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FILED PINAL COUNTY
SUPERIOR COURT
REBECCA PADILLA

FEB - 9 2026

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF PINAL

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

Plaintiffs,

v.

BRAD MILLER, in his official capacity as Pinal County Attorney

No. CV2026000525

APPLICATION FOR ORDER TO SHOW CAUSE

AND

MOTION FOR TEMPORARY RESTRAINING ORDER

JOSEPH R. GEORGINI

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Pursuant to Rules 7.3(a) and 65(a), Arizona Rules of Civil Procedure, and Rule 7(c), Arizona Rules of Procedures for Special Actions, Plaintiffs[1] ("Pinal County" or the "County"): (1) apply for an order to show cause why the relief sought in the County's *Verified Complaint for Special Action Relief*, should not be granted and (2) move for a temporary restraining order ("TRO"). This Application is supported by the following memorandum of points and authorities.

INTRODUCTION

> "To assert the high prerogative of the state in this behalf by one of its officers without lawful authority so to do would, undoubtedly, cause strife, promote discord and grave legal complications out of which would grow confusion, a multiplicity of lawsuits, and contentions seriously embarrassing the due administration of the several departments of the state government, and unnecessary and illegal expense incurred. Such conditions cannot be encouraged to arise even to gratify political ambitions, for ambition should be made of sterner stuff. We are not concerned with the ambitions of men, but only with the reason and justice of the law."

State v. Osborne, 14 Ariz. 185, 209 (1912).

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

Without Board approval, the County Attorney has entered into a 287(g) Task Force Model Memorandum of Agreement (the "PCAO Agreement") with the Department of Homeland Security ("DHS"). This Agreement purports to authorize certain investigators with the Pinal County Attorney's Office ("PCAO") to serve as *de facto* Immigration and Customs Enforcement ("ICE") officers under the purview of DHS, with the power to "arrest without warrant" any person these investigators suspect of being in the United States

[1] Pinal County, Pinal County Board of Supervisors, Supervisors Rich Vitiello, Mike Goodman, Stephen Q. Miller, Jeffrey McClure, Jeff Serdy, and Pinal County Sheriff Ross Teeple.

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illegally. The PCAO Agreement also purportedly makes the County liable for any "incidents" that may occur while PCAO investigators are serving as *de facto* ICE agents and purportedly requires the County to compensate these investigators for any "enforcement" actions, trainings, or other tasks they undertake in their role with DHS.

The County Attorney lacks any authority to unilaterally authorize the PCAO Agreement. Only the County Board of Supervisors — and *not* the County Attorney or the PCAO — holds the power to: (1) enter into contracts on behalf of the County and (2) spend, obligate, or otherwise encumber County funds. A.R.S. §§ 11-201(A)(3), 11-251(1), (11). And only the County Sheriff — and *not* the County Attorney or the PCAO — has the power to "preserve the peace" and to "arrest … all persons who attempt to commit or who have committed a public offense." A.R.S. § 11-441(A)(1)-(2). The PCAO Agreement is also plainly invalid because it has not been authorized in accordance with A.R.S. § 11-952 and because 8 U.S.C. § 1357(g) — the provision of federal law authorizing 287(g) agreements — only permits DHS to enter into 287(g) agreements with "political subdivisions" *not* government officers.

The Board has made these deficiencies clear to the County Attorney. Still, the County Attorney — without providing any legal analysis on the issue — recently informed the Board that he has "no intention terminating the Section 287(g) Agreement with DHS." Because the County Attorney has illegally directed County personnel or spent County resources to effectuate the PCAO Agreement, the County accordingly requests that this Court issue an Order to Show Cause why the Court should not issue special action relief and a TRO barring the County Attorney from taking any additional steps to implement the PCAO Agreement.

FACTUAL BACKGROUND

I. Background of 287(g) Agreements.

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

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in relation to the investigation, apprehension, or detention of aliens in the United States…" 8 U.S.C. § 1357(g); *see also* 6 U.S.C §§ 251, 552(d) (granting this authority to DHS). There are several types of 287(g) agreement models. Ver. Compl. ¶ 24. Relevant here, the "Task Force Model" permits "law enforcement agencies to enforce limited immigration authority with ICE oversight during their routine police duties." *Id.* at ¶ 25. 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.* at ¶ 26.

The Board has long authorized the County Sheriff to enter into 287(g) "Jail Enforcement Model" agreements with DHS. *Id.* at ¶¶ 28-30. It was appropriate for the Board to authorize the Sheriff to enter into these agreements because — unlike the County Attorney or PCAO — the Sheriff is responsible for enforcing the law in Pinal County. *Id.* at ¶ 29. Moreover, under the "Jail Enforcement Model," the Sheriff's role as a *de facto* immigration officer is largely limited to checking the immigration or citizenship status of aliens that have already been arrested for some other crime. *Id.* at ¶ 30. These agreements do not require large scale re-orientation of County or Sheriff resources. *Id.*

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

II. Without Approval, the County Attorney Signs the PCAO Agreement.

Despite this, on or around August 14, 2025, the County Attorney without any authorization signed the PCAO Agreement, which is a "Task Force Model" 287(g) agreement. *Id.* at ¶ 32. DHS countersigned on or around August 28, 2025. *Id.*

Several provisions of the PCAO Agreement are relevant here:

- Section III states that PCAO personnel will be under the "direction and supervision" of ICE during any "immigration enforcement functions." *Id.* at ¶ 34.

- Section V designates certain "authorized functions" to the PCAO. These designated functions include, among other things, the power to: (1) "interrogate any alien or person

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> believed to be an alien as to his right to be or remain in the United States … and to process for immigration violations those individuals who have been arrested for State or Federal criminal offenses; (2) "arrest without 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 …"; (3) "arrest without warrant for felonies which have been committed and which are cognizable under any law of the United States any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens…."; (4) "serve and execute warrants for arrest for immigration violations…"; (5) "take and maintain custody of aliens arrested by ICE, or another State or local law enforcement agency on behalf of ICE;" and (6) "transport … aliens" arrested pursuant to immigration laws "to ICE-approved detention facilities. *Id.* at ¶ 35.
>
> - Section X states that "[PCAO] personnel will carry out designated functions at the [PCAO's] expense, including salaries and benefits, local transportation, and official issue material." *Id.* at ¶ 36. The PCAO is also responsible for "salaries and benefits, including any overtime, of all its personnel being trained or performing duties under [the PCAO Agreement] and of those personnel performing the regular functions of the participating [PCAO] personnel while they are receiving training." *Id.* And the PCAO is "responsible for providing all administrative supplies … necessary for normal office operations" as well as "necessary security equipment, such as handcuffs, leg restraints, etc." *Id.*
>
> - Section XIV states that "the [PCAO] will be responsible and bear the costs of participating [PCAO] personnel regarding their property or personal expenses incurred by reason of death, injury, or incidents giving rise to liability." *Id.* at ¶ 37.

The County Attorney intends to direct ten of its investigators to serve as *de facto* ICE agents under the PCAO Agreement. *Id.* at ¶ 38. These investigators typically assist prosecutorial activity by: (1) helping prosecutors decide whether to pursue charges and (2) gathering evidence, interviewing witnesses, and investigating defenses. *Id.*

III. The County Attorney Ignores the Board's Instruction to Terminate the PCAO Agreement.

Nearly two months after signing it, the County Attorney sent the Board an email on December 11, 2025, disclosing, for the first time, that he had "entered into" the PCAO Agreement. *Id.* at ¶ 39. In this December 11 email, the County Attorney asserted that he had the "ultimate authority to enter into" the PCAO Agreement because the law vested his office with prosecutorial and public safety responsibilities. *Id.* at ¶ 51. The County Attorney further asserted that if the Board "assume[s] that this office lacks the authority to execute this agreement, then provide a written explanation detailing the basis for that assumption." *Id.* at ¶ 40.

The Board provided such a "written explanation" to the County Attorney in a letter dated January 21, 2026. *Id.* at ¶¶ 41-43. This letter explained that the County Attorney's "attempt to enter into a 287(g) agreement without Board approval is an illegal, ultra vires, act, for several reasons" including: (1) the County Attorney lacked any statutory authority to enter into contracts, commit County funds, or "enforce" laws (as opposed to prosecute them); (2) the PCAO Agreement was an intergovernmental agreement subject to A.R.S. § 11-952 and therefore needed Board authorization to be "effective" and (3) the PCAO Agreement is invalid under 8 U.S.C. § 1357(g) because the County Attorney is not a "political subdivision" authorized to enter into a 287(g) agreement with DHS. *Id.* at ¶ 7, Ex. D. Based on this analysis, the Board asked the County Attorney to "confirm" that he would "terminate the agreement" and not devote "any further county resources" to the PCAO Agreement. *Id.* at ¶ 44.

The County Attorney responded to Board counsel on January 27, 2026. *Id.* at ¶ 45. In that correspondence, without citing any legal authority, the County Attorney stated he "disagree[d] with [the Board's] legal analysis" and its conclusion that the PCAO Agreement is void. *Id.* at ¶ 53. The County Attorney further stated that he has "no intention of terminating the Section 287(g) Agreement with DHS." *Id.* at ¶ 45.

This action followed.

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ARGUMENT

In special actions, courts may "order or prohibit specified action by the defendant." Ariz. R. P. Spec. Actions 10(a)(3). This relief is appropriate where an "officer" has "proceeded, or [is] threatening to proceed, without, or in excess of, jurisdiction or legal authority." Ariz. R. P. Spec. Actions 4(b).

This Application also seeks a TRO. "The legal standards applicable to TROs and preliminary injunctions are substantially identical." *Babaria v. Blinken*, 87 F4th 963, 976 (9th Cir. 2023) (citation modified and quotation omitted).[2] In evaluating a TRO, courts consider: (1) the likelihood that the movant will succeed at trial on the merits, (2) the possibility of irreparable injury to the movant not remediable by damages if the requested relief is not granted, (3) whether the balance of hardships favors the movant, and (4) whether public policy favors an injunction. *See Smith v. Ariz. Citizens Clean Elections Comm'n*, 212 Ariz. 407, 410-11 ¶ 10 (2006); *Shoen v. Shoen*, 167 Ariz. 58, 63 (App. 1990). These factors are decided on a sliding scale: a movant is entitled to injunctive relief if it establishes "either 1) probable success on the merits and the possibility of irreparable injury; or 2) the presence of serious questions and the balance of hardships tip sharply in his favor." *Shoen*, 167 Ariz. at 63 (citation modified).

But when, as here, a government official "has acted unlawfully and exceeded his constitutional and statutory authority, [the movant] ***need not*** satisfy the standard for injunctive relief." *Ariz. Pub. Integrity All. v. Fontes*, 250 Ariz. 58, 64 ¶ 26 (2020) (emphasis added) (hereinafter "*AZPIA*"). Rather, once the movant establishes the likelihood of prevailing on the merits, the movant "need show neither irreparable injury nor a balance of hardship in his favor." *Id.* (quotations omitted).

Here, special action relief and a TRO is appropriate and necessary because (1) the County Attorney has acted outside his limited scope of authority by entering into and taking

[2] Arizona courts afford "great weight" to federal courts' interpretation of federal rules of procedure that are substantially similar to their Arizona equivalents. *DeLong v. Merrill*, 233 Ariz. 163, 166 ¶ 10 (App. 2013); *Bayham v. Funk*, 3 Ariz.App. 220, 221 (1966) (federal interpretation of FRCP 65 is "persuasive" when interpreting ARCP 65).

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steps to implement the PCAO Agreement and (2) the County Attorney's actions have caused the County to suffer irreparable damage and have harmed the public interest.

I. The County Attorney's Attempt to Enter into the PCAO Agreement is an Ultra Vires and Illegal Act.

The County Attorney's powers are limited to those powers expressly or impliedly delegated to it by the Arizona Constitution or statutes. *See* Ariz. Const. art. XII, § 4; *Assoc. Dairy Prods. Co v. Page*, 68 Ariz. 393, 395-96 (1949); *Petersen*, 54 Ariz. at 514, 518; *Boruch v. State ex rel. Halikowski*, 242 Ariz. 611, 618 ¶ 22 (App. 2017) ("[U]nlawful conduct occurs when a public officer exceeds his or her authority …"). Here, the County Attorney's attempt to sign the PCAO Agreement without Board approval has exceeded the scope of his limited authority, and is an ultra vires and illegal act, for at least five reasons:

First, A.R.S. § 11-201(A)(3) grants the Board the power to "[m]ake such contracts … as may be necessary to the exercise of [the County's] powers." A.R.S. § 11-201(A)(3). In contrast, the specific statutory powers granted to the County Attorney in A.R.S. § 11-532 do *not* include the power to enter into contracts on behalf of the County. As a 287(g) agreement is a "contract" that is "necessary to the exercise of [the County's] powers," the Board is the *only* entity that can approve the PCAO Agreement.

Second, only the Board has the authority to spend, obligate, or encumber County funds. *Compare* A.R.S. § 11-251(1) (Board may exercise "fiscal supervision" over all county officers) *and* A.R.S. § 11-251 (11) (Board has the power to "[e]xamine, settle and allow all accounts legally chargeable against the county") *with* A.R.S. § 11-532. The PCAO Agreement spends or obligates County funds without authorization in several ways: (1) by requiring County employees to devote time that would otherwise be spent on County matters to immigration enforcement; (2) by requiring the County to provide supplies for immigration-related enforcement activities; and (3) by making the County potentially liable for "expenses incurred by reason of death, injury, or [other] incidents" occurring under the Agreement, including settlements and judgments arising from civil rights litigation under 42 U.S.C. § 1983. Ver. Compl. ¶¶ 36-37; *see also id.* at ¶ 27 (explaining that it is "common

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for lawsuits to be filed against government entities based on alleged constitutional violations stemming from 287(g) enforcement actions.").

Third, the PCAO Agreement purports to "authorize" PCAO investigators to perform various enforcement actions, including making arrests, interrogating witnesses, and executing warrants. But the County Sheriff has exclusive authority to "preserve the peace" and "arrest … all persons who attempt to commit or who have committed a public offense." A.R.S. § 11-441(A)(1), (2). For this reason, the PCAO Agreement might be invalid even if it had been approved by the Board (which it was not). *See Sanchez v. Maricopa Cty.*, 572 P.3d 101, 106 ¶ 11 (2025) (even the Board may not infringe on the Sheriff's statutory rights).

Many problems would arise if the PCAO or County Attorney had enforcement authority. Allowing the County's prosecutorial arm to exercise enforcement authority would shatter the traditional separation of enforcement and prosecution and potentially eliminate prosecutorial immunity. *See e.g. 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."). Moreover, PCAO investigators simply do not have the equipment to serve as *de facto* ICE agents; this is why the PCAO traditionally asks the County Sheriff for assistance whenever it believes that an arrest must be made. Ver. Compl. ¶ 63.

Fourth, A.R.S. § 11-952 governs intergovernmental agreements or contracts between county and federal "public agencies." A.R.S. § 11-951(1), (5), (12). Under A.R.S. § 11-952(A), (F), any agreement or contract between a federal agency (like DHS or ICE) and a county agency (like the PCAO), must be "authorized" by the Board. The PCAO Agreement is subject to these provisions and therefore needs to be approved by the Board to become "effective." 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"). As the PCAO Agreement has not been authorized by the Board, it is, as a matter

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of law, not "effective."

Fifth, 8 U.S.C. § 1357(g) only permits DHS to enter into a 287(g) agreement with a "political subdivision" of the state. Under state law, Pinal County is a "political subdivision" of the State of Arizona while the County Attorney is an "officer" of that political subdivision. *See e.g.* Ariz. Const. art. XII § 3 ("There are hereby created in and for each organized county of the state the following officers … a county attorney …"); *see also 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). So, the PCAO Agreement is not even proper under Section 287(g)'s enacting legislation.

***

For all these reasons, the County Attorney's purported execution of the PCAO Agreement was an ultra vires, illegal, act. The PCAO Agreement is void and unenforceable, and any actions the County Attorney takes to implement that Agreement are outside of his legal authority.

II. The County Will Suffer Irreparable Harm Absent Injunctive Relief.

Because the County Attorney is threatening to act unlawfully and without constitutional or statutory authority, Pinal County need not show irreparable harm in order to receive a TRO. *See AZPIA*, 250 Ariz. at 64 ¶ 26. Regardless, the County Attorney's decision to enter into the PCAO Agreement without Board authority infringes and usurps the Board's statutory powers to approve contracts and control County finances under A.R.S. § 11-201(A)(3), 251(1), (11). These harms are not remediable by monetary damages. *See Biggs v. Cooper ex rel. Cty of Maricopa*, 236 Ariz. 415, 418 ¶ 9 (2014) ("[T]he legislature as a body suffers a direct institutional injury … when an invalid gubernatorial veto improperly overrides a validly enacted law."); *Forty-Seventh Legislature v. Napolitano*, 213 Ariz. 482, 487 ¶ 15 (2006) (holding that a governmental body suffers "direct injury to its authority" when a separate body illegally attempts to abrogate or nullify its actions); *see generally Shoen*, 167 Ariz. at 63 (explaining that "irreparable" injuries are those harms that are "not remediable by damages").

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III. Equitable and Public Policy Considerations Support Injunctive Relief.

Likewise, because the County Attorney's threatened enforcement or implementation of the PCAO Agreement "does not comply with Arizona law, public policy and the public interest are served by enjoining his unlawful action." *AZPIA*, 250 Ariz. at 64 ¶ 27.

CONCLUSION

The law does not bend to the "political ambitions" of county officers. *Osborne*, 14 Ariz. at 209. The decision to enter into a 287(g) agreement is firmly within the authority of the Board, *not* the County Attorney. And the County Attorney has no authority to enforce or implement an agreement that is void as a matter of law. Although entering into the PCAO Agreement without informing the Board or obtaining its approval may gratify the political ambitions of the County Attorney, doing so does damage to the rule of law and orderly government. As the Arizona Supreme Court aptly stated in *State v. Osborn* at the dawn of Arizona's statehood, the political ambitions of men "should be made of sterner stuff." *Id.* This Court should therefore issue an Order to Show Cause and TRO and require the County Attorney to explain why he should not be further enjoined from implementing the PCAO Agreement.

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DATED this 9th day of February, 2026

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