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8 *Board of Supervisors, Supervisors Rich Vitiello,*  
9 *Mike Goodman, Stephen Q. Miller, Jeffrey*  
10 *McClure, Jeff Serdy, and Pinal County Sheriff*  
11 *Ross Teeple*

12 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

13 IN AND FOR THE COUNTY OF PINAL

14 PINAL COUNTY, a body politic in the  
State of Arizona; PINAL COUNTY  
15 BOARD OF SUPERVISORS; RICH  
VITIELLO, in his official capacity as a  
16 member of the Pinal County Board of  
Supervisors; MIKE GOODMAN, in his  
17 official capacity as a member of the Pinal  
County Board of Supervisors; STEPHEN  
18 Q. MILLER, in his official capacity as a  
member of the Pinal County Board of  
Supervisors; JEFFREY McCLURE, in his  
19 official capacity as a member of the Pinal  
County Board of Supervisors; JEFF  
20 SERDY, in his official capacity as a  
member of the Pinal County Board of  
Supervisors; and ROSS TEEPLE, in his  
21 official capacity as Pinal County Sheriff,

22 Plaintiffs,

23 v.

24 BRAD MILLER, in his official capacity as  
25 Pinal County Attorney

No. *CW 202600525*

**VERIFIED COMPLAINT FOR  
SPECIAL ACTION RELIEF AND  
TEMPORARY RESTRAINING  
ORDER**

**JOSEPH R. GEORGINI**

SNELL  
& WILMER

26  
27  
28

1 Plaintiffs Pinal County, Pinal County Board of Supervisors, Supervisors Rich  
2 Vitiello, Mike Goodman, Stephen Q. Miller, Jeffrey McClure, Jeff Serdy, and Pinal County  
3 Sheriff Ross Teeple (collectively, “Pinal County” or the “County”) bring this verified  
4 special action complaint against Defendant Pinal County Attorney Brad Miller (“County  
5 Attorney”) and allege as follows:

### 6 INTRODUCTION

7 1. This action seeks to prevent County Attorney Brad Miller from acting outside  
8 the limited scope of his statutory authority. *See* Ariz. Const. art. XII § 4 (“The duties,  
9 powers, and qualifications” of county officers “shall be prescribed by law”); *Peterson v. S.*  
10 *Ariz. Bank & Trust Co.*, 54 Ariz. 506, 514, 518 (1939) (government officials may only act  
11 pursuant to their “statutory authority”).

12 2. Only the County Board of Supervisors — and *not* the County Attorney or the  
13 Pinal County Attorney’s Office (“PCAO”) — holds the power to: (1) enter into contracts  
14 on behalf of the County and (2) spend, obligate, or otherwise encumber County funds.  
15 A.R.S. §§ 11-201(A)(3), 11-251(1), (11).

16 3. Only the County Sheriff — and *not* the County Attorney or the PCAO — has  
17 the power to “preserve the peace” and to “arrest ... all persons who attempt to commit or  
18 who have committed a public offense.” A.R.S. § 11-441(A)(1)-(2).

19 4. Despite these clear delineations of authority, the County Attorney has entered  
20 into a 287(g) Task Force Model Memorandum of Agreement (the “PCAO Agreement”)  
21 with the Department of Homeland Security (“DHS”), *without Board approval*.

22 5. Although the County Attorney has no statutory authority to conduct  
23 enforcement actions, the PCAO Agreement purports to authorize certain PCAO  
24 investigators to serve as *de facto* federal immigration enforcement agents under the purview  
25 of DHS; for instance, the PCAO Agreement purports to give these investigators the  
26 supposed power to “arrest without warrant” any person suspected of being in the United  
27 States illegally. *See* Ex. A at § V (copy of the PCAO Agreement).

28 6. Although the County Attorney does not have the authority to spend or

1 encumber County funds without Board approval, the PCAO Agreement purportedly makes  
 2 the County liable for any “incidents” that may occur while PCAO investigators are serving  
 3 as *de facto* ICE agents and purportedly requires the County to compensate these  
 4 investigators for any “enforcement” actions, trainings, other tasks they undertake in their  
 5 role with DHS. *Id.* at §§ X, XIV.

6 7. The Board learned that the County Attorney had entered into the PCAO  
 7 Agreement on December 11, 2025, *see* Ex. B, and subsequently informed the County  
 8 Attorney through counsel on January 21, 2026, that the Agreement was null and void  
 9 because: (1) the County Attorney lacked any authority to enter into contracts, commit  
 10 county funds, or “enforce” laws (as opposed to prosecute them); (2) the PCAO Agreement  
 11 was an intergovernmental agreement subject to A.R.S. § 11-952 and therefore needed Board  
 12 authorization to be “effective” and (3) the PCAO Agreement is invalid under 8 U.S.C. §  
 13 1357(g) — the provision of federal law authorizing “287(g)” agreements — because the  
 14 County Attorney is not a “political subdivision” eligible to enter into an agreement with  
 15 DHS. Ex. C, D.

16 8. In response to the Board’s concerns, the County Attorney recently stated,  
 17 without providing any legal analysis, that he has “no intention of terminating the Section  
 18 287(g) Agreement with DHS.” Ex. E.

19 9. Because the County Attorney has illegally directed County personnel or spent  
 20 County resources to effectuate the PCAO Agreement, the County has no choice but to now  
 21 seek relief in this Court to enjoin the County Attorney from taking any more actions under  
 22 the PCAO Agreement.

23 **PARTIES**

24 10. Plaintiff Pinal County is a body politic in the State of Arizona with the  
 25 capacity to sue and be sued. A.R.S. § 11-201(A)(1).

26 11. Plaintiff Pinal County Board of Supervisors exercises all powers of the  
 27 County. A.R.S. § 11-201. Among other things, the Board has the exclusive authority to  
 28 “make such contracts ... as may be necessary to the exercise of [the County’s] powers.”

1 A.R.S. § 11-201(A)(3). The Board also exercises fiscal supervision over all county offices,  
2 including the County Attorney. A.R.S. § 11-251(1). And the Board alone possess the power  
3 of the purse — *i.e.*, the power to “[e]xamine, settle and allow all accounts legally chargeable  
4 against the county...” A.R.S. § 11-251(11).

5 12. Plaintiff Rich Vitiello is a member of the Pinal County Board of Supervisors.  
6 He brings this action in his official capacity only.

7 13. Plaintiff Mike Goodman is a member of the Pinal County Board of  
8 Supervisors. He brings this action in his official capacity only.

9 14. Plaintiff Stephen Q. Miller is a member of the Pinal County Board of  
10 Supervisors. He brings this action in his official capacity only.

11 15. Plaintiff Jeffrey McClure is a member of the Pinal County Board of  
12 Supervisors. He brings this action in his official capacity only.

13 16. Plaintiff Jeff Serdy is a member of the Pinal County Board of Supervisors. He  
14 brings this action in his official capacity only.

15 17. Plaintiff Ross Teeple is the Pinal County Sheriff. He brings this action in his  
16 official capacity only.

17 18. Defendant Brad Miller is the Pinal County Attorney and is named in this  
18 action in his official and individual capacity.

19 **JURISDICTION AND VENUE**

20 19. Jurisdiction is proper in this Court under Article VI, §§ 14, 18 of the Arizona  
21 Constitution and A.R.S. §§ 12-123, 12-1801, and 12-1831.

22 20. Special Action jurisdiction is proper under Arizona Rule of Special Action  
23 Procedure 4(b) because the County Attorney has proceeded, or has threatened to proceed,  
24 without legal authority by entering into the PCAO Agreement without Board approval.

25 21. Venue is proper under A.R.S. § 12-401(16) and Arizona Rule of Special  
26 Action Procedure 6(a)(1) because the County Attorney holds office and made the decision  
27 to execute the PCAO Agreement in Pinal County.  
28

## ALLEGATIONS

### **I. 287(g) Agreements Generally**

22. Section 287(g) of the Immigration and Nationality Act permits DHS to “enter into a written agreement with a State, or any political subdivision of a State” allowing “an officer or employee of the State or subdivision” to “perform a function of an immigration officer in relation to the investigation, apprehension, or detention of aliens in the United States...”<sup>1</sup> 8 U.S.C. § 1357(g). DHS normally delegates its authority to enter into 287(g) agreements to Immigration and Customs Enforcement (“ICE”).

23. When performing functions under a 287(g) agreement, “an officer or employee of a State or political subdivision of a State shall be subject to the direction and supervision of [DHS].” 8 U.S.C. § 1357(g)(3).

24. There are several types of 287(g) program models.

25. Relevant here, the “Task Force Model” permits “law enforcement agencies to enforce limited immigration authority with ICE oversight during their routine police duties.” U.S. Imm. & Customs Enforcement, *ICE’s 287(g) Program* (Jan. 30, 2026), <https://www.ice.gov/identify-and-arrest/287g>. In other words, under a “task force model” 287(g) agreement, local law enforcement personnel serve as *de facto* ICE agents subject to ICE and DHS oversight.

26. In contrast, the “Jail Enforcement Model” is “designed to identify and process removable aliens — with criminal or pending criminal charges — who are arrested by state or local law enforcement agencies.” *Id.* In short, under the jail enforcement model, local law enforcement has the authority to identify and process removable aliens that have already been arrested for some “criminal” charge.

27. It is common for lawsuits to be filed against government entities based on alleged constitutional violations stemming from 287(g) enforcement actions. *See Kachinski v. City of Taylor*, 2025 WL 2099979 (E.D. Mich. July 25, 2025) (lawsuit alleging multiple

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<sup>1</sup> The authority to enter into a 287(g) agreement was originally granted to the Attorney General but was transferred to DHS after that agency was created. *See* 6 U.S.C. §§ 251, 552(d).

1 violations of the Fourth, Fifth, and Fourteenth Amendment related to the City’s 287(g)  
 2 agreement and related arrests); *Melendres v. Arpaio*, 989 F.Supp.2d 822 , 825-27 (D. Ariz.  
 3 2013) (class action suit against the Maricopa County Sheriff’s Office alleging Fourth and  
 4 Fourteenth Amendment Violations for allegedly using race as a factor for arrests related to  
 5 a 287(g) agreement.).

6 **II. The PCAO Enters Into a 287(g) Agreement Without Approval**

7 28. Since 2009, Pinal County has approved “Jail Enforcement Model” 287(g)  
 8 agreements between the Pinal County Sheriff’s Office and DHS.<sup>2</sup> The Board most recently  
 9 approved such an agreement in its January 21, 2026, regular meeting.

10 29. It was and is appropriate for the Board to authorize the Sheriff to enter into  
 11 these agreements because — unlike the County Attorney or PCAO — the Sheriff is  
 12 responsible for enforcement actions in Pinal County.

13 30. Moreover, under the “Jail Enforcement Model,” the Sheriff’s role as a *de facto*  
 14 immigration officer is largely limited to checking the immigration or citizenship status of  
 15 aliens that had already been arrested for some other crime. Thus, these types of agreements,  
 16 unlike the PCAO Agreement, do not require large scale re-orientation of County or Sheriff  
 17 resources.

18 31. The Board has *never*, however, authorized the County Attorney or any other  
 19 person from the PCAO to enter into a 287(g) agreement of any sort.

20 32. Despite this, on or around August 14, 2025, the County Attorney without  
 21 authorization signed the PCAO Agreement. Ex. A at 9. DHS countersigned on or around  
 22 August 28, 2025.<sup>3</sup> *Id.* at 9. The PCAO Agreement is a task force model 287(g) agreement.  
 23 *Id.* at 1.

24 33. Several provisions of the PCAO Agreement are relevant here.

25  
 26 <sup>2</sup> The original 2009 agreement was technically a hybrid task force model/jail enforcement  
 27 model. However, under that agreement the Sheriff’s “task force” responsibilities were  
 28 substantially circumscribed by certain “prioritization” requirements not present in the  
 PCAO Agreement.

<sup>3</sup> In correspondence with the Board, the County Attorney has erroneously stated that he  
 “executed” the PCAO Agreement on December 11, 2025. *See* Ex. E.

1           34. Section III of the PCAO Agreement states that “ICE officers will provide  
2 direction and supervision for participating [PCAO] personnel” during any “immigration  
3 enforcement functions...” *Id.* at §§ III, XI.

4           35. Section V of the PCAO Agreement designates certain “authorized functions”  
5 to the PCAO. These designated functions include, among other things, the power to: (1)  
6 “interrogate any alien or person believed to be an alien as to his right to be or remain in the  
7 United States ... and to process for immigration violations those individuals who have been  
8 arrested for State or Federal criminal offenses; (2) “arrest without warrant any alien entering  
9 or attempting to unlawfully enter the United States in the officer’s presence or view, or any  
10 alien in the United States ...”; (3) “arrest without warrant for felonies which have been  
11 committed and which are cognizable under any law of the United States any law of the  
12 United States regulating the admission, exclusion, expulsion, or removal of aliens....”; (4)  
13 “serve and execute warrants for arrest for immigration violations...”; (5) “take and maintain  
14 custody of aliens arrested by ICE, or another State or local law enforcement agency on  
15 behalf of ICE;” and (6) “transport ... aliens” arrested pursuant to immigration laws “to ICE-  
16 approved detention facilities.” *Id.* at § V.

17           36. Section X of the PCAO Agreement states that “[PCAO] personnel will carry  
18 out designated functions at the [PCAO’s] expense, including salaries and benefits, local  
19 transportation, and official issue material.” *Id.* at § X. The PCAO is also responsible for  
20 “salaries and benefits, including any overtime, of all its personnel being trained or  
21 performing duties under [the PCAO Agreement] and of those personnel performing the  
22 regular functions of the participating [PCAO] personnel while they are receiving training.”  
23 *Id.* And the PCAO is “responsible for providing all administrative supplies ... necessary for  
24 normal office operations” as well as “necessary security equipment, such as handcuffs, leg  
25 restraints, etc.” *Id.*

26           37. Section XIV of the PCAO Agreement states that “the [PCAO] will be  
27 responsible and bear the costs of participating [PCAO] personnel regarding their property  
28 or personal expenses incurred by reason of death, injury, or incidents giving rise to

1 liability.” *Id.* at § XIV.

2 38. On information and belief, the PCAO intends to direct ten of its investigators  
3 to serve as *de facto* ICE agents under the PCAO Agreement. These investigators typically  
4 assist prosecutorial activity by: (1) helping prosecutors decide whether to pursue charges  
5 and (2) gathering evidence, interviewing witnesses, and investigating defenses.

6 **III. The County Attorney Ignores the Board’s Instruction to Terminate the PCAO**  
7 **Agreement.**

8 39. Nearly two months after he had executed the PCAO Agreement, the County  
9 Attorney sent the Board an email on December 11, 2025, disclosing that the PCAO had  
10 entered into the PCAO Agreement. Ex. B. This was the first time the Board was informed  
11 that the PCAO Agreement had been signed.

12 40. In his December 11 email, the County Attorney asserted that “if the Board ...  
13 assume[s] that this office lacks the authority to execute [the PCAO Agreement], then  
14 provide a written explanation detailing the basis for that assumption.” *See id.* at 2.

15 41. The Board promptly asked its outside legal counsel to assess whether the  
16 PCAO had the legal authority to enter into the PCAO Agreement without Board approval.  
17 Ex. C at 1.

18 42. For reasons stated in more detail *infra*, the Board’s counsel determined that  
19 the PCAO had “no legal authority” to enter into the PCAO Agreement. *Id.* Outside counsel  
20 presented its analysis to the Board on January 21, 2026, after the Board voted to waive its  
21 attorney-client privilege. *Id.*

22 43. That same day, and on request of the Board, the Board’s counsel sent its  
23 analysis with a cover letter to the County Attorney. Ex. D.

24 44. The cover letter explained that Board counsel had “conclude[d] that ... only  
25 Pinal County, acting through the Board, has the legal authority to enter into a 287(g)  
26 agreement.” *Id.* In light of this conclusion, Board counsel asked the County Attorney to  
27 “confirm” that he would “terminate the agreement” and not devote “any further county  
28 resources” to the PCAO Agreement. *Id.*





1 County funds. *Compare* A.R.S. § 11-251(1) (Board may exercise “fiscal supervision” over  
2 all county officers) *and* A.R.S. § 11-251 (11) (Board has the power to “[e]xamine, settle  
3 and allow all accounts legally chargeable against the county”) *with* A.R.S. § 11-532. By  
4 committing County-paid PCAO investigators to act as immigration enforcement officials,  
5 the PCAO Agreement clearly spends or diverts County funds without Board authorization.  
6 The PCAO Agreement also exposes the County to potential financial liability for “expenses  
7 incurred by reason of death, injury, or [other] incidents” occurring under the Agreement,  
8 including settlements and judgments arising from civil rights litigation under 42 U.S.C. §  
9 1983. *See* Ex. A at § XIV.

10 62. Third, the PCAO Agreement purports to “authorize” PCAO investigators to  
11 perform various enforcement actions, including making arrests, interrogating witnesses, and  
12 executing warrants. But the County Sheriff has exclusive authority to “preserve the peace”  
13 and “arrest . . . all persons who attempt to commit or who have committed a public offense.”  
14 A.R.S. § 11-441(A)(1), (2). And permitting the County Attorney or PCAO to exercise  
15 enforcement authority would shatter the traditional separation of enforcement and  
16 prosecution and potentially eviscerate prosecutorial immunity. *See e.g. State v. Superior*  
17 *Court*, 186 Ariz. 294, 297 (App. 1996) (“Prosecutors are generally immune from civil  
18 liability for actions taken in their official capacities” but “a prosecutor’s conduct while  
19 acting as an administrator or investigative officer . . . does not enjoy absolute immunity.”).

20 63. Beyond this, PCAO investigators are simply not equipped to serve as *de facto*  
21 ICE agents. This is why, traditionally, PCAO asks the County Sheriff for assistance  
22 whenever it believes an arrest must be made.

23 64. Fourth, A.R.S. § 11-952 governs intergovernmental agreements or contracts  
24 between county and federal “public agencies.” A.R.S. § 11-951(1), (5), (12). Under A.R.S.  
25 § 11-952(A), (F), any agreement or contract between a federal agency (like DHS or ICE)  
26 and a county agency (like the PCAO), must be “authorized” by the Board. The PCAO  
27 Agreement is subject to these provisions and therefore needs to be approved by the Board  
28 to become “effective.” A.R.S. § 11-952(F) (governing bodies must take “appropriate

1 action” to approve an agency-to-agency contract “before any such agreement ... may ...  
2 become effective”).

3 65. Fifth, 8 U.S.C. § 1357(g) only permits DHS to enter into an agreement with  
4 a “political subdivision” of the state. Under state law, Pinal County is a “political  
5 subdivision” of the State of Arizona, while the County Attorney is an “officer” of that  
6 political subdivision. *See e.g.* Ariz. Const. art. XII § 3 (“There are hereby created in and for  
7 each organized county of the state the following officers ... a county attorney ...”); *see also*  
8 *e.g.*, A.R.S. §§ 38-431(5)-(6); 38-431.07(A); 12-2030(A) (all distinguishing between a  
9 political subdivision and officers of a political subdivision).

10 66. Accordingly, the County requests that this Court enter an order declaring that  
11 the County Attorney exceeded his statutory authority when entering into the PCAO  
12 Agreement.

13 **COUNT III**

14 **Injunctive Relief**

15 67. The County incorporates all prior allegations.

16 68. The County Attorney’s powers are limited to those powers expressly or  
17 impliedly delegated to it by the Arizona Constitution or statutes. *See* Ariz. Const. art. XII,  
18 § 4; *Assoc. Dairy Prods. Co.*, 68 Ariz. at 395-96; *Petersen*, 54 Ariz. at 514, 518; *Boruch*,  
19 242 Ariz. at 618 ¶ 22.

20 69. For the reasons discussed *supra*, the County Attorney’s attempt to enter into  
21 the PCAO Agreement without Board approval has exceeded the scope of his authority and  
22 is an ultra vires and illegal act. Moreover, in order to perform its obligations under the  
23 PCAO Agreement, the County Attorney will spend County funds and divert County  
24 resources, all without authority of law.

25 70. Accordingly, the County requests that this Court enter an order in accordance  
26 with Rule 65, Arizona Rules of Civil Procedure, enjoining the County Attorney from  
27 spending or using any County resources or personnel to implement the PCAO Agreement.  
28

1 PRAYER FOR RELIEF

2 WHEREFORE, Pinal County requests the following relief:

3 A. A declaration under A.R.S. §§ 12-1831, 12-1832 and special action relief  
4 pursuant to Arizona Rule of Special Action Procedure 4(b), 10, or other applicable law that  
5 the County Attorney exceeded his statutory authority when entering into the PCAO  
6 Agreement.

7 B. A temporary restraining order and special action relief enjoining the County  
8 Attorney from spending or using any County resources or personnel to implement the  
9 PCAO Agreement pursuant to A.R.S. § 12-1801, Ariz. R. Civ. P. 65, Arizona Rule of  
10 Special Action Procedure 10, or other applicable law.

11 C. An award of reasonable attorneys' fees and costs pursuant to A.R.S. §§ 12-  
12 341, 12-341.01, 12-348.01, 12-1840, 12-2030, the private attorney general doctrine, and  
13 other applicable law.

14 D. Such other relief as the Court deems necessary, equitable, proper, and just.

15 *gm*  
16 DATED this day of February, 2026

17 SNELL & WILMER L.L.P.

18  
19 By: 

20 Brett W. Johnson  
21 Joseph Kanefield  
22 Ian R. Joyce  
23 One East Washington Street  
24 Suite 2700  
25 Phoenix, Arizona 85004-2556

26 *Attorneys for Plaintiff Pinal County;*  
27 *Pinal County Board of Supervisors;*  
28 *Individual Supervisors Vitiello,*  
*Goodman, Miller, McClure, and Serdy;*  
*and Pinal County Sheriff Teeple*

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VERIFICATION

STATE OF ARIZONA            )  
  ) ss.  
COUNTY OF PINAL            )

I, Jeffrey McClure, certify that I have read the foregoing *Verified Complaint for Special Action Relief and Temporary Restraining Order* and know the contents thereof by personal knowledge. I know the allegations of the Verified Complaint to be true, except the matters therein on information and belief, which I believe to be true. Executed under penalty of perjury this 6th day of February, 2026.



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Jeffrey McClure  
Chairman, Pinal County Board of Supervisors

# **EXHIBIT A**

**MEMORANDUM OF AGREEMENT**  
**287(g) Task Force Model**

This Memorandum of Agreement (MOA) constitutes an agreement between United States Immigration and Customs Enforcement (ICE), a component of the Department of Homeland Security (DHS), and the Pinal County Attorney's Office, AZ, pursuant to which ICE delegates to nominated, trained, and certified officers or employees of the Pinal County Attorney's Office, AZ (hereinafter interchangeably referred to as "Law Enforcement Agency" (LEA)), the authority to perform certain immigration enforcement functions as specified herein. The LEA represents Pinal County Attorney's Office, AZ in the implementation and administration of this MOA. The LEA and ICE enter into this MOA in good faith and agree to abide by the terms and conditions contained herein. The ICE and LEA points of contact for purposes of this MOA are identified in Appendix A.

**I. PURPOSE**

The purpose of this MOA is to set forth the terms and conditions pursuant to which selected LEA personnel (participating LEA personnel) will be nominated, trained, and thereafter be approved by ICE to perform certain functions of an immigration officer under the direction and supervision of ICE within the LEA's jurisdiction. This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. Nothing contained herein shall otherwise limit the jurisdiction and powers normally possessed by participating LEA personnel as members of the LEA. However, the exercise of the immigration enforcement authority granted under this MOA to participating LEA personnel shall occur only as provided in this MOA. This MOA also describes the complaint procedures available to members of the public regarding immigration enforcement actions taken pursuant to this agreement by participating LEA personnel.

**II. AUTHORITY**

Section 287(g) of the Immigration and Nationality Act (INA), codified at 8 U.S.C. § 1357(g), as amended by the Homeland Security Act of 2002, Public Law 107-296, authorizes the Secretary of Homeland Security, or her designee, to enter into written agreements with a State or any political subdivision of a State so that qualified officers and employees can perform certain functions of an immigration officer. This MOA constitutes such a written agreement.

**III. POLICY**

This MOA sets forth the scope of the immigration officer functions that DHS is authorizing the participating LEA personnel to perform. It sets forth with specificity the duration of the authority conveyed and the specific lines of authority, including the requirement that participating LEA personnel be subject to ICE direction and supervision while performing delegated immigration officer functions pursuant to this MOA. For the purposes of this MOA, ICE officers will provide direction and supervision for participating LEA personnel only as to immigration enforcement functions as authorized in this MOA. The LEA retains supervision of all other aspects of the employment and performance of duties of participating LEA personnel.

#### **IV. TRAINING AND ASSIGNMENTS**

Before participating LEA personnel receive authorization to perform immigration officer functions granted under this MOA, they must successfully complete mandatory training on relevant administrative, legal, and operational issues tailored to the immigration enforcement functions to be performed as provided by ICE instructors and thereafter pass examinations equivalent to those given to ICE officers. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE. Only participating LEA personnel who are nominated, trained, certified, and authorized, as set out herein, have authority pursuant to this MOA to conduct the delegated immigration officer functions, under ICE direction and supervision, enumerated in this MOA.

Upon the LEA's agreement, participating LEA personnel performing immigration-related duties pursuant to this MOA will be assigned to various units, teams, or task forces designated by ICE.

#### **V. DESIGNATION OF AUTHORIZED FUNCTIONS**

For the purposes of this MOA, participating LEA personnel are authorized to perform the following functions pursuant to the stated authorities, subject to the limitations contained in this MOA:

- The power and authority to interrogate any alien or person believed to be an alien as to his right to be or remain in the United States (INA § 287(a)(1) and 8 C.F.R. § 287.5(a)(1)) and to process for immigration violations those individuals who have been arrested for State or Federal criminal offenses.
- The power and authority to arrest without a warrant any alien entering or attempting to unlawfully enter the United States in the officer's presence or view, or any alien in the United States, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(2) and 8 C.F.R. § 287.5(c)(1). Subsequent to such arrest, the arresting officer must take the alien without unnecessary delay for examination before an immigration officer having authority to examine aliens as to their right to enter or remain in the United States.
- The power to arrest without warrant for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if the officer has reason to believe the alien to be arrested is in the United States in violation of law and is likely to escape before a warrant can be obtained. INA § 287(a)(4) and 8 C.F.R. § 287.5(c)(2).
- The power to serve and execute warrants of arrest for immigration violations under INA § 287(a) and 8 C.F.R. § 287.5(e)(3).
- The power and authority to administer oaths and to take and consider evidence (INA § 287(b) and 8 C.F.R. § 287.5(a)(2)) to complete required alien processing to include fingerprinting,

photographing, and interviewing, as well as the preparation of affidavits and the taking of sworn statements for ICE supervisory review.

- The power and authority to prepare charging documents (INA § 239, 8 C.F.R. § 239.1; INA § 238, 8 C.F.R. § 238.1; INA § 241(a)(5), 8 C.F.R. § 241.8; INA § 235(b)(1), 8 C.F.R. § 235.3) including the preparation of the Notice to Appear (NTA) or other charging document, as appropriate, for the signature of an ICE officer for aliens in categories established by ICE supervisors.
- The power and authority to issue immigration detainers (8 C.F.R. § 287.7) and I-213, Record of Deportable/Inadmissible Alien, for aliens in categories established by ICE supervisors.
- The power and authority to take and maintain custody of aliens arrested by ICE, or another State or local law enforcement agency on behalf of ICE. (8 C.F.R. § 287.5(c)(6))
- The power and authority to take and maintain custody of aliens arrested pursuant to the immigration laws and transport (8 C.F.R. § 287.5(c)(6)) such aliens to ICE-approved detention facilities.

## **VI. RESOLUTION OF LOCAL CHARGES**

The LEA is expected to pursue to completion prosecution of any state or local charges that caused the alien to be taken into custody. ICE may assume custody of aliens who have been convicted of a state or local offense only after such aliens have concluded service of any sentence of incarceration. The ICE Enforcement and Removal Operations Field Office Director or designee shall assess on a case-by-case basis the appropriate actions for aliens who do not meet the above criteria based on special interests or other circumstances after processing by the LEA.

After notification to and coordination with the ICE supervisor, the alien whom participating LEA personnel have determined to be removable will be arrested on behalf of ICE by participating LEA personnel and be transported by the LEA on the same day to the relevant ICE detention office or facility.

## **VII. NOMINATION OF PERSONNEL**

The chief officer of the LEA will nominate candidates for initial training and certification under this MOA. For each candidate, ICE may request any information necessary for a background check and to evaluate a candidate's suitability to participate in the enforcement of immigration authorities under this MOA. All candidates must be United States citizens. All candidates must have at least two years of LEA work experience. All candidates must be approved by ICE and must be able to qualify for appropriate federal security clearances and access to appropriate DHS and ICE databases/systems and associated applications.

Should a candidate not be approved, a substitute candidate may be submitted if time permits such substitution to occur without delaying the start of training. Any subsequent expansion in the number of participating LEA personnel or scheduling of additional training classes may be based

on an oral agreement of the parties but will be subject to all the requirements of this MOA.

### **VIII. TRAINING OF PERSONNEL**

ICE will provide participating LEA personnel with the mandatory training tailored to the immigration functions to be performed. The mandatory training may be made available to the LEA in both in-person and online, recorded or virtual-meeting formats, as determined by ICE.

Training will include, among other things: (i) discussion of the terms and limitations of this MOA; (ii) the scope of immigration officer authority; (iii) relevant immigration law; (iv) the ICE Use of Force Policy; (v) civil rights laws; (vi) the detention of aliens; (vii) public outreach and complaint procedures; (viii) liability issues; (ix) cross-cultural issues; and (x) the obligations under federal law, including applicable treaties or international agreements, to make proper notification upon the arrest or detention of a foreign national.

Approximately one year after the participating LEA personnel are trained and certified, ICE may provide additional updated training on relevant administrative, legal, and operational issues related to the performance of immigration officer functions, unless either party terminates this MOA pursuant to Section XVIII below. Local training on relevant issues will be provided on an ongoing basis by ICE supervisors or a designated team leader.

### **IX. CERTIFICATION AND AUTHORIZATION**

ICE will certify in writing the names of those LEA personnel who successfully complete training and pass all required testing. Upon certification, ICE will provide the participating LEA personnel with a signed authorization to perform specified functions of an immigration officer for an initial period of two years from the date of the authorization. ICE will also provide a copy of the authorization to the LEA. The ICE supervisory officer, or designated team leader, will evaluate the activities of all personnel certified under this MOA.

Authorization of participating LEA personnel to act pursuant to this MOA may be revoked at any time and for any reason by ICE or the LEA. Such revocation will require notification to the other party to this MOA within 48 hours. The chief officer of the LEA and ICE will be responsible for notification of the appropriate personnel in their respective agencies. The termination of this MOA, pursuant to Section XVIII below, shall constitute revocation of all immigration enforcement authorizations delegated herein.

### **X. COSTS AND EXPENDITURES**

Participating LEA personnel will carry out designated functions at the LEA's expense, including salaries and benefits, local transportation, and official issue material. Whether or not the LEA receives financial reimbursement for such costs through a federal grant or other funding mechanism is not material to this MOA.

ICE is responsible for the installation and maintenance of the Information Technology (IT) infrastructure. The use of the IT infrastructure and the DHS/ICE IT security policies are

defined in the Interconnection Security Agreement (ISA). The ISA is the agreement between ICE's Chief Information Security Officer and the LEA's Designated Accreditation Authority. The LEA agrees that each of its sites using an ICE-provided network access or equipment will sign the ISA, which defines the DHS ICE 4300A Sensitive System Policy and Rules of Behavior for each user granted access to the DHS network and software applications. Failure to adhere to the terms of the ISA could result in the loss of all user privileges.

The LEA is responsible for personnel expenses, including, but not limited to, salaries and benefits, local transportation, and official issue material used in the execution of the LEA's mission. ICE will provide instructors and training materials. The LEA is responsible for the salaries and benefits, including any overtime, of all its personnel being trained or performing duties under this MOA and of those personnel performing the regular functions of the participating LEA personnel while they are receiving training. ICE is responsible for the costs of the LEA personnel's travel expenses while in a training status, as authorized by the Federal Travel Regulation and the ICE Travel Handbook. These expenses include housing, per diem and all transportation costs associated with getting to and from training. ICE is responsible for the salaries and benefits of all ICE personnel, including instructors and supervisors.

The LEA is responsible for providing all administrative supplies (e.g. paper, printer toner) necessary for normal office operations. The LEA is also responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.

## **XI. ICE SUPERVISION**

Immigration enforcement activities conducted by participating LEA personnel will be supervised and directed by ICE. Participating LEA personnel are not authorized to perform immigration officer functions except when working under the supervision or direction of ICE.

When operating in the field, participating LEA personnel shall contact an ICE supervisor at the time of exercising the authority in this MOA, or as soon as is practicable thereafter, for guidance. The actions of participating LEA personnel will be reviewed by the ICE supervisory officers on an ongoing basis to ensure compliance with the requirements of the immigration laws and procedures and to assess the need for additional training or guidance for that specific individual.

For the purposes of this MOA, ICE officers will provide supervision of participating LEA personnel only as to immigration enforcement functions. The LEA retains supervision of all other aspects of the employment of and performance of duties by participating LEA personnel.

In the absence of a written agreement to the contrary, the policies and procedures to be utilized by the participating LEA personnel in exercising these authorities shall be DHS and ICE policies and procedures, including the ICE Use of Force Policy. However, when engaged in immigration enforcement activities, no participating LEA personnel will be expected or required to violate or otherwise fail to maintain the LEA's rules, standards, or policies, or be required to fail to abide by restrictions or limitations as may otherwise be imposed by law unless doing so would violate

federal law.

If a conflict arises between an order or direction of an ICE supervisory officer and LEA rules, standards, or policies, the conflict shall be promptly reported to ICE, and the chief officer of the LEA, or designee, when circumstances safely allow the concern to be raised. ICE and the chief officer of the LEA shall attempt to resolve the conflict.

Whenever possible, the LEA will deconflict all addresses, telephone numbers, and known or suspected identities of violators of the INA with ICE's Homeland Security Investigations or ICE's Enforcement and Removal Operations prior to taking any enforcement action. This deconfliction will, at a minimum include wants/warrants, criminal history, and a person's address, and vehicle check through TECS II or any successor system.

LEA participating personnel authorized pursuant to this MOA may be assigned and/or co-located with ICE as task force officers to assist ICE with criminal investigations.

## **XII. REPORTING REQUIREMENTS**

The LEA will be responsible for tracking and maintaining accurate data and statistical information for their 287(g) program, including any specific tracking data requested by ICE. Upon ICE's request, such data and information shall be provided to ICE for comparison and verification with ICE's own data and statistical information, as well as for ICE's statistical reporting requirements and to assess the progress and success of the LEA's 287(g) program.

## **XIII. RELEASE OF INFORMATION TO THIRD PARTIES**

The LEA may, at its discretion, communicate the substance of this agreement to the media and other parties expressing an interest in the law enforcement activities to be engaged in under this MOA. It is the practice of ICE to provide a copy of this MOA, only after it has been signed, to requesting media outlets; the LEA is authorized to do the same.

The LEA hereby agrees to coordinate with ICE prior to releasing any information relating to, or exchanged under, this MOA. For releases of information to the media, the LEA must coordinate in advance of release with the ICE Office of Public Affairs, which will consult with ICE Privacy Office for approval prior to any release. The points of contact for ICE and the LEA for this purpose are identified in Appendix C. For releases of information to all other parties, the LEA must coordinate in advance of release with the FOD or the FOD's representative.

Information obtained or developed as a result of this MOA, including any documents created by the LEA that contain information developed or obtained as a result of this MOA, is under the control of ICE and shall not be disclosed unless: 1) permitted by applicable laws, regulations, or executive orders; and 2) the LEA has coordinated in advance of release with (a) the ICE Office of Public Affairs, which will consult the ICE Privacy Office for approval, prior to any release to the media, or (b) an ICE officer prior to releases to all other parties. LEA questions regarding the

applicability of this section to requests for release of information shall be directed to an ICE officer.

Nothing herein limits LEA's compliance with state public records laws regarding those records that are solely state records and not ICE records.

The points of contact for ICE and the LEA for the above purposes are identified in Appendix C.

#### **XIV. LIABILITY AND RESPONSIBILITY**

Except as otherwise noted in this MOA or allowed by federal law, and to the extent required by 8 U.S.C. § 1357(g)(7) and (8), the LEA will be responsible and bear the costs of participating LEA personnel regarding their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability.

Participating LEA personnel will be treated as Federal employees for purposes of the Federal Tort Claims Act, 28 U.S.C. § 1346(b)(1), 2671-2680, and worker's compensation claims, 5 U.S.C. § 8101 et seq., when performing a function on behalf of ICE as authorized by this MOA. *See* 8 U.S.C. § 1357(g)(7); 28 U.S.C. § 2671. In addition, it is the understanding of the parties to this MOA that participating LEA personnel performing a function on behalf of ICE authorized by this MOA will be considered acting under color of federal authority for purposes of determining liability and immunity from suit under federal or state law. *See* 8 U.S.C. § 1357(g)(8).

Participating LEA personnel named as personal-capacity defendants in litigation arising from activities carried out under this MOA may request representation by the U.S. Department of Justice. *See* 28 C.F.R. § 50.15. Absent exceptional circumstances, such requests must be made in writing. LEA personnel who wish to submit a request for representation shall notify the local ICE Office of the Principal Legal Advisor (OPLA) field location at 2035 N. Central Ave Phoenix AZ 85004. OPLA, through its headquarters, will assist LEA personnel with the request for representation, including the appropriate forms and instructions. Unless OPLA concludes that representation clearly is unwarranted, it will forward the request for representation, any supporting documentation, and an advisory statement opining whether: 1) the requesting individual was acting within the scope of his/her authority under 8 U.S.C. § 1357(g) and this MOA; and, 2) such representation would be in the interest of the United States, to the Director of the Constitutional and Specialized Tort Litigation Section, Civil Division, Department of Justice (DOJ). Representation is granted at the discretion of DOJ; it is not an entitlement. *See* 28 C.F.R. § 50.15.

The LEA agrees to cooperate with any federal investigation related to this MOA to the full extent of its available powers, including providing access to appropriate databases, personnel, individuals in custody and documents. Failure to do so may result in the termination of this MOA. Failure of any participating LEA employee to cooperate in any federal investigation related to this MOA may result in revocation of such individual's authority provided under this MOA. The LEA agrees to cooperate with federal personnel conducting reviews to ensure compliance with the terms of this MOA and to provide access to appropriate databases, personnel, and documents necessary to complete such compliance review. It is understood that information provided by any LEA personnel under threat of disciplinary action in an administrative investigation cannot be

used against that individual in subsequent criminal proceedings, consistent with *Garrity v. New Jersey*, 385 U.S. 493 (1967), and its progeny.

As the activities of participating LEA personnel under this MOA derive from federal authority, the participating LEA personnel will comply with federal standards relating to the Supreme Court's decision in *Giglio v. United States*, 405 U.S. 150 (1972), and its progeny, which govern the disclosure of potential impeachment information about possible witnesses or affiants in a criminal case or investigation.

The LEA and ICE are each responsible for compliance with the Privacy Act of 1974, 5 U.S.C. § 552a, DHS Privacy Act regulations, 6 C.F.R. §§ 5.20-5.36, as applicable, and related system of records notices regarding data collection and use of information under this MOA.

#### **XV. COMPLAINT PROCEDURES**

The complaint reporting and resolution procedure for allegations of misconduct by participating LEA personnel, regarding activities undertaken under the authority of this MOA, is included at Appendix B.

#### **XVI. CIVIL RIGHTS STANDARDS**

Participating LEA personnel who perform certain federal immigration enforcement functions are bound by all applicable federal civil rights statutes and regulations.

Participating LEA personnel will provide an opportunity for subjects with limited English language proficiency to request an interpreter. Qualified foreign language interpreters will be provided by the LEA as needed.

#### **XVII. MODIFICATION OF THIS MOA**

Modifications of this MOA must be proposed in writing and approved by the signatories.

#### **XVIII. EFFECTIVE DATE, SUSPENSION, AND TERMINATION OF THIS MOA**

This MOA becomes effective upon signature of both parties and will remain in effect until either party terminates or suspends the MOA. Termination by the LEA shall be provided, in writing, to the local Field Office.

In instances where serious misconduct or violations of the terms of the MOA come to the attention of ICE, the ICE Director may, upon recommendation of the Executive Associate Director for Enforcement and Removal Operations, elect to immediately suspend the MOA pending investigation of the misconduct and/or violations.

Notice of the suspension will be provided to the LEA, and the notice will include, at a minimum, (1) an overview of the reason(s) that ICE is suspending the 287(g) agreement, (2) the length of the temporary suspension, and (3) how the LEA can provide ICE with information regarding the alleged

misconduct and/or violations, as well as any corrective measures it has undertaken.

ICE shall provide the LEA with a reasonable opportunity to respond to the alleged misconduct and/or violations and to take actions to implement corrective measures (e.g., replace the officer(s) who are the focus of the allegations). ICE will provide the LEA timely notice of a suspension being extended or vacated.

If the LEA is working to take corrective measures, ICE will generally not terminate an agreement. The termination of an agreement is generally reserved for instances involving problems that are unresolvable and detrimental to the 287(g) Program.

If ICE decides to move from suspension to termination, ICE will provide the LEA a 90-day notice in advance of the partnership being terminated. The notice will include, at a minimum: (1) An overview of the reason(s) that ICE seeks to terminate the 287(g) agreement; (2) All available data on the total number of aliens identified under the 287(g) agreement; and (3) Examples of egregious criminal aliens identified under the 287(g) agreement. ICE's decision to terminate a MOA will be published on ICE's website 90 days in advance of the MOA's termination.

This MOA does not, is not intended to, shall not be construed to, and may not be relied upon to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

By signing this MOA, each party represents it is fully authorized to enter into this MOA, accepts the terms, responsibilities, obligations, and limitations of this MOA, and agrees to be bound thereto to the fullest extent allowed by law.

**For the LEA:**

Date: \_\_\_\_\_

Signature: 

Name: Brad Miller

Title: Pinal County Attorney

Agency: Pinal County Attorney's Office, AZ

**For ICE:**

Date: 8/28/2025

Signature: 

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

Title: \_\_\_\_\_

Agency: Department of Homeland Security

U.S. Immigration and Customs Enforcement

**APPENDIX A**

**POINTS OF CONTACT**

The ICE and LEA points of contact for purposes of implementation of this MOA are:

For ICE:                    Department of Homeland Security  
                                 Immigration and Customs Enforcement  
                                 Enforcement and Removal Operations  
                                 Assistant Director for Enforcement  
                                 Washington DC

For the LEA:             **Hank Mueller**  
                                 Chief of Investigations  
                                 5208409750  
                                 971 Jason Lopez Cir, Florence AZ  
                                 hank.mueller@pinal.gov

## APPENDIX B

### COMPLAINT PROCEDURE

This MOA is an agreement between ICE and the Pinal County Attorney's Office, AZ, hereinafter referred to as the "Law Enforcement Agency" (LEA), in which selected LEA personnel are authorized to perform immigration enforcement duties in specific situations under federal authority. As such, the training, supervision, and performance of participating LEA personnel pursuant to the MOA, as well as the protections for individuals' civil and constitutional rights, are to be monitored. Part of that monitoring will be accomplished through these complaint reporting and resolution procedures, which the parties to the MOA have agreed to follow.

If any participating LEA personnel are the subject of a complaint or allegation involving the violation of the terms of this MOA the LEA shall, to the extent allowed by state law, make timely notification to ICE.

Further, if the LEA is aware of a complaint or allegation of any sort that may result in that individual receiving professional discipline or becoming the subject of a criminal investigation or civil lawsuit, the LEA shall remove the designated LEA personnel from the program, until such time that the LEA has adjudicated the allegation.

The LEA will handle complaints filed against LEA personnel who are not designated and certified pursuant to this MOA but are acting in immigration functions in violation of this MOA. Any such complaints regarding non-designated LEA personnel acting in immigration functions must be forwarded to the ICE Office of Professional Responsibility (OPR) at [ICEOPRIntake@ice.dhs.gov](mailto:ICEOPRIntake@ice.dhs.gov).

#### 1. Complaint Reporting Procedures

Complaint reporting procedures shall be disseminated as appropriate by the LEA within facilities under its jurisdiction (in English and other languages as appropriate) in order to ensure that individuals are aware of the availability of such procedures. Complaints will be accepted from any source (e.g., ICE, LEA, participating LEA personnel, inmates, and the public).

Complaints may be reported to federal authorities as follows:

- A. Telephonically to the ICE OPR at the toll-free number 1-833-4ICE-OPR; or
- B. Via email at [ICEOPRIntake@ice.dhs.gov](mailto:ICEOPRIntake@ice.dhs.gov).

Complaints may also be referred to and accepted by any of the following LEA entities:

- A. The LEA Internal Affairs Division; or
- B. The supervisor of any participating LEA personnel.

## **2. Review of Complaints**

All complaints (written or oral) reported to the LEA directly, which involve activities connected to immigration enforcement activities authorized under this MOA, will be reported to the ICE OPR. The ICE OPR will verify participating personnel status under the MOA with the assistance of ICE. Complaints received by any ICE entity will be reported directly to the ICE OPR as per existing ICE policies and procedures.

In all instances, the ICE OPR, as appropriate, will make an initial determination regarding DHS investigative jurisdiction and refer the complaint to the appropriate office for action as soon as possible, given the nature of the complaint.

Complaints reported directly to the ICE OPR will be shared with the LEA's Internal Affairs Division when the complaint involves LEA personnel. Both offices will then coordinate appropriate investigative jurisdiction, which may include initiation of a joint investigation to resolve the issue(s).

## **3. Complaint Resolution Procedures**

Upon receipt of any complaint the ICE OPR will undertake a complete review of each complaint in accordance with existing ICE allegation criteria and reporting requirements. As stated above the ICE OPR will adhere to existing ICE reporting requirements as they relate to the DHS OIG and/or another legally required entity. Complaints will be resolved using the existing procedures, supplemented as follows:

### **A. Referral of Complaints to LEA Internal Affairs Division.**

The ICE OPR will refer complaints, as appropriate, involving LEA personnel to the LEA's Internal Affairs Division for resolution. The Internal Affairs Division Commander will inform ICE OPR of the disposition and resolution of any complaints referred by ICE OPR.

### **B. Interim Action Pending Complaint Resolution**

Whenever any participating LEA personnel are under investigation and subject to interrogation by the LEA for any reason that could lead to disciplinary action, demotion, or dismissal, the policy requirements of the LEA shall be honored. If appropriate, an individual may be removed from participation in the activities covered under the MOA pending resolution of an inquiry.

### **C. Time Parameters for Resolution of Complaints**

It is expected that any complaint received will be resolved within 90 days. However, this will depend upon the nature and complexity of the substance of the complaint itself.

### **D. Notification of Resolution of a Complaint**

ICE OPR will coordinate with the LEA's Internal Affairs Division to ensure notification as appropriate to the subject(s) of a complaint regarding the resolution of the complaint.

## **APPENDIX C**

### **PUBLIC INFORMATION POINTS OF CONTACT**

Pursuant to Section XIII of this MOA, the signatories agree to coordinate any release of information to the media regarding actions taken under this MOA. The points of contact for coordinating such activities are:

**For the LEA:**

Beth Goulden

Chief of Communications/Governmental Affairs

520.517.7650

971 N Jason Lope Cir Florence AZ

beth.goulden@pinal.gov

**For ICE:**

Department of Homeland Security  
Immigration and Customs Enforcement  
Office of Public Affairs

# **EXHIBIT B**



From: **Brad Miller** <[brad.miller@pinal.gov](mailto:brad.miller@pinal.gov)>

Date: Thu, Dec 11, 2025 at 1:24 PM

Subject: 287(g) Agreement

To: Jeffrey McClure <[jeffrey.mcclure@pinal.gov](mailto:jeffrey.mcclure@pinal.gov)>, Jeff Serdy <[jeff.serdy@pinal.gov](mailto:jeff.serdy@pinal.gov)>

Cc: William Wallace <[william.wallace@pinal.gov](mailto:william.wallace@pinal.gov)>, Leo Lew <[leo.lew@pinal.gov](mailto:leo.lew@pinal.gov)>, Christine Roberts <[christine.roberts@pinal.gov](mailto:christine.roberts@pinal.gov)>, Ian Daranyi <[ian.daranyi@pinal.gov](mailto:ian.daranyi@pinal.gov)>

Chairman McClure,

As you know, we have entered into a 287(g) agreement with U.S. Immigration and Customs Enforcement.

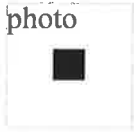
I reached this decision after evaluating the growing threats of human trafficking, drug trafficking, and organized criminal activity impacting Pinal County. The 287(g) program provides essential tools to identify and remove criminal offenders who pose a direct danger to our community.

I maintain that the County Attorney has the ultimate authority to enter into this agreement. The law vests prosecutorial and public-safety responsibilities in this office, and the partnership with ICE falls squarely within that mandate. This office stands firmly behind President Trump's agenda on securing communities, enforcing the rule of law, and restoring public safety at the local level.

If the Board, or you as Chairman, assume that this office lacks the authority to execute this agreement, then provide a written explanation detailing the basis for that assumption. Such explanation should cite the specific statutes or governing provisions you believe restrict or override the authority of the County Attorney in this matter.

Until such justification is provided, the 287(g) agreement will remain in effect.

Respectfully,



**Brad Miller**  
**Pinal County Attorney**  
520-866-6271 |  
PinalCountyAttorney.Org  
Brad.Miller@Pinal.Gov

# **EXHIBIT C**



January 21, 2026

**ATTORNEY-CLIENT PRIVILEGED COMMUNICATION**

The Honorable Jeffrey McClure  
Pinal County Board of Supervisors  
135 N. Pinal St.  
Florence, Arizona 85132

**Re: Pinal County Attorney's Office 287(g) Agreement with Department of  
Homeland Security**

Dear Chairman McClure:

The Pinal County Board of Supervisors (the "Board") has requested our legal opinion as to whether the Pinal County Attorney's Office ("PCAO") has the legal authority to enter into a "287(g)" task force model agreement with the Department of Homeland Security ("DHS") without Board approval.

We understand that you plan to provide this analysis to others, so it is provided *without* attorney-client privileged protected information or advice. Regardless, we do not write this letter on behalf of or for any other entity or person other than you. Moreover, this letter is not intended to be an exhaustive discussion of all of the County Attorney's duties and responsibilities. Any other recipient of this letter should contact its or his/her own counsel to review and interpret our findings and conclusions. Your provision of this analysis to others is not intended to otherwise waive your attorney-client privilege with respect to these issues.<sup>1</sup>

Based on a review of the Arizona Revised Statutes, relevant cases and applicable federal law, we conclude that only Pinal County, acting through the Board, has the legal authority to enter into a 287(g) agreement. Put simply, the PCAO is not a "political subdivision" that can bind the County under 287(g), is not a law enforcement agency, and has no legal authority to simultaneously enforce and prosecute the law.

**I. Background**

Section 287(g) of the Immigration and Nationality Act permits the U.S. Attorney General to "enter into a written agreement with a State, or any political subdivision of a State" allowing "an officer or employee of the State or subdivision" to "perform a function of an immigration

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<sup>1</sup> Additionally, to the extent that others rely or attempt to rely on the statements in this letter in any form, including as legal advice, such reliance or attempted reliance would be unwarranted and unreasonable. This firm is not responsible for the consequences, if any, of such actions, as this letter is not legal advice to them and does not create an attorney-client relationship.

officer in relation to the investigation, apprehension, or detention of aliens in the United States...<sup>2</sup> State or subdivision officers that perform immigration functions pursuant to a 287(g) agreement are under federal oversight by DHS and Immigration and Customs Enforcement (“ICE”).

On December 11, 2025, the PCAO informed the Board that it had entered into a 287(g) “Task Force Model” Memorandum of Agreement with DHS (the “PCAO Agreement”).<sup>3</sup> In his December 11, 2025, email to then Vice Chair McClure, the County Attorney invited the analysis contained in this letter by asserting, “[i]f the Board, or you as Chairman [sic], assume that this office lacks the authority to execute this agreement, then provide a written explanation detailing the basis for that assumption. Such explanation should cite the specific statutes or governing provisions you believe restrict or override the authority of the County Attorney in this matter. Until such justification is provided, the 287(g) agreement will remain in effect.”

Pursuant to the PCAO Agreement, DHS has purportedly delegated PCAO personnel the authority to, among other things, interrogate and “arrest without warrant” any person suspected of being “in the United States in violation of law,” while at the same time mandating that the County indemnify and otherwise be liable for those PCAO personnels’ actions while under DHS control. It appears that the PCAO intends on using ten investigators as immigration enforcement officers under the PCAO Agreement. These PCAO investigators normally assist prosecutorial activity by: (1) helping prosecutors decide whether to pursue charges and (2) gathering evidence, interviewing witnesses, and investigating defenses.

It is undisputed that the Board never approved the PCAO Agreement.

## **II. Legal Analysis**

The PCAO’s attempt to enter into a 287(g) agreement without Board approval is an illegal, ultra vires, act, for several reasons.

First, “The powers of a county shall be exercised only by the board of supervisors ...”.<sup>4</sup> Relevant here, one “power” specifically granted to the County is the power to “[m]ake such contracts .... as may be necessary to the exercise of [the County’s] powers.”<sup>5</sup>

In contrast, the PCAO’s powers are limited to those powers expressly or impliedly delegated to it by the Arizona Constitution or statutes.<sup>6</sup> The powers specifically granted to the

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<sup>2</sup> 8 U.S.C. § 1357(g).

<sup>3</sup> The PCAO Agreement is available at

[https://www.ice.gov/doclib/287gMOA/PinalCountyAOAZ\\_TFM\\_MOA\\_08282025.pdf](https://www.ice.gov/doclib/287gMOA/PinalCountyAOAZ_TFM_MOA_08282025.pdf)

<sup>4</sup> A.R.S. § 11-201(A).

<sup>5</sup> A.R.S. § 11-201(A)(3).

<sup>6</sup> See *Associated Dairy Prods. Co. v. Page*, 68 Ariz. 393, 395-69 (1949); see also *Boruch v. State ex rel. Halikowski*, 242 Ariz. 611, 618 ¶ 22 (App. 2017); *Petersen v. S. Ariz. Bank & Trust Co.*, 54

County Attorney in A.R.S. § 11-532 do *not* include the power to enter into contracts on behalf of the County. The PCAO also cannot rely on its general authority to prosecute crimes or protect the public to enter into a 287(g) contract without the Board's approval. Such an action is unsupported by statute and is an impermissible expansion of the PCAO's limited authority.<sup>7</sup>

Second, nothing in A.R.S. § 11-532 grants the PCAO authority to perform the *enforcement* functions contemplated by the PCAO Agreement (*i.e.* interrogations, warrantless arrests, and execution of warrants). By granting PCAO certain enforcement authority, the PCAO Agreement creates a situation where the PCAO acts as both the officer charged with enforcing the law *and* the prosecutor tasked with deciding whether to bring charges. This is inconsistent with the traditional separation of enforcement and prosecution, potentially eviscerates prosecutorial immunity,<sup>8</sup> and impairs prosecutorial discretion.<sup>9</sup> The PCAO Agreement is also impractical. PCAO investigators are simply not equipped to make arrests.<sup>10</sup> Rather, the protocol has always been to ask the Sheriff for assistance when such arrests need to be made.

Third, and relatedly, only the Sheriff has authority to “preserve the peace” and “arrest . . . all persons who attempt to commit or who have committed a public offense” under A.R.S. § 11-441. Even if the Board *had* approved the PCAO Agreement (which it did not), the Agreement may *still* violate A.R.S. § 11-441 by attempting to assign the Sheriff's powers to the PCAO.<sup>11</sup>

Fourth, A.R.S. § 11-952 governs intergovernmental agreements or contracts between county and federal “public agencies.”<sup>12</sup> Under A.R.S. § 11-952(A), (F), any agreement or contract

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Ariz. 506, 514, 518 (1939) (government officials may only act pursuant to their “statutory authority”); *see also* Ariz. Const. art. 12, § 4 (stating that “[t]he duties, powers, and qualifications” of county officers “shall be as prescribed by law”).

<sup>7</sup> *See Roberts v. State*, 253 Ariz. 259, ¶ 20 (2022) (courts will not “read into a statute something which is not within the manifest intention of the legislature as gathered from the statute itself,” nor will they “inflate, expand, stretch or extend a statute to matters not falling within its expressed provisions” (quoting *City of Phoenix v. Donofrio*, 99 Ariz. 130, 133 (1965))).

<sup>8</sup> *See State v. Superior Court*, 186 Ariz. 294, 297 (App. 1996) (“Prosecutors are generally immune from civil liability for actions taken in their official capacities” but “a prosecutor’s conduct while acting as an administrator or investigative officer . . . does not enjoy absolute immunity.”).

<sup>9</sup> *See State v. Murphy*, 113 Ariz. 416, 418 (1976) (“The duty and discretion to conduct prosecutions for public offenses rests with the county attorney.”); American Bar Association, *Criminal Justice Standards for the Prosecution Function* § 3-3.2(a) (4th ed. 2017) (“The prosecutor should maintain respectful yet independent judgment when interacting with law enforcement personnel.”).

<sup>10</sup> The PCAO Agreement (at p. 5) provides that “[t]he LEA is [] responsible for providing the necessary security equipment, such as handcuffs, leg restraints, etc.”

<sup>11</sup> *See Sanchez v. Maricopa County*, 572 P.3d 101, 106 ¶ 11 (2025) (even the Board may not infringe on the Sheriff's statutory rights).

<sup>12</sup> *See* A.R.S. § 11-951(1), (5), (12).

between a federal agency, like DHS or ICE, and a county agency, like PCAO, must be “authorized” by the Board. A 287(g) agreement generally, and the PCAO Agreement specifically, is subject to these provisions and needs to be approved by the Board to become “effective.”<sup>13</sup>

Fifth, the Board alone possess the “power of the purse” — *i.e.*, the power to “[e]xamine, settle and allow all accounts legally chargeable against the county...”<sup>14</sup> Likewise, the Board exercises “fiscal supervision” over all county offices, including the PCAO, under A.R.S. § 11-251(1).<sup>15</sup> By committing County-paid PCAO investigators to act as immigration enforcement officials, the PCAO Agreement clearly spends or diverts County funds without Board authorization. The Agreement also exposes the County to potential financial liability, including settlements and judgments arising from civil rights litigation under 42 U.S.C. § 1983.<sup>16</sup> Indeed, lawsuits have been brought in other jurisdictions alleging wrongful arrests, unlawful detentions, excessive force, Fourth Amendment violations, and equal protection violations stemming from 287(g) enforcement actions.<sup>17</sup> The decision to assume such financial risks rests solely with the Board.

Sixth, the PCAO Agreement is also inconsistent with Section 287(g) itself. That Statute only allows 287(g) agreements between the U.S. Attorney General and a state or “*political subdivision* of a state.”<sup>18</sup> Under state law, Pinal County is a “political subdivision” and the County Attorney, in contrast, is an “officer” of a political subdivision as established by Article 12, §§ 3, 4 of the Arizona Constitution.<sup>19</sup>

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<sup>13</sup> A.R.S. § 11-952 (F) (governing bodies must take “appropriate action” to approve an agency-to-agency contract “before any such agreement ... may ... become effective”).

<sup>14</sup> A.R.S. § 11-251(11).

<sup>15</sup> See *Sanchez*, 572 P.3d at 107 ¶ 13 (“[T]he scope of supervision exercised by a board over a sheriff ... is properly understood as relating to ‘fiscal supervision.’”).

<sup>16</sup> The County can only be held liable under Section 1983 if a plaintiff can establish that the County had an unconstitutional custom, policy, or practice which led to the constitutional violation under *Monell v. Department of Social Services*, 436 U.S. 658, 691-92 (1978); see also *Butler v. Elle*, 281 F.3d 1014, 1023 n. 8 (9th Cir. 2002) (claims brought against public employees in their official capacities are treated as claims against the County itself); *Sanchez*, 572 P.3d at 111 ¶ 36 (recognizing the County’s continuing financial responsibility for such judgments).

<sup>17</sup> See *Kachinski v. City of Taylor*, 2025 WL 2099979 (E.D. Mich. July 25, 2025) (Plaintiff filed a lawsuit alleging multiple violations of the Fourth, Fifth, and Fourteenth Amendment related to the City’s 287(g) agreement and related arrests); See also *Melendres v. Arpaio*, 989 F.Supp.2d 822, 825-27 (D. Ariz. 2013) (Plaintiffs filed a class action suit against the Maricopa County Sheriff’s Office alleging Fourth and Fourteenth Amendment Violations for allegedly using race as a factor for arrests related to a 287(g) agreement.)

<sup>18</sup> 8 U.S.C. § 1357(g) (emphasis added).

<sup>19</sup> See, e.g. A.R.S. §§ 38-431(5)-(6); 38-431.07(A); 12-2030(A) (all distinguishing between a political subdivision and officers of a political subdivision). Furthermore, a 287(g) agreement is

For these reasons, the PCAO's execution or authorization of the PCAO Agreement was an ultra vires act, which renders the Agreement void and unenforceable.

### III. Potential Consequences

By moving forward with the PCAO Agreement, the PCAO may expose itself, the Board, and its investigators to potential legal and financial ramifications.

First, the Board may take its own action against the PCAO to have the PCAO Agreement declared void, including by notifying DHS or, if necessary, bringing a civil action in Pinal County Superior Court for declaratory and injunctive relief.<sup>20</sup>

Second, the Arizona Attorney General may seek to enjoin the PCAO Agreement by filing a quo warranto action under A.R.S. § 12-2041(A). These types of actions can be brought by the Arizona Attorney General to prevent public officers from acting outside the confines of the finite authority granted to the official by the Legislature.<sup>21</sup>

Third, because the PCAO Agreement at least arguably commits county funds without authorization, the Arizona Attorney General may also bring a suit to recover or enjoin the illegal payment of public monies, and to recover improperly expended funds along with penalties, interest, and attorney fees.<sup>22</sup> The Attorney General's authority to enjoin illegal payment of public monies applies to violations of A.R.S. § 11-952 — which the PCAO Agreement violates, as discussed *supra*. The County or its taxpayers may also file suit to enjoin illegal payments of County funds.<sup>23</sup>

Fourth, the Arizona Attorney General has supervisory authority over the PCAO pursuant to A.R.S. § 41-193(A)(4) and may investigate official actions of county attorneys under A.R.S. §

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usually made between DHS and a political subdivision, which then allows a qualified "officer or employee of the State or subdivision" (like a county sheriff) to perform certain immigration duties. See 8 U.S.C. § 1357(g)(1) ("the Attorney General may enter into a written agreement with a State, or any political subdivision of a State, pursuant to which an officer or employee of the State or subdivision, who is determined by the Attorney General to be qualified to perform a function of an immigration officer... may carry out such functions... at the expense of the State or political subdivision and to the extent consistent with State and local law." (emphasis added)).

<sup>20</sup> A.R.S. §§ 11-201(A)(1) (the Board has the power to "sue"); 12-1831 (declaratory relief); 12-1801 (injunctive relief); see also *Arizona Public Integrity Alliance v. Fontes*, 250 Ariz. 58, 62, ¶ 14 (2020) (public officials may be "enjoined from acts" that are beyond their power).

<sup>21</sup> *State v. Arizona Bd of Regents*, 253 Ariz. 6, 11-12, ¶¶ 13-16 (2022).

<sup>22</sup> A.R.S. § 35-212.

<sup>23</sup> A.R.S. §§ 11-641, 11-642.

41-194.01(A). In 2024, the Arizona Attorney General used this authority to exercise oversight of the Apache County Attorney's Office for alleged misuse of public funds.<sup>24</sup>

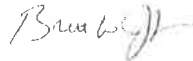
Fifth, by requiring investigators to serve as immigration officials without authorization, proper training, or experience, the PCAO Agreement also risks exposing these investigators to potential disciplinary action by the Arizona Peace Officer Standards and Training Board.<sup>25</sup>

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The PCAO is the prosecutorial arm of the County and is not a law enforcement agency, like the Sheriff. Therefore, the PCAO had no authority to enter into the PCAO Agreement on behalf of the County without the Board's approval and Sheriff's consent. For the foregoing reasons, the PCAO's actions in entering into the PCAO Agreement are unlawful.

At your direction, we will provide this analysis to the PCAO as the County Attorney requested on December 11, 2025, and also notify DHS that the Board considers the PCAO Agreement to be void. It is our understanding the PCAO will then refrain from acting under the PCAO Agreement. If there are any further questions regarding this analysis, please address them to me or Joseph Kanefield.

Sincerely,



Brett Johnson

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<sup>24</sup> See June 7, 2024 Letter from Arizona Attorney General Kris Mayes to Apache County Board of Supervisors, available at [AG Mayes Letter to Apache County BOS re Apache County Attorney June 7 2024.pdf](#).

<sup>25</sup> See A.A.C. R13-4-109(A)(8), (12).

# **EXHIBIT D**

# SNELL & WILMER

January 21, 2026

**Via Email ([brad.miller@pinal.gov](mailto:brad.miller@pinal.gov)) & U.S. Mail**

The Honorable Brad Miller  
Pima County Attorney's Office  
971 Jason Lopez Cir.  
Florence, Arizona 85132

**Re: Pinal County Attorney's Office 287(g) Agreement with Department of  
Homeland Security**

Dear County Attorney Miller:

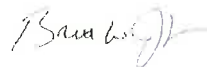
The Pinal County Board of Supervisors (the "Board") requested our legal opinion as to whether the Pinal County Attorney's Office ("PCAO") had legal authority to enter into the "287(g)" task force model agreement with the Department of Homeland Security ("DHS") on December 11, 2025, without Board approval.

Earlier today we presented our analysis to the Board in open session, which concludes that based on our review of the Arizona Revised Statutes, relevant cases and applicable federal law, only Pinal County, acting through the Board, has the legal authority to enter into a 287(g) agreement. That analysis is set forth in the attached letter to the Board dated January 21, 2026.<sup>1</sup> Consequently, the 287(g) agreement that you signed on December 11, 2025, is void.

It is our understanding that you agreed to refrain from acting under the 287(g) agreement once you were provided with legal analysis regarding your authority. Now that you have been provided with this analysis, please confirm that you will terminate the agreement and not incur any further county resources. Please respond in writing no later than January 28, 2026, acknowledging receipt of this letter and detailing the actions you will take to rescind the 287(g) agreement that you entered into on December 11, 2025.

Please let us know if you would like to discuss. Thank you for your attention to this matter.

Sincerely,



Brett W. Johnson

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<sup>1</sup> The Board voted at its January 21, 2026 meeting to waive attorney client privilege and release this letter.

# SNELL & WILMER

The Honorable Brad Miller  
January 21, 2026  
Page 2

Cc: Assistant Director for Enforcement  
Department of Homeland Security  
Immigration and Customs Enforcement  
Enforcement and Removal Operations

Hank Mueller, Chief of Investigations  
Pinal County Attorneys Office

Attachment

# **Attachment**



January 21, 2026

**ATTORNEY-CLIENT PRIVILEGED COMMUNICATION**

The Honorable Jeffrey McClure  
Pinal County Board of Supervisors  
135 N. Pinal St.  
Florence, Arizona 85132

**Re: Pinal County Attorney's Office 287(g) Agreement with Department of Homeland Security**

Dear Chairman McClure:

The Pinal County Board of Supervisors (the "Board") has requested our legal opinion as to whether the Pinal County Attorney's Office ("PCAO") has the legal authority to enter into a "287(g)" task force model agreement with the Department of Homeland Security ("DHS") without Board approval.

We understand that you plan to provide this analysis to others, so it is provided *without* attorney-client privileged protected information or advice. Regardless, we do not write this letter on behalf of or for any other entity or person other than you. Moreover, this letter is not intended to be an exhaustive discussion of all of the County Attorney's duties and responsibilities. Any other recipient of this letter should contact its or his/her own counsel to review and interpret our findings and conclusions. Your provision of this analysis to others is not intended to otherwise waive your attorney-client privilege with respect to these issues.<sup>1</sup>

Based on a review of the Arizona Revised Statutes, relevant cases and applicable federal law, we conclude that only Pinal County, acting through the Board, has the legal authority to enter into a 287(g) agreement. Put simply, the PCAO is not a "political subdivision" that can bind the County under 287(g), is not a law enforcement agency, and has no legal authority to simultaneously enforce and prosecute the law.

**I. Background**

Section 287(g) of the Immigration and Nationality Act permits the U.S. Attorney General to "enter into a written agreement with a State, or any political subdivision of a State" allowing "an officer or employee of the State or subdivision" to "perform a function of an immigration

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<sup>1</sup> Additionally, to the extent that others rely or attempt to rely on the statements in this letter in any form, including as legal advice, such reliance or attempted reliance would be unwarranted and unreasonable. This firm is not responsible for the consequences, if any, of such actions, as this letter is not legal advice to them and does not create an attorney-client relationship.

officer in relation to the investigation, apprehension, or detention of aliens in the United States...”<sup>2</sup> State or subdivision officers that perform immigration functions pursuant to a 287(g) agreement are under federal oversight by DHS and Immigration and Customs Enforcement (“ICE”).

On December 11, 2025, the PCAO informed the Board that it had entered into a 287(g) “Task Force Model” Memorandum of Agreement with DHS (the “PCAO Agreement”).<sup>3</sup> In his December 11, 2025, email to then Vice Chair McClure, the County Attorney invited the analysis contained in this letter by asserting, “[i]f the Board, or you as Chairman [sic], assume that this office lacks the authority to execute this agreement, then provide a written explanation detailing the basis for that assumption. Such explanation should cite the specific statutes or governing provisions you believe restrict or override the authority of the County Attorney in this matter. Until such justification is provided, the 287(g) agreement will remain in effect.”

Pursuant to the PCAO Agreement, DHS has purportedly delegated PCAO personnel the authority to, among other things, interrogate and “arrest without warrant” any person suspected of being “in the United States in violation of law,” while at the same time mandating that the County indemnify and otherwise be liable for those PCAO personnels’ actions while under DHS control. It appears that the PCAO intends on using ten investigators as immigration enforcement officers under the PCAO Agreement. These PCAO investigators normally assist prosecutorial activity by: (1) helping prosecutors decide whether to pursue charges and (2) gathering evidence, interviewing witnesses, and investigating defenses.

It is undisputed that the Board never approved the PCAO Agreement.

## **II. Legal Analysis**

The PCAO’s attempt to enter into a 287(g) agreement without Board approval is an illegal, ultra vires, act, for several reasons.

First, “The powers of a county shall be exercised only by the board of supervisors ...”<sup>4</sup> Relevant here, one “power” specifically granted to the County is the power to “[m]ake such contracts .... as may be necessary to the exercise of [the County’s] powers.”<sup>5</sup>

In contrast, the PCAO’s powers are limited to those powers expressly or impliedly delegated to it by the Arizona Constitution or statutes.<sup>6</sup> The powers specifically granted to the

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<sup>2</sup> 8 U.S.C. § 1357(g).

<sup>3</sup> The PCAO Agreement is available at

[https://www.ice.gov/doclib/287gMOA/PinalCountyAOAZ\\_TFM\\_MOA\\_08282025.pdf](https://www.ice.gov/doclib/287gMOA/PinalCountyAOAZ_TFM_MOA_08282025.pdf)

<sup>4</sup> A.R.S. § 11-201(A).

<sup>5</sup> A.R.S. § 11-201(A)(3).

<sup>6</sup> See *Associated Dairy Prods. Co. v. Page*, 68 Ariz. 393, 395-69 (1949); see also *Boruch v. State ex rel. Halikowski*, 242 Ariz. 611, 618 ¶ 22 (App. 2017); *Petersen v. S. Ariz. Bank & Trust Co.*, 54

County Attorney in A.R.S. § 11-532 do *not* include the power to enter into contracts on behalf of the County. The PCAO also cannot rely on its general authority to prosecute crimes or protect the public to enter into a 287(g) contract without the Board’s approval. Such an action is unsupported by statute and is an impermissible expansion of the PCAO’s limited authority.<sup>7</sup>

Second, nothing in A.R.S. § 11-532 grants the PCAO authority to perform the *enforcement* functions contemplated by the PCAO Agreement (*i.e.* interrogations, warrantless arrests, and execution of warrants). By granting PCAO certain enforcement authority, the PCAO Agreement creates a situation where the PCAO acts as both the officer charged with enforcing the law *and* the prosecutor tasked with deciding whether to bring charges. This is inconsistent with the traditional separation of enforcement and prosecution, potentially eviscerates prosecutorial immunity,<sup>8</sup> and impairs prosecutorial discretion.<sup>9</sup> The PCAO Agreement is also impractical. PCAO investigators are simply not equipped to make arrests.<sup>10</sup> Rather, the protocol has always been to ask the Sheriff for assistance when such arrests need to be made.

Third, and relatedly, only the Sheriff has authority to “preserve the peace” and “arrest . . . all persons who attempt to commit or who have committed a public offense” under A.R.S. § 11-441. Even if the Board *had* approved the PCAO Agreement (which it did not), the Agreement may *still* violate A.R.S. § 11-441 by attempting to assign the Sheriff’s powers to the PCAO.<sup>11</sup>

Fourth, A.R.S. § 11-952 governs intergovernmental agreements or contracts between county and federal “public agencies.”<sup>12</sup> Under A.R.S. § 11-952(A), (F), any agreement or contract

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Ariz. 506, 514, 518 (1939) (government officials may only act pursuant to their “statutory authority”); *see also* Ariz. Const. art. 12, § 4 (stating that “[t]he duties, powers, and qualifications” of county officers “shall be as prescribed by law”).

<sup>7</sup> *See Roberts v. State*, 253 Ariz. 259, ¶ 20 (2022) (courts will not “read into a statute something which is not within the manifest intention of the legislature as gathered from the statute itself,” nor will they “inflate, expand, stretch or extend a statute to matters not falling within its expressed provisions” (quoting *City of Phoenix v. Donofrio*, 99 Ariz. 130, 133 (1965))).

<sup>8</sup> *See State v. Superior Court*, 186 Ariz. 294, 297 (App. 1996) (“Prosecutors are generally immune from civil liability for actions taken in their official capacities” but “a prosecutor’s conduct while acting as an administrator or investigative officer . . . does not enjoy absolute immunity.”).

<sup>9</sup> *See State v. Murphy*, 113 Ariz. 416, 418 (1976) (“The duty and discretion to conduct prosecutions for public offenses rests with the county attorney.”); American Bar Association, *Criminal Justice Standards for the Prosecution Function* § 3-3.2(a) (4th ed. 2017) (“The prosecutor should maintain respectful yet independent judgment when interacting with law enforcement personnel.”).

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<sup>11</sup> *See Sanchez v. Maricopa County*, 572 P.3d 101, 106 ¶ 11 (2025) (even the Board may not infringe on the Sheriff’s statutory rights).

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between a federal agency, like DHS or ICE, and a county agency, like PCAO, must be “authorized” by the Board. A 287(g) agreement generally, and the PCAO Agreement specifically, is subject to these provisions and needs to be approved by the Board to become “effective.”<sup>13</sup>

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<sup>13</sup> A.R.S. § 11-952 (F) (governing bodies must take “appropriate action” to approve an agency-to-agency contract “before any such agreement ... may ... become effective”).

<sup>14</sup> A.R.S. § 11-251(11).

<sup>15</sup> See *Sanchez*, 572 P.3d at 107 ¶ 13 (“[T]he scope of supervision exercised by a board over a sheriff ... is properly understood as relating to ‘fiscal supervision.’”).

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<sup>17</sup> See *Kachinski v. City of Taylor*, 2025 WL 2099979 (E.D. Mich. July 25, 2025) (Plaintiff filed a lawsuit alleging multiple violations of the Fourth, Fifth, and Fourteenth Amendment related to the City’s 287(g) agreement and related arrests); See also *Melendres v. Arpaio*, 989 F.Supp.2d 822, 825-27 (D. Ariz. 2013) (Plaintiffs filed a class action suit against the Maricopa County Sheriff’s Office alleging Fourth and Fourteenth Amendment Violations for allegedly using race as a factor for arrests related to a 287(g) agreement.)

<sup>18</sup> 8 U.S.C. § 1357(g) (emphasis added).

<sup>19</sup> See, e.g. A.R.S. §§ 38-431(5)-(6); 38-431.07(A); 12-2030(A) (all distinguishing between a political subdivision and officers of a political subdivision). Furthermore, a 287(g) agreement is

For these reasons, the PCAO's execution or authorization of the PCAO Agreement was an ultra vires act, which renders the Agreement void and unenforceable.

**III. Potential Consequences**

By moving forward with the PCAO Agreement, the PCAO may expose itself, the Board, and its investigators to potential legal and financial ramifications.

First, the Board may take its own action against the PCAO to have the PCAO Agreement declared void, including by notifying DHS or, if necessary, bringing a civil action in Pinal County Superior Court for declaratory and injunctive relief.<sup>20</sup>

Second, the Arizona Attorney General may seek to enjoin the PCAO Agreement by filing a quo warranto action under A.R.S. § 12-2041(A). These types of actions can be brought by the Arizona Attorney General to prevent public officers from acting outside the confines of the finite authority granted to the official by the Legislature.<sup>21</sup>

Third, because the PCAO Agreement at least arguably commits county funds without authorization, the Arizona Attorney General may also bring a suit to recover or enjoin the illegal payment of public monies, and to recover improperly expended funds along with penalties, interest, and attorney fees.<sup>22</sup> The Attorney General's authority to enjoin illegal payment of public monies applies to violations of A.R.S. § 11-952 — which the PCAO Agreement violates, as discussed *supra*. The County or its taxpayers may also file suit to enjoin illegal payments of County funds.<sup>23</sup>

Fourth, the Arizona Attorney General has supervisory authority over the PCAO pursuant to A.R.S. § 41-193(A)(4) and may investigate official actions of county attorneys under A.R.S. §

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usually made between DHS and a political subdivision, which then allows a qualified “officer or employee of the State or subdivision” (like a county sheriff) to perform certain immigration duties. See 8 U.S.C. § 1357(g)(1) (“the Attorney General may enter into a written agreement with a State, or any political subdivision of a State, pursuant to which an officer or employee of the State or subdivision, who is determined by the Attorney General to be qualified to perform a function of an immigration officer... may carry out such functions... at the expense of the State or political subdivision and to the extent consistent with State and local law.” (emphasis added)).

<sup>20</sup> A.R.S. §§ 11-201(A)(1) (the Board has the power to “sue”); 12-1831 (declaratory relief); 12-1801 (injunctive relief); see also *Arizona Public Integrity Alliance v. Fontes*, 250 Ariz. 58, 62, ¶ 14 (2020) (public officials may be “enjoined from acts” that are beyond their power).

<sup>21</sup> *State v. Arizona Bd of Regents*, 253 Ariz. 6, 11-12, ¶¶ 13-16 (2022).

<sup>22</sup> A.R.S. § 35-212.

<sup>23</sup> A.R.S. §§ 11-641, 11-642.

41-194.01(A). In 2024, the Arizona Attorney General used this authority to exercise oversight of the Apache County Attorney's Office for alleged misuse of public funds.<sup>24</sup>

Fifth, by requiring investigators to serve as immigration officials without authorization, proper training, or experience, the PCAO Agreement also risks exposing these investigators to potential disciplinary action by the Arizona Peace Officer Standards and Training Board.<sup>25</sup>

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The PCAO is the prosecutorial arm of the County and is not a law enforcement agency, like the Sheriff. Therefore, the PCAO had no authority to enter into the PCAO Agreement on behalf of the County without the Board's approval and Sheriff's consent. For the foregoing reasons, the PCAO's actions in entering into the PCAO Agreement are unlawful.

At your direction, we will provide this analysis to the PCAO as the County Attorney requested on December 11, 2025, and also notify DHS that the Board considers the PCAO Agreement to be void. It is our understanding the PCAO will then refrain from acting under the PCAO Agreement. If there are any further questions regarding this analysis, please address them to me or Joseph Kanefield.

Sincerely,



Brett Johnson

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<sup>24</sup> See June 7, 2024 Letter from Arizona Attorney General Kris Mayes to Apache County Board of Supervisors, available at [AG Mayes Letter to Apache County BOS re Apache County Attorney June 7 2024.pdf](#).

<sup>25</sup> See A.A.C. R13-4-109(A)(8), (12).

# **EXHIBIT E**



OFFICE OF THE PINAL COUNTY ATTORNEY  
BRAD MILLER  
COUNTY ATTORNEY

January 27, 2026

Sent via Email

bwjohnson@swlaw.com

Brett Johnson

To: Brett Johnson

Re: Section 287(g) Memorandum of Agreement with U.S. Department of Homeland Security

Dear Mr. Johnson,

I received your letter dated January 21, 2026. I respectfully disagree with your legal analysis, as well as your conclusion that my office's Section 287(g) Memorandum of Agreement ("Agreement") with the U.S. Department of Homeland Security ("DHS") "is void."

You may be interested to learn that on July 31, 2025 — before I executed the Agreement on December 11, 2025—I asked the Pinal County Board of Supervisors (the "Board") for an opportunity to present information regarding the Agreement at a Board meeting. County Management refused to place the item on an agenda or provide me with an opportunity to present information relating to the Agreement.

Since you appear to be acting as the Board's legal advisor in my place, *see* A.R.S. § 11-532(A)(9), please convey to the Board that I remain willing to discuss the Agreement with them in open session. I would be happy to engage in a productive dialogue to explain how my office has implemented and complied with the terms of the Agreement in cooperation with DHS to keep our community safe and discharge my statutory duties under Arizona law.

To be clear, I have no intention of terminating the Section 287(g) Agreement with DHS.

Sincerely,

Brad Miller  
Pinal County Attorney