

FEDERAL BUREAU OF INVESTIGATION FINANCIAL CRIMES TASK FORCE (FCTF) MEMORANDUM OF UNDERSTANDING

PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI), and Goodyear Police Department. FBI and Goodyear Police Department, (participating agency) (collectively: the Parties). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

1. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (8) 533;42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), §0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

2. The purpose of this MOU is to delineate the responsibilities of FCTF participants, maximize inter-agency cooperation, and formalize relationships between the participating agencies for policy guidance, planning, training, public and media relations and maximize interagency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

MISSION

3. The mission of the FCTF is to identify, and target for prosecution, organized groups and individuals involved in federal/state/and local financial crimes to include wire fraud, mail fraud, bank fraud, bankruptcy fraud, credit card fraud, identity theft, money laundering, mortgage fraud, bank fraud, securities and commodities fraud, cyber-enabled fraud, money laundering, and criminal violations of intellectual property rights. The FCTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutorial avenues by which to investigate, convict and incarcerate those involved.

SUPERVISION AND CONTROL

A. Supervision

4. Overall management of the FCTF shall be the shared responsibility of the participating agency heads and/or their designees.

5. The Special Agent in Charge (SAC) of the Phoenix Field Office shall designate one Supervisory Special Agent (SSA) to supervise the FCTF. The FCTF Supervisor may designate a Special Agent or a professional staff employee to serve as the FCTF Coordinator (Task Force Coordinator). The FCTF Supervisor shall oversee the day-to-day operational and investigative matters pertaining to the FCTF. If the FCTF coordinator is a professional staff employee, the FCTF coordinator will oversee administrative matters pertaining to the FCTF. If the FCTF coordinator is a special agent, the FCTF coordinator will oversee day to day operational, investigative, and administrative matters pertaining to the FCTF, as determined by the FCTF supervisor.

6. Conduct undertaken outside the scope of an individual's FCTF duties and assignments under this MOU shall not fall within the oversight responsibility of the FCTF Supervisor or Task Force Coordinator.

7. FCTF personnel will report to their respective agencies for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the FCTF. The FBI and the participating agency(ies) may provide for overtime reimbursement by the FBI by separate written agreement.

8. FBI participants will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical Conduct for employees of the DOJ.

9. All FCTF personnel will continue to report to his or her respective agency head for non-investigative administrative matters not detailed in this MOU.

10. All FCTF personnel, which for the purposes of this agreement includes Task Force Officers (TFO), Task Force Members (TFM), and Task Force Participants (TFP), must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Investigations and Operations Guide (DIOG).

11. Continued assignment to the FCTF will be based on performance and at the discretion of appropriate FBI management. The participating agency will also retain discretion to remove any of their personnel from the FCTF.

B. Case Assignments

12. The FCTF Supervisor will be responsible for opening, monitoring, directing, and closing FCTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.

13. Assignments of cases to FCTF personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the FCTF Supervisor.

14. For FBI administrative purposes, FCTF cases will be maintained in Sentinel.

15. FCTF personnel will have equal responsibility for each case assigned. FCTF personnel will be totally responsible for the complete investigation from predication to resolution.

C. Resource Control

16. The head of each participating agency shall determine the resources to be dedicated by that agency to the FCTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

17. It is agreed that matters designated to be handled by the FCTF will not knowingly be subject to non-FCTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the FCTF's existence and areas of concern.

18. It is agreed that there is to be no unilateral action taken on the part of the FBI or participating agencies relating to FCTF investigations or areas of concern as described in paragraph 3. All law enforcement actions will be coordinated and cooperatively carried out.

19. FCTF investigative leads outside of the geographic areas of responsibility for FBI Phoenix Field Office Division will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources (CHS)

20. The disclosure of FBI CHSs to non-FCTF personnel or agencies will be limited to those situations where it is essential to the effective performance of the FCTF. These disclosures will be consistent with applicable FBI guidelines and policy.

21. Non-FBI FCTF personnel and member agencies may not make any further disclosure of the identity of an FBI CHS, including to other personnel or member agencies of the FCTF. No documents or information which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.

22. In those instances where a participating agency provides a CHS, the FBI may, at the discretion of the SAC, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

23. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHS shall apply to all FBI CHSs opened and operated in furtherance of FCTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.

24. Operation, documentation, and payment of any CHSs opened and operated by non-FBI FCTF members in furtherance of FCTF investigations must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI FCTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of FCTF investigations shall be maintained at an agreed upon location.

C. Reports and Records

25. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of the FCTF will be made available for inclusion in the respective investigative agencies' files as appropriate.

26. FCTF reports prepared in cases assigned to FCTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.

27. Records and reports generated in FCTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for FCTF.

28. FCTF investigative records maintained at the Phoenix Field Office of the FBI will be available to all FCTF members, as well as their supervisory and command staff subject to pertinent legal administrative and/or policy restrictions.

29. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the FCTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by FCTF personnel.

30. All FCTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to FCTF supervisor approval.

31. Classified information and/or documents containing information that identifies or tends to identify an FBI informant shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied and only with prior FBI approval.

INFORMATION SHARING

32. Records or reports created or obtained by the FCTF are the property of the FBI and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of the FBI. If such records are shared outside of the FCTF with state and/or local law enforcement agencies, such records are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion. In the event that the Goodyear Police Department receives a request pursuant to Arizona's public records statute, A.R.S. 39-121, the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose FCTF records, the Goodyear Police Department will immediately notify the FBI of any such request in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels, if necessary.

33. No information possessed by the FBI, to include information derived from informal communications by the FCTF member with personnel of the FBI, may be disseminated by the FCTF member to non-FCTF personnel without the approval of the FCTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, the FCTF member will not provide any participating agency

information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.

34. The Parties acknowledge that the information FCTF personnel will be able to access as a result of this MOU may contain information about U.S. persons, which may be protected by the Privacy Act of 1974 and/or Executive Order 12333 (or any successor executive order). The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by the members requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

35. Each party that discloses personally identifiable information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.

36. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.

37. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.

38. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

39. Each party agrees to provide, upon request, details regarding the handling and maintenance of data in electronic and paper recordkeeping systems maintained pursuant to the provisions of this MOU, in order to allow the other party to ensure that appropriate security and privacy protections are in place. Such information shall be provided to the extent allowable by the laws, regulations, and policies governing each party.

PROSECUTIONS

40. FCTF investigative procedure, whenever practicable, are to conform to the requirements which would allow for federal prosecution.

41. A determination will be made on a case-by-case basis whether the prosecution of FCTF cases will be at the federal or state level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the FCTF.

42. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a FCTF case at the state or local level the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

A. Investigative Methods/Evidence

43. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

44. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the Domestic Investigations and Operations Guide to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

45. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

46. All FCTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if a member of the participating agency is assigned duties which require the officer to act in an undercover capacity.

C. Task Force Officer Use of Home Agency Body-Worn Cameras

47. As a general rule, TFOs must operate body-worn cameras (BWC) in compliance with the FBI's Body-Worn Cameras Policy Guide. However, an Assistant Director in Charge (ADIC) or Special Agent in Charge (SAC) has discretion to allow a TFO, when using the TFO's home agency's BWC, to deviate from the policy guide if a deviation is required to comply with home-agency policy or state or local law.

USE OF FORCE POLICIES

48. FCTF personnel will follow their own agency's policy concerning firearms discharge and use of deadly force.

USE OF LESS-THAN-LETHAL-DEVICES¹

49. The parent agency of each individual assigned to the FCTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a TFO, TFM, or TFP, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.

50. The parent agency of each individual assigned to the FCTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the TFO, TFM, or TFP are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.²

¹ Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

² Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

DEPUTATIONS

51. Local and state law enforcement personnel designated to the FCTF, subject to a limited background inquiry, shall be sworn as federal task force officers by acquiring Title 18 U.S.C. authority (via the United States Marshals Service) and Title 21 U.S.C. authority (via the FBI, to participate in federal drug investigations). The FBI will secure the required deputation authorization(s). These deputations should remain in effect throughout the tenure of each investigator's assignment to the FCTF or until the termination of the FCTF, whichever comes first.

52. Deputized FCTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

53. State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the FCTF must be federally deputized under Title 18. They must also be deputized under Title 21 to participate in federal drug investigations. The FBI may likewise require federal LEOs who serve on the FCTF to be deputized while assigned to the FCTF. The FBI will secure the required authorization for deputations, as needed.

54. Under the terms of this MOU, the Participating Agency agrees that non-LEOs detailed to the FCTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

VEHICLES

55. In furtherance of this MOU, FCTF personnel may be permitted to drive FBI owned or leased vehicles for official FCTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Use Policy Implementation Guide. The assignment of an FBI owned or leased vehicle to FCTF personnel will require the execution of a separate Vehicle Use Agreement.

56. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to FCTF business.

57. Neither the FBI nor the United States will be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by [task force personnel] while engaged in any conduct other than their official duties and assignments pursuant to their federal deputation on the [task force].

58. To the extent permitted by applicable law, each party to this MOU agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by FCTF personnel which is outside the scope of his or her official duties and assignments.

SALARY/OVERTIME COMPENSATION

59. Each participating agency remains responsible for all personnel costs for their employees assigned to the FCTF , including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 59, below.

60. Subject to funding availability and legislative authorization, the FBI will reimburse each participating agency the cost of overtime worked by non-federal FCTF personnel assigned full-time to the FCTF, provided overtime expenses were incurred as a result of FCTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and the participating agency for full-time employee(s) assigned to the FCTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate participating agency personnel.

PROPERTY AND EQUIPMENT

61. Property utilized by the FCTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the FCTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by FCTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of FCTF, will be the financial responsibility of the agency supplying said property.

FUNDING

62. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

63. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with FCTF operations

64. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to FCTF investigations may be equitably shared with the agencies participating in the FCTF.

DISPUTE RESOLUTION

65. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the FCTF's objectives.

66. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

67. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.

68. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

PLACEMENT ON FCTF AND SECURITY CLEARANCES

69. FCTF personnel must adhere to the security clearance requirements pursuant to the FBI Joint Task Force Policy Guide. If a participating agency candidate for the FCTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.

70. If, for any reason, the FBI determines that a FCTF candidate is not qualified or eligible or appropriate for placement on the FCTF, the participating agency will be so advised and a request will be made for another candidate.

71. Upon being placed on the FCTF, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.

72. Before receiving unescorted access to FBI space identified as an open storage facility, FCTF personnel will be required to obtain and maintain a "Top Secret" security clearance. . FCTF personnel will not be allowed unescorted access to FBI space unless they received a Top-Secret security clearance.

73. Upon departure from the FCTF, each Task Force Officer, Task Force Member, or Task Force Participant will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement which he or she previously signed.

LIABILITY

74. The participating agencies acknowledge this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the FCTF.

75. Each party agrees to notify the other in the event of receipt of a civil claim arising from the FCTF. Both parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from the operational relationship. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim. In the event that a civil claim or complaint is brought against a state or local officer assigned to the FCTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

76. COMMON LAW TORT CLAIMS

- a. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act, 28 U.S.C. § 1346(b), and §§ 2671-2680.
- b. Notwithstanding any other provision contained in this MOU, for the limited purpose of defending civil claims arising out of FCTF activity, any employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an “employee” of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
- c. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(d)(1)&(2), are made on a case-by case-basis, and such certification cannot be guaranteed.
- d. If the Attorney General declines to certify that an employee was acting within the scope of employment, “the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment.” 28 U.S. C. § 2679(d)(3)."

77. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or *Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics*, 403 U.S. 388 (1971): An individual assigned to the FCTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to

Chief Division Counsel (CDC) for the FBI Phoenix Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any FCTF personnel.

78. Liability for any conduct by a FCTF member undertaken outside of the scope of his or her assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States.

DURATION

79. The term of this MOU is for the duration of the FCTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved. This MOU will be reviewed every three years.

80. Any participating agency may withdraw from the FCTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the FCTF at least 30 days prior to withdrawal.

81. Upon termination of this MOU, all equipment provided to the FCTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any FCTF participation.

MODIFICATIONS

82. This agreement may be modified at any time by written consent of all involved agencies.

83. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATORIES

Rebecca A. Day
Special Agent in Charge
Federal Bureau of Investigation

DATE

Bryan Langley
City Manager
City of Goodyear

DATE

Approved as to Form:

Roric Massey, City Attorney, City of Goodyear

Attest:

Jasmine Pernicano, City Clerk , City of Goodyear