

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN U.S. CUSTOMS AND BORDER PROTECTION**  
**AND THE CITY OF GOODYEAR, AZ POLICE DEPARTMENT**

1. **PARTIES.** The parties to this agreement are Customs and Border Protection (CBP) and the City of Goodyear (Goodyear).
2. **AUTHORITY.** This agreement is authorized under the provisions of the Homeland Security Act of 2002. CBP personnel acting pursuant to the Agreement are Customs Officers within the meaning of 19 U.S.C. § 507 and in accordance with the City of Goodyear Charter, .Article VIII.
3. **PURPOSE.** The purpose of this agreement is to set forth terms by which the Goodyear Police Department (GPD) will provide assistance to CBP involving flights departing to/arriving from foreign destinations into Goodyear Airport (GYR).
4. **RESPONSIBILITIES.**
  - a. Subject to available resources and staffing, when called upon by CBP and when authorized by law pursuant to 19 USC 507(a)(2), GPD Officers will detain or arrest a passenger arriving into or departing from GYR with a nexus to international travel.
  - b. GPD will make contact with CBP to give an update on the status of anyone detained pursuant to this MOU, and CBP will promptly make arrangements to transfer custody of the detainee from GPD into the custody of CBP.
  - c. In the event that an international flight arrives into GYR when a CBP Officer is not on site, CBP may contact GPD when authorized by law pursuant to 19 U.S.C. § 507(a)(2), and ask that they ensure that no one exits the aircraft until CBP arrives. CBP will respond without delay under such circumstances.
  - d. Subject to available resources and staffing, in the event that an emergent situation arises, GPD will respond and assist the CBP Officer at GYR.
  - e. Subject to available resources and staffing, and upon request, in the event that a CBP K-9 is not available, GPD will respond with a K-9 Officer to assist the CBP Officer at GYR.
  - f. If GPD needs to contact CBP after hours, they may call Sector, who will then make contact with CBP.
5. **POINTS OF CONTACT.**

a. Sector	800-973-2867 Watch Officer
b. Port of Phoenix	602-392-4440 Supervisory CBP Officer
c. GPD	623-932-1220 GPD Dispatch

6. **OTHER PROVISIONS.** None

7. **EFFECTIVE DATE.** The effective date of this Agreement will be November 5, 2019.

8. **MODIFICATION.** This agreement may be modified upon the mutual written consent of the parties.

9. **TERMINATION.** The terms of this agreement, as modified with the consent of both parties, will remain in effect indefinitely. Either party, upon thirty days written notice to the other party, may terminate this agreement by writing to:

CBP: Port Director  
Area Port of Phoenix  
U.S. Customs and Border Protection  
3400 E Sky Harbor Blvd.  
Phoenix, Arizona 84034

Goodyear: City Manager  
City of Goodyear  
190 Litchfield Rd.  
Goodyear, Arizona 85338

City Attorney  
City of Goodyear  
190 Litchfield Rd.  
Goodyear, Arizona 85338

10. **LIABILITY.** Pursuant to 19 USC 507(B), any person other than an Officer or employee of the United States, who renders assistance in good faith upon the request of a Customs Officer shall not be held liable for any civil damages as a result of the rendering of such assistance if the assisting person acts as an ordinary, reasonably prudent person would have acted under the same or similar circumstances. CBP's liability under this clause is only to the extent provided by Congress in the Federal Tort Claims Act (28 U.S.C. § 2671 *et seq.*) and may not exceed appropriations available for such payment. Nothing contained herein may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this clause are without prejudice as to any rights GPD may have to make a claim under applicable laws for any other damages than provided herein.

**11. REPORTING AND DOCUMENTATION.** There are no follow-up reports.

APPROVED BY:

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Luz M. Galarza  
Port Director  
CBP Phoenix

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Julie Arendall  
City Manager  
City of Goodyear

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM BY:

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Attorney for  
Customs Border & Protection  
CBP Phoenix

\_\_\_\_\_  
Roric Massey  
City Attorney  
City of Goodyear

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date