firm, association or company, other than the City, any confidential information regarding the methods, policies, procedures, techniques, trade secrets, proprietary software, products, patient lists or other knowledge or processes used or developed, by the City, or other information concerning the City of which the Manager became aware as a result of the Manager's employment with the City. The foregoing restrictions shall not apply to (i) information which is, or becomes, other than as a result of a breach of this Agreement, generally available to the public, or (ii) the disclosure of information required pursuant to a subpoena or other legal process; provided that the Manager shall notify the City in writing of the receipt of any such *subpoena* or other legal process requiring such disclosure immediately after receipt thereof and the City shall have a reasonable opportunity to quash such *subpoena* or other legal process prior to any disclosure by the Manager.

9. **Applicable Law:** This Agreement shall be interpreted and governed by the laws of the State of Arizona. In the event of any dispute or disagreement between the City and Manager, the sole and exclusive venue and jurisdiction shall be in the Cochise County Superior Court, Bisbee, Arizona.

10. **Miscellaneous:**

a. This Agreement rescinds any prior agreements or understandings between the parties pursuant to managing the Bisbee Municipal Airport and shall constitute the final and complete statement of the agreement between these parties. No prior written or oral agreement between these parties regarding the performance of the services of Airport Property Manager shall be of any force or effect.

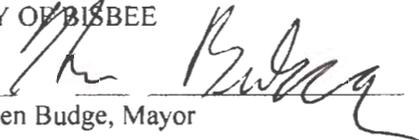
b. All reports, notices, and other correspondence shall be made in writing and may be given by personal delivery or by mail. The names and addresses of the designated recipients for such notices, invoices and payments are as follows:

TO MANAGER:
Robin Roberts
2375 S. Arizona Street
Bisbee, AZ 85603

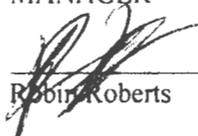
TO CITY:
Steve Pauken, City Manager
City of Bisbee
76 Erie St.
Bisbee, AZ 85603

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Manager as indicated below:

APPROVED:
CITY OF BISBEE

By 
Ken Budge, Mayor

APPROVED:
MANAGER


Robin Roberts

Name: Robin Roberts
Title: ~~City~~ *prop manager*
Address: *2375 S Arizona St*

ATTEST:


Ashlee Coronado, City Clerk

APPROVED AS TO FORM:


Joseph D. Estes, City Attorney
Gust Rosenfeld, P.L.C.