



MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
EXECUTIVE OFFICE

Rachelle Lumpp
Deputy Public Information
Officer

June 11, 2021

Josh Bendor
Jbendor@omlaw.com

RE: **PRR-2021-2200-222**

Dear Mr. Bendor:

Thank you for contacting the Arizona Attorney General's Office ("AGO"). This letter serves as the response to your public records request dated March 18, 2021

Original Request:

See attached.

Response:

The responsive records are attached. The redactions were provided by DHS consistent with their redaction policies pursuant to the Freedom of Information Act.

Please feel free to reach out should you have any questions regarding the records.

Sincerely,

Rachelle Lumpp

Deputy Public Information Officer

Roysden, Beau

From: (b)(6)
Sent: Wednesday, December 23, 2020 2:42 PM
To: Roysden, Beau
Cc: Kanefield, Joe; Kredit, Joshua
Subject: RE: Agency Contact Info
Attachments: DHS - States and Localities (AZ).docx

Importance: High

Thank you very much, Sir. It was great to speak with you. An honor to collaborate with you and the Attorney General on this important matter.

Please find enclosed the draft MOU.

Respectfully yours,

(b)(6)
Deputy General Counsel
U.S. Department of Homeland Security

(b)(6)

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This communication and any attachments may contain confidential and/or sensitive attorney/client privileged information or attorney work product and/or law enforcement sensitive information. It is not for release, review, retransmission, dissemination, or use by anyone other than the intended recipient. Please notify the sender if this email has been misdirected and immediately destroy all originals and copies. Furthermore, do not print, copy, re-transmit, disseminate, or otherwise use this information. Any disclosure of this communication or its attachments must be approved by the Office of the General Counsel, U.S. Department of Homeland Security. This document is for INTERNAL GOVERNMENT USE ONLY and may be exempt from disclosure under the Freedom of Information Act, 5 U.S.C. 55 552(b)(5), (b)(7).

From: Roysden, Beau
Sent: Wednesday, December 23, 2020 3:57 PM
To: (b)(6)
Cc: Kanefield, Joe ; Kredit, Joshua
Subject: Agency Contact Info

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact your component SOC with questions or concerns.

Dear (b)(6)

The official name of our agency is: the Arizona Attorney General's Office and the Arizona Department of Law

Point of Contact: Joseph A. Kanefield, Chief Deputy Attorney General

Mailing Address: 2005 N. Central Ave., Phoenix AZ 85004

Sincerely,
Beau Roysden
Solicitor General
Arizona Attorney General's Office

**AGREEMENT BETWEEN THE DEPARTMENT OF HOMELAND SECURITY AND
THE ARIZONA ATTORNEY GENERAL'S OFFICE AND THE ARIZONA
DEPARTMENT OF LAW**

The parties to this Sanctuary for Americans First Enactment (SAFE) Agreement (Agreement) are on the one hand:

- (1) The Department of Homeland Security,
- (2) U.S. Customs and Border Protection (CBP),
- (3) U.S. Immigration and Customs Enforcement (ICE), and
- (4) U.S. Citizenship and Immigration Services (USCIS);¹

and on the other hand:

- (5) the Arizona Attorney General's Office and the Arizona Department of Law (Agency).

I. AUTHORITY

The authorities governing this Agreement include, but are not limited to:

- (1) Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359, as amended.
- (2) Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. No. 104-208, 110 Stat. 3009, as amended.
- (3) Privacy Act, 5 U.S.C. Section 552a, as amended.
- (4) The Inter-Governmental Cooperation Act, 31 U.S.C. Section 6501, *et seq.* as amended.
- (5) Homeland Security Act of 2002, 116 Stat. 2135, 6 U.S.C. Section 101, *et seq.* as amended.
- (6) Immigration and Nationality Act, 8 U.S.C. Section 1101, *et seq.* as amended.

II. PURPOSE AND COMMITMENT

DHS recognizes that Agency, like other States and municipalities, is directly and concretely affected by changes to DHS rules and policies that have the effect of easing, relaxing, or limiting immigration enforcement. Such changes can negatively impact Agency's law enforcement, housing, medical, education, employment, commerce, and healthcare needs and budgets, as well as its other important health, safety, and pecuniary interests. The harm to Agency is particularly

¹ The Department of Homeland Security, CBP, ICE, and USCIS are collectively referred to in this Agreement as "DHS." The Department of Homeland Security, CBP, ICE, and USCIS enter into this Agreement individually and collectively, such that termination or removal of one or more of those parties (whether by law or contract) (including the Department of Homeland Security) does not terminate this Agreement as to any other parties.

acute where Agency's budget has been set months or years in advance and it has no time to adjust its budget to respond to DHS policy changes. Specifically, DHS recognizes that the following actions result in direct and concrete injuries to Agency, including increasing the rate of crime, consumption of public benefits and services, strain upon the healthcare system, and harm to the environment, as well as increased economic competition with Agency's current residents for, among other things, employment, housing, goods and services:

- (1) a decrease of any immigration enforcement priorities;
- (2) a voluntary reduction in the number of DHS agents performing immigration enforcement functions;
- (3) a decrease or pause on returns or removals of removable or inadmissible aliens;
- (4) a decrease or pause on apprehensions or administrative arrests;
- (5) relaxation of the standards for granting relief from return or removal, such as asylum;
- (6) an increase in releases from detention;
- (7) a relaxation of the standards for granting release from detention;
- (8) changes to immigration benefits or eligibility, including work authorization, discretionary actions, or discretionary decisions; and
- (9) rules, policies, procedures, and decisions that could result in significant increases to the number of people residing in a community.

At the same time, Agency recognizes that DHS relies on cooperation with Agency and information shared by Agency to carry out DHS's immigration enforcement functions. Any decrease in a State's or municipality's cooperation or information sharing with DHS can result in a decrease in immigration enforcement.

To that end, this Agreement establishes a binding and enforceable commitment between DHS and Agency, in which Agency will provide information and assistance to help DHS perform its border security, legal immigration, immigration enforcement, and national security missions in exchange for DHS's commitment to consult Agency and consider its views before taking any action, adopting or modifying a policy or procedure, or making any decision that could:

- (1) reduce, redirect, reprioritize, relax, or in any way modify immigration enforcement;
- (2) decrease the number of ICE agents performing immigration enforcement duties;
- (3) pause or decrease the number of returns or removals of removable or inadmissible aliens from the country;
- (4) increase or decline to decrease the number of lawful, removable, or inadmissible aliens;
- (5) increase or decline to decrease the number of releases from detention;
- (6) relax the standards for granting relief from return or removal, such as asylum;
- (7) relax the standards for granting release from detention;

- (8) relax the standards for, or otherwise decrease the number of, apprehensions or administrative arrests;
- (9) increase, expand, extend, or in any other way change the quantity and quality of immigration benefits or eligibility for other discretionary actions for aliens; or
- (10) otherwise negatively impact Agency.

In case of doubt, DHS will err on the side of consulting with Agency.

III. RESPONSIBILITIES

A. DHS agrees to:

- (1) Utilize its immigration authorities, to the maximum extent possible, to prioritize the protection of the United States and its existing communities. This includes:
 - a. enforcing the immigration laws of the United States to prohibit the entry into, and promote the return or removal from, the United States of inadmissible and removable aliens;
 - b. enforcing the immigration laws of the United States to prioritize detention over release of inadmissible and removable aliens;
 - c. enforcing the immigration laws of the United States to apprehend and administratively arrest inadmissible and removable aliens;
 - d. eliminating incentives and so-called "pull factors" for illegal immigration;
 - e. limiting eligibility for asylum and other relief from detention, return, or removal to the statutory criteria; and
 - f. refusing asylum and other relief from detention, return, or removal for those aliens who pose a danger to the United States, whether due to prior criminal history, the security of the United States, health, or some other bar.
- (2) Consult with Agency before taking any action or making any decision that could reduce immigration enforcement, increase the number of illegal aliens in the United States, or increase immigration benefits or eligibility for benefits for removable or inadmissible aliens. This includes policies, practices, or procedures which have as their purpose or effect:
 - a. reducing, redirecting, reprioritizing, relaxing, lessening, eliminating, or in any way modifying immigration enforcement;
 - b. decreasing the number of ICE agents within Agency's territorial jurisdiction performing immigration enforcement duties;
 - c. pausing or decreasing the number of returns or removals of removable or inadmissible aliens from the country;
 - d. decreasing the number of or criteria for detention of removable or inadmissible aliens from the country;
 - e. decreasing or pausing apprehensions or administrative arrests;

- f. increasing or declining to decrease the number of lawful, removable, or inadmissible aliens residing in the United States;
 - g. increasing, expanding, extending, or in any way changing the quantity or quality of immigration benefits or eligibility for these benefits or other discretionary actions for aliens; or
 - h. otherwise negatively impacting Agency.
- (3) Provide Agency with 180 days' written notice (in the manner provided for in Sections IV of this Agreement) of the proposed action and an opportunity to consult and comment on the proposed action, before taking any such action listed above.
- (4) Consider Agency's input and provide a detailed written explanation of the reasoning behind any decision to reject Agency's input before taking any action listed in Section III.A.2.
- (5) Err on the side of consulting with Agency in case of doubt as to whether DHS's action is implicated by this provision.

B. Agency agrees to:

- (1) Provide the support, cooperation, assistance, and information that is reasonably necessary for DHS to perform its missions.
- (2) Honor, to the extent consistent with law, (1) ICE or CBP "detainer requests" or "requests to hold" issued to Agency and (2) DHS requests for records or information from Agency's Department of Motor Vehicles.

IV. NOTICES

All notices required hereunder shall be given by certified United States mail, postage prepaid return receipt requested, and addressed to the respective parties at their addresses set forth below, or at such other address as any party shall hereafter inform the other party by written notice. All written notices so given shall be deemed effective upon receipt.

Department of Homeland Security
Secretary of Homeland Security
Washington, DC 20528

U.S. Customs and Border Protection
Office of the Commissioner
1300 Pennsylvania Ave. NW
Washington, D.C. 20229

U.S. Immigration and Customs Enforcement

Office of the Director
500 12th Street SW
Washington, D.C. 20536

U.S. Citizenship and Immigration Services
Office of the Director
5900 Capital Gateway Drive
Suitland, MD 20746

The Arizona Attorney General's Office and the Arizona Department of Law
Chief Deputy Attorney General
2005 N. Central Avenue
Phoenix, AZ 85004

V. PENALTIES

Agency acknowledges the information it receives from DHS is governed by the Privacy Act, 5 U.S.C. section 552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this Agreement may be subject to civil or criminal penalties.

VI. INJUNCTIVE RELIEF

It is hereby agreed and acknowledged that it will be impossible to measure in money the damage that would be suffered if the parties fail to comply with any of the obligations herein imposed on them and that in the event of any such failure, an aggrieved party will be irreparably damaged and will not have an adequate remedy at law. Any such party shall, therefore, be entitled to injunctive relief (in addition to any other remedy to which it may be entitled in law or in equity), including specific performance, to enforce such obligations. If any action should be brought in equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law.

VII. THIRD PARTY LIABILITY

Each party to this Agreement shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution or performance of this Agreement, whether civil or criminal, and retains responsibility for the payment of any corresponding liability.

Nothing in this Agreement is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any non-party to this Agreement against any party, its agencies, officers, or employees.

VIII. DISPUTE RESOLUTION

DHS and Agency will endeavor to the best of their ability to resolve their disputes informally and through consultation and communication. Disagreements on the interpretation of the provisions of this Agreement that cannot be resolved between the parties should be provided in writing to the heads of all parties for resolution. If settlement cannot be reached at this level, the disagreement may be adjudicated by invoking the judicial or alternative dispute resolution process.

IX. CONFLICTS

This Agreement constitutes the full agreement on this subject between DHS and Agency. Any inconsistency or conflict between or among the provisions of this Agreement, will be resolved in the following order of precedence: (1) this Agreement and (2) other documents incorporated by reference in this Agreement.

X. SEVERABILITY

The Parties agree that if a binding determination is made that any term of this Agreement is unenforceable, such unenforceability shall not affect any other provision of this Agreement, and the remaining terms of this Agreement shall, unless prohibited by law, remain effective as if such unenforceable provision was never contained in this Agreement.

The parties additionally agree that if this Agreement is found to be unenforceable as to one or more of the parties comprising DHS, including the Department of Homeland Security, such unenforceability shall not affect the validity of this Agreement as to the remaining parties and this Agreement shall remain effective as if such party was never a party to this Agreement.

XI. ASSIGNMENT

Agency may not assign this Agreement, nor may it assign any of its rights or obligations under this Agreement. To the greatest extent possible, this Agreement shall inure to the benefit of, and be binding upon, any successors to DHS and Agency without restriction.

XII. WAIVER

No waiver by any party of any breach of any provision of this Agreement shall constitute a waiver of any other breach. Failure of any party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed to be a waiver thereof.

XIII. EFFECTIVE DATE

This Agreement shall be effective immediately when both the DHS authorized officials and the Agency authorized official have signed this Agreement. This Agreement shall continue in effect unless modified or terminated in accordance with the provisions of this Agreement.

XIV. MODIFICATION

This Agreement is subject to periodic review by DHS, its authorized agents or designees, and, if necessary, periodic modification or renewal, consistent with this Agreement's terms, to assure compliance with current law, policy, and standard operating procedures. This Agreement constitutes the complete Agreement between the parties for its stated purpose, and no modification or addition will be valid unless entered into by mutual consent of all parties evidenced in writing and signed by all parties.

Any party may accomplish a unilateral administrative modification to change POC information. A written bilateral modification (*i.e.*, agreed to and signed by authorized officials of all parties) is required to change any other term of this Agreement.

XV. TERMINATION

Any party may terminate its involvement in this Agreement by submitting a request in writing to the other parties and providing 180 days' notice of intent to terminate its involvement in this Agreement. The termination will be effective 180 days after the written termination request was submitted or upon a date agreed upon by all parties, whichever is earlier. Termination by one party of its involvement in this Agreement shall not terminate the Agreement as to the remaining parties.

XVI. STATUS

The foregoing constitutes the full agreement on this subject between DHS and Agency.

Nothing in this Agreement may be construed to (1) negate any right of action for a State, local government, other person, or other entity affected by this Agreement; or (2) alter the laws of the United States.

XVII. KNOWING AND VOLUNTARY ACKNOWLEDGMENT

The parties enter into this Agreement voluntarily, without coercion or duress, and fully understand its terms. The parties acknowledge they had an opportunity to review and reflect on this Agreement and have discussed its provisions with their respective counsel, if any. The

parties attest they understand the effect of each of the provisions in this Agreement and that it is binding on all parties.

XVIII. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

XIX. FORMALIZATION

The undersigned represent that they are authorized to execute this Agreement on behalf of CBP, ICE, USCIS, and Agency, respectively.

Furthermore, the undersigned execute this Agreement on behalf of CBP, ICE, USCIS, Agency, respectively.

[Signatures on the following pages]

Signatures for the Department of Homeland Security, U.S. Customs and Border Protection,
U.S. Immigration and Customs Enforcement, and U.S. Citizenship and Immigration Services

DEPARTMENT OF HOMELAND SECURITY

U.S. CUSTOMS AND BORDER PROTECTION

Chad Wolf Date
Acting Secretary of Homeland Security
Signed individually and collectively²

Mark A. Morgan Date
Senior Official Performing the Duties of the Commissioner
Signed individually and collectively

U.S. CUSTOMS AND BORDER PROTECTION

U.S. CITIZENSHIP AND IMMIGRATION SERVICES

Robert E. Perez Date
Deputy Commissioner
Signed individually and collectively

Joseph B. Edlow Date
Deputy Director for Policy
Signed individually and collectively

U.S. CITIZENSHIP AND IMMIGRATION SERVICES

U.S. IMMIGRATIONS AND CUSTOMS ENFORCEMENT

Larry C. DeNayer Date
Acting Deputy Director for Operations
Signed individually and collectively

Tony H. Pham Date
Senior Official Performing the Duties of the Director
Signed individually and collectively

U.S. IMMIGRATIONS AND CUSTOMS ENFORCEMENT

Tae Johnson Date
Acting Deputy Director
Signed individually and collectively

² "Signed individually and collectively" as used here indicates that the agency is entering into this Agreement both (1) for itself, independently, and (2) along with the other entities that comprise DHS, collectively. Should one agency, for whatever reason, cease to be a party to this Agreement, the Agreement shall still survive for all other parties and be read and interpreted as if the removed party had never been a party to this Agreement.

Signature for the Arizona Attorney General's Office and the Arizona Department of Law

THE ARIZONA ATTORNEY GENERAL'S OFFICE AND THE ARIZONA DEPARTMENT OF LAW

Mark Brnovich
Attorney General

Date

Roysden, Beau

From: Roysden, Beau
Sent: Tuesday, December 29, 2020 11:10 AM
To: (b)(6)
Cc: Kanefield, Joe; Kredit, Joshua
Subject: RE: Agency Contact Info
Attachments: DHS - States and Localities (AZ) 12-29 redline.docx; DHS - States and Localities (AZ) 12-29 clean.docx

Dear (b)(6)

Please see attached a clean and redline with some edits to the draft agreement. If these are acceptable, we will send to General Brnovich for signature. Please let us know at your earliest convenience.

Sincerely,

Beau Roysden
Arizona Attorney General Mark Brnovich's Office

(b)(6)

From: (b)(6)
Sent: Wednesday, December 23, 2020 2:42 PM
To: Roysden, Beau
Cc: Kanefield, Joe; Kredit, Joshua
Subject: RE: Agency Contact Info
Importance: High

Thank you very much, Sir. It was great to speak with you. An honor to collaborate with you and the Attorney General on this important matter.

Please find enclosed the draft MOU.

Respectfully yours,

(b)(6)

Deputy General Counsel
U.S. Department of Homeland Security

(b)(6)

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GOVERNMENT USE ONLY and may be exempt from disclosure under the Freedom of Information Act, 5 U.S.C. §§ 552(b)(5), (b)(7).

From: Roysden, Beau <Beau.Roysden@azag.gov>

Sent: Wednesday, December 23, 2020 3:57 PM

To: (b)(6)

Cc: Kanefield, Joe <Joe.Kanefield@azag.gov>; Kredit, Joshua <Joshua.Kredit@azag.gov>

Subject: Agency Contact Info

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Dear (b)(6)

The official name of our agency is: the Arizona Attorney General's Office and the Arizona Department of Law

Point of Contact: Joseph A. Kanefield, Chief Deputy Attorney General

Mailing Address: 2005 N. Central Ave., Phoenix AZ 85004

Sincerely,

Beau Roysden

Solicitor General

Arizona Attorney General's Office

**AGREEMENT BETWEEN THE DEPARTMENT OF HOMELAND SECURITY AND
THE ARIZONA ATTORNEY GENERAL'S OFFICE AND THE ARIZONA
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- (1) The Department of Homeland Security,
- (2) U.S. Customs and Border Protection (CBP),
- (3) U.S. Immigration and Customs Enforcement (ICE), and
- (4) U.S. Citizenship and Immigration Services (USCIS);¹

and on the other hand:

- (5) the Arizona Attorney General's Office and the Arizona Department of Law (Agency).

I. AUTHORITY

The authorities governing this Agreement include, but are not limited to:

- (1) Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359, as amended.
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- (3) Privacy Act, 5 U.S.C. Section 552a, as amended.
- (4) The Inter-Governmental Cooperation Act, 31 U.S.C. Section 6501, *et seq.* as amended.
- (5) Homeland Security Act of 2002, 116 Stat. 2135, 6 U.S.C. Section 101, *et seq.* as amended.
- (6) Immigration and Nationality Act, 8 U.S.C. Section 1101, *et seq.* as amended.

II. PURPOSE AND COMMITMENT

DHS recognizes that Agency, like other State agencies and municipalities, is directly and concretely affected by changes to DHS rules and policies that have the effect of easing, relaxing, or limiting immigration enforcement. Such changes can negatively impact Agency's law enforcement, ~~housing, medical, education, employment, commerce, and healthcare~~ needs and budgets, as well as its other important health, safety, and pecuniary interests of the State of

¹ The Department of Homeland Security, CBP, ICE, and USCIS are collectively referred to in this Agreement as "DHS." The Department of Homeland Security, CBP, ICE, and USCIS enter into this Agreement individually and collectively, such that termination or removal of one or more of those parties (whether by law or contract) (including the Department of Homeland Security) does not terminate this Agreement as to any other parties.

Arizona. The harm to Agency is particularly acute where Agency's budget has been set months or years in advance and it has no time to adjust its budget to respond to DHS policy changes. Specifically, DHS recognizes that the following actions result in direct and concrete injuries to Agency, including increasing the rate of crime, consumption of public benefits and services, strain upon the healthcare system, and harm to the environment, as well as increased economic competition with the State of Arizona Agency's current residents for, among other things, employment, housing, goods and services:

- (1) a decrease of any immigration enforcement priorities;
- (2) a voluntary reduction in the number of DHS agents performing immigration enforcement functions;
- (3) a decrease or pause on returns or removals of removable or inadmissible aliens;
- (4) a decrease or pause on apprehensions or administrative arrests;
- (5) relaxation of the standards for granting relief from return or removal, such as asylum;
- (6) an increase in releases from detention;
- (7) a relaxation of the standards for granting release from detention;
- (8) changes to immigration benefits or eligibility, including work authorization, discretionary actions, or discretionary decisions; and
- (9) rules, policies, procedures, and decisions that could result in significant increases to the number of people residing in a community.

At the same time, Agency recognizes that DHS relies on cooperation with Agency and information shared by Agency to carry out DHS's ~~immigration enforcement functions~~, including but not limited to combating financial crimes, internet crimes against children, and human trafficking, as well as immigration enforcement. Any decrease in a State's or municipality's cooperation or information sharing with DHS can result in a decrease in these law enforcement priorities~~immigration enforcement~~.

To that end, this Agreement establishes a binding and enforceable commitment between DHS and Agency, in which Agency will provide information and assistance to help DHS perform its border security, legal immigration, immigration enforcement, and national security, ~~missions and other law enforcement missions~~ in exchange for DHS's commitment to consult Agency and consider its views before taking any action, adopting or modifying a policy or procedure, or making any decision that could:

- (1) reduce, redirect, reprioritize, relax, or in any way modify immigration enforcement;
- (2) decrease the number of ICE agents performing immigration enforcement duties;
- (3) pause or decrease the number of returns or removals of removable or inadmissible aliens from the country;

- (4) increase or decline to decrease the number of lawful, removable, or inadmissible aliens;
- (5) increase or decline to decrease the number of releases from detention;
- (6) relax the standards for granting relief from return or removal, such as asylum;
- (7) relax the standards for granting release from detention;
- (8) relax the standards for, or otherwise decrease the number of, apprehensions or administrative arrests;
- (9) increase, expand, extend, or in any other way change the quantity and quality of immigration benefits or eligibility for other discretionary actions for aliens; or
- (10) otherwise negatively impact Agency.

In case of doubt, DHS will err on the side of consulting with Agency.

III. RESPONSIBILITIES

A. DHS agrees to:

- (1) Utilize its immigration authorities, to the maximum extent possible, to prioritize the protection of the United States and its existing communities. This includes:
 - a. enforcing the immigration laws of the United States to prohibit the entry into, and promote the return or removal from, the United States of inadmissible and removable aliens;
 - b. enforcing the immigration laws of the United States to prioritize detention over release of inadmissible and removable aliens;
 - c. enforcing the immigration laws of the United States to apprehend and administratively arrest inadmissible and removable aliens;
 - d. eliminating incentives and so-called "pull factors" for illegal immigration;
 - e. limiting eligibility for asylum and other relief from detention, return, or removal to the statutory criteria; and
 - f. refusing asylum and other relief from detention, return, or removal for those aliens who pose a danger to the United States, whether due to prior criminal history, the security of the United States, health, or some other bar.
- (2) Consult with Agency before taking any action or making any decision that could reduce immigration enforcement, increase the number of illegal aliens in the United States, or increase immigration benefits or eligibility for benefits for removable or inadmissible aliens. This includes policies, practices, or procedures which have as their purpose or effect:
 - a. reducing, redirecting, reprioritizing, relaxing, lessening, eliminating, or in any way modifying immigration enforcement;
 - b. decreasing the number of ICE agents within Agency's territorial jurisdiction performing immigration enforcement duties;

- c. pausing or decreasing the number of returns or removals of removable or inadmissible aliens from the country;
 - d. decreasing the number of or criteria for detention of removable or inadmissible aliens from the country;
 - e. decreasing or pausing apprehensions or administrative arrests;
 - f. increasing or declining to decrease the number of lawful, removable, or inadmissible aliens residing in the United States;
 - g. increasing, expanding, extending, or in any way changing the quantity or quality of immigration benefits or eligibility for these benefits or other discretionary actions for aliens; or
 - h. otherwise negatively impacting Agency.
- (3) Provide Agency with 180 days' written notice (in the manner provided for in Sections IV of this Agreement) of the proposed action and an opportunity to consult and comment on the proposed action, before taking any such action listed above.
- (4) Consider Agency's input and provide a detailed written explanation of the reasoning behind any decision to reject Agency's input before taking any action listed in Section III.A.2.
- (5) Err on the side of consulting with Agency in case of doubt as to whether DHS's action is implicated by this provision.

B. Agency agrees to:

- (1) Provide the support, cooperation, assistance, and information that is reasonably necessary for DHS to perform its missions.
- (2) To the extent permitted by Agency's budget and resources in the good-faith determination of the Arizona Attorney General, continue participating in law enforcement task forces, including working with Homeland Security Investigations as part of the Financial Crimes Task Force, Internet Crimes Against Children (ICAC) Task Force, and any applicable anti-human trafficking task force(s), as well as any future task forces on these subjects. DHS and Agency understand and agree that the specifics of cooperation for any particular task force may be governed by a separate agreement regarding the particular task force.
- (2)(3) Honor and assist DHS, to the extent consistent with applicable state and federal law and when covered under Agency's jurisdiction, with (1) ICE or CBP "detainer requests" or "requests to hold" issued to Agency and (2) DHS requests for records or information from Agency's Department of Motor Vehicles.

IV. NOTICES

All notices required hereunder shall be given by certified United States mail, postage prepaid return receipt requested, and addressed to the respective parties at their addresses set forth below, or at such other address as any party shall hereafter inform the other party by written notice. All written notices so given shall be deemed effective upon receipt.

Department of Homeland Security
Secretary of Homeland Security
Washington, DC 20528

U.S. Customs and Border Protection
Office of the Commissioner
1300 Pennsylvania Ave. NW
Washington, D.C. 20229

U.S. Immigration and Customs Enforcement
Office of the Director
500 12th Street SW
Washington, D.C. 20536

U.S. Citizenship and Immigration Services
Office of the Director
5900 Capital Gateway Drive
Suitland, MD 20746

~~The Arizona Attorney General's Office and the Arizona Department of Law~~
Attn: Chief Deputy Attorney General
2005 N. Central Avenue
Phoenix, AZ 85004

V. PENALTIES

Agency acknowledges the information it receives from DHS pursuant to this Agreement is governed by the Privacy Act, 5 U.S.C. section 552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this Agreement, or otherwise permitted by another agreement with DHS or applicable law, may be subject to civil or criminal penalties.

VI. INJUNCTIVE RELIEF

It is hereby agreed and acknowledged that it will be impossible to measure in money the damage that would be suffered if the parties fail to comply with any of the obligations herein imposed on them and that in the event of any such failure, an aggrieved party will be irreparably damaged and will not have an adequate remedy at law. Any such party shall, therefore, be entitled to

injunctive relief (in addition to any other remedy to which it may be entitled in law or in equity), including specific performance, to enforce such obligations. If any action should be brought in equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law.

VII. THIRD PARTY LIABILITY

Each party to this Agreement shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution or performance of this Agreement, whether civil or criminal, and retains responsibility for the payment of any corresponding liability.

Nothing in this Agreement is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any non-party to this Agreement against any party, its agencies, officers, or employees.

VIII. DISPUTE RESOLUTION

DHS and Agency will endeavor to the best of their ability to resolve their disputes informally and through consultation and communication. Disagreements on the interpretation of the provisions of this Agreement that cannot be resolved between the parties should be provided in writing to the heads of all parties for resolution. If settlement cannot be reached at this level, the disagreement may be adjudicated by invoking the judicial or alternative dispute resolution process.

IX. CONFLICTS

This Agreement constitutes the full agreement on this subject between DHS and Agency. Any inconsistency or conflict between or among the provisions of this Agreement, will be resolved in the following order of precedence: (1) this Agreement and (2) other documents incorporated by reference in this Agreement.

X. SEVERABILITY

The Parties agree that if a binding determination is made that any term of this Agreement is unenforceable, such unenforceability shall not affect any other provision of this Agreement, and the remaining terms of this Agreement shall, unless prohibited by law, remain effective as if such unenforceable provision was never contained in this Agreement.

The parties additionally agree that if this Agreement is found to be unenforceable as to one or more of the parties comprising DHS, including the Department of Homeland Security, such

unenforceability shall not affect the validity of this Agreement as to the remaining parties and this Agreement shall remain effective as if such party was never a party to this Agreement.

XI. ASSIGNMENT

Agency may not assign this Agreement, nor may it assign any of its rights or obligations under this Agreement. To the greatest extent possible, this Agreement shall inure to the benefit of, and be binding upon, any successors to DHS and Agency without restriction.

XII. WAIVER

No waiver by any party of any breach of any provision of this Agreement shall constitute a waiver of any other breach. Failure of any party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed to be a waiver thereof.

XIII. EFFECTIVE DATE

This Agreement shall be effective immediately when both the DHS authorized officials and the Agency authorized official have signed this Agreement. This Agreement shall continue in effect unless modified or terminated in accordance with the provisions of this Agreement.

XIV. MODIFICATION

This Agreement is subject to periodic review by DHS, its authorized agents or designees, and, if necessary, periodic modification or renewal, consistent with this Agreement's terms, to assure compliance with current law, policy, and standard operating procedures. This Agreement constitutes the complete Agreement between the parties for its stated purpose, and no modification or addition will be valid unless entered into by mutual consent of all parties evidenced in writing and signed by all parties.

Any party may accomplish a unilateral administrative modification to change POC information. A written bilateral modification (*i.e.*, agreed to and signed by authorized officials of all parties) is required to change any other term of this Agreement.

XV. TERMINATION

Any party may terminate its involvement in this Agreement by submitting a request in writing to the other parties and providing 180 days' notice of intent to terminate its involvement in this Agreement. The termination will be effective 180 days after the written termination request was submitted or upon a date agreed upon by all parties, whichever is earlier. Termination by one party of its involvement in this Agreement shall not terminate the Agreement as to the remaining parties.

XVI. STATUS

The foregoing constitutes the full agreement on this subject between DHS and Agency.

Nothing in this Agreement may be construed to (1) negate any right of action for a State, local government, other person, or other entity affected by this Agreement; or (2) alter the laws of the United States.

XVII. KNOWING AND VOLUNTARY ACKNOWLEDGMENT

The parties enter into this Agreement voluntarily, without coercion or duress, and fully understand its terms. The parties acknowledge they had an opportunity to review and reflect on this Agreement and have discussed its provisions with their respective counsel, if any. The parties attest they understand the effect of each of the provisions in this Agreement and that it is binding on all parties.

XVIII. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

XIX. FORMALIZATION

The undersigned represent that they are authorized to execute this Agreement on behalf of CBP, ICE, USCIS, and Agency, respectively.

Furthermore, the undersigned execute this Agreement on behalf of CBP, ICE, USCIS, Agency, respectively.

[Signatures on the following pages]

Signatures for the Department of Homeland Security, U.S. Customs and Border Protection,
U.S. Immigration and Customs Enforcement, and U.S. Citizenship and Immigration Services

DEPARTMENT OF HOMELAND SECURITY

U.S. CUSTOMS AND BORDER PROTECTION

Chad Wolf Date
Acting Secretary of Homeland Security
Signed individually and collectively²

Mark A. Morgan Date
Senior Official Performing the Duties of the Commissioner
Signed individually and collectively

U.S. CUSTOMS AND BORDER PROTECTION

U.S. CITIZENSHIP AND IMMIGRATION SERVICES

Robert E. Perez Date
Deputy Commissioner
Signed individually and collectively

Joseph B. Edlow Date
Deputy Director for Policy
Signed individually and collectively

U.S. CITIZENSHIP AND IMMIGRATION SERVICES

U.S. IMMIGRATIONS AND CUSTOMS ENFORCEMENT

Larry C. DeNayer Date
Acting Deputy Director for Operations
Signed individually and collectively

Tony H. Pham Date
Senior Official Performing the Duties of the Director
Signed individually and collectively

U.S. IMMIGRATIONS AND CUSTOMS ENFORCEMENT

Tae Johnson Date
Acting Deputy Director
Signed individually and collectively

² "Signed individually and collectively" as used here indicates that the agency is entering into this Agreement both (1) for itself, independently, and (2) along with the other entities that comprise DHS, collectively. Should one agency, for whatever reason, cease to be a party to this Agreement, the Agreement shall still survive for all other parties and be read and interpreted as if the removed party had never been a party to this Agreement.

Signature for the Arizona Attorney General's Office and the Arizona Department of Law

THE ARIZONA ATTORNEY GENERAL'S OFFICE AND THE ARIZONA DEPARTMENT OF LAW

Mark Brnovich
Attorney General

Date

**AGREEMENT BETWEEN THE DEPARTMENT OF HOMELAND SECURITY AND
THE ARIZONA ATTORNEY GENERAL'S OFFICE AND THE ARIZONA
DEPARTMENT OF LAW**

The parties to this Sanctuary for Americans First Enactment (SAFE) Agreement (Agreement) are on the one hand:

- (1) The Department of Homeland Security,
- (2) U.S. Customs and Border Protection (CBP),
- (3) U.S. Immigration and Customs Enforcement (ICE), and
- (4) U.S. Citizenship and Immigration Services (USCIS);¹

and on the other hand:

- (5) the Arizona Attorney General's Office and the Arizona Department of Law (Agency).

I. AUTHORITY

The authorities governing this Agreement include, but are not limited to:

- (1) Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359, as amended.
- (2) Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. No. 104-208, 110 Stat. 3009, as amended.
- (3) Privacy Act, 5 U.S.C. Section 552a, as amended.
- (4) The Inter-Governmental Cooperation Act, 31 U.S.C. Section 6501, *et seq.* as amended.
- (5) Homeland Security Act of 2002, 116 Stat. 2135, 6 U.S.C. Section 101, *et seq.* as amended.
- (6) Immigration and Nationality Act, 8 U.S.C. Section 1101, *et seq.* as amended.

II. PURPOSE AND COMMITMENT

DHS recognizes that Agency, like other state agencies and municipalities, is directly and concretely affected by changes to DHS rules and policies that have the effect of easing, relaxing, or limiting immigration enforcement. Such changes can negatively impact Agency's law enforcement needs and budgets, as well as its other important health, safety, and pecuniary interests of the State of Arizona. The harm to Agency is particularly acute where Agency's

¹ The Department of Homeland Security, CBP, ICE, and USCIS are collectively referred to in this Agreement as "DHS." The Department of Homeland Security, CBP, ICE, and USCIS enter into this Agreement individually and collectively, such that termination or removal of one or more of those parties (whether by law or contract) (including the Department of Homeland Security) does not terminate this Agreement as to any other parties.

budget has been set months or years in advance and it has no time to adjust its budget to respond to DHS policy changes. Specifically, DHS recognizes that the following actions result in direct and concrete injuries to Agency, including increasing the rate of crime, consumption of public benefits and services, strain upon the healthcare system, and harm to the environment, as well as increased economic competition with the State of Arizona's current residents for, among other things, employment, housing, goods and services:

- (1) a decrease of any immigration enforcement priorities;
- (2) a voluntary reduction in the number of DHS agents performing immigration enforcement functions;
- (3) a decrease or pause on returns or removals of removable or inadmissible aliens;
- (4) a decrease or pause on apprehensions or administrative arrests;
- (5) relaxation of the standards for granting relief from return or removal, such as asylum;
- (6) an increase in releases from detention;
- (7) a relaxation of the standards for granting release from detention;
- (8) changes to immigration benefits or eligibility, including work authorization, discretionary actions, or discretionary decisions; and
- (9) rules, policies, procedures, and decisions that could result in significant increases to the number of people residing in a community.

At the same time, Agency recognizes that DHS relies on cooperation with Agency and information shared by Agency to carry out DHS's functions, including but not limited to combating financial crimes, internet crimes against children, and human trafficking, as well as immigration enforcement. Any decrease in a State's or municipality's cooperation or information sharing with DHS can result in a decrease in these law enforcement priorities.

To that end, this Agreement establishes a binding and enforceable commitment between DHS and Agency, in which Agency will provide information and assistance to help DHS perform its border security, legal immigration, immigration enforcement, national security, and other law enforcement missions in exchange for DHS's commitment to consult Agency and consider its views before taking any action, adopting or modifying a policy or procedure, or making any decision that could:

- (1) reduce, redirect, reprioritize, relax, or in any way modify immigration enforcement;
- (2) decrease the number of ICE agents performing immigration enforcement duties;
- (3) pause or decrease the number of returns or removals of removable or inadmissible aliens from the country;
- (4) increase or decline to decrease the number of lawful, removable, or inadmissible aliens;
- (5) increase or decline to decrease the number of releases from detention;
- (6) relax the standards for granting relief from return or removal, such as asylum;

- (7) relax the standards for granting release from detention;
- (8) relax the standards for, or otherwise decrease the number of, apprehensions or administrative arrests;
- (9) increase, expand, extend, or in any other way change the quantity and quality of immigration benefits or eligibility for other discretionary actions for aliens; or
- (10) otherwise negatively impact Agency.

In case of doubt, DHS will err on the side of consulting with Agency.

III. RESPONSIBILITIES

A. DHS agrees to:

- (1) Utilize its immigration authorities, to the maximum extent possible, to prioritize the protection of the United States and its existing communities. This includes:
 - a. enforcing the immigration laws of the United States to prohibit the entry into, and promote the return or removal from, the United States of inadmissible and removable aliens;
 - b. enforcing the immigration laws of the United States to prioritize detention over release of inadmissible and removable aliens;
 - c. enforcing the immigration laws of the United States to apprehend and administratively arrest inadmissible and removable aliens;
 - d. eliminating incentives and so-called "pull factors" for illegal immigration;
 - e. limiting eligibility for asylum and other relief from detention, return, or removal to the statutory criteria; and
 - f. refusing asylum and other relief from detention, return, or removal for those aliens who pose a danger to the United States, whether due to prior criminal history, the security of the United States, health, or some other bar.
- (2) Consult with Agency before taking any action or making any decision that could reduce immigration enforcement, increase the number of illegal aliens in the United States, or increase immigration benefits or eligibility for benefits for removable or inadmissible aliens. This includes policies, practices, or procedures which have as their purpose or effect:
 - a. reducing, redirecting, reprioritizing, relaxing, lessening, eliminating, or in any way modifying immigration enforcement;
 - b. decreasing the number of ICE agents within Agency's territorial jurisdiction performing immigration enforcement duties;
 - c. pausing or decreasing the number of returns or removals of removable or inadmissible aliens from the country;
 - d. decreasing the number of or criteria for detention of removable or inadmissible aliens from the country;
 - e. decreasing or pausing apprehensions or administrative arrests;

- f. increasing or declining to decrease the number of lawful, removable, or inadmissible aliens residing in the United States;
 - g. increasing, expanding, extending, or in any way changing the quantity or quality of immigration benefits or eligibility for these benefits or other discretionary actions for aliens; or
 - h. otherwise negatively impacting Agency.
- (3) Provide Agency with 180 days' written notice (in the manner provided for in Sections IV of this Agreement) of the proposed action and an opportunity to consult and comment on the proposed action, before taking any such action listed above.
- (4) Consider Agency's input and provide a detailed written explanation of the reasoning behind any decision to reject Agency's input before taking any action listed in Section III.A.2.
- (5) Err on the side of consulting with Agency in case of doubt as to whether DHS's action is implicated by this provision.

B. Agency agrees to:

- (1) Provide the support, cooperation, assistance, and information that is reasonably necessary for DHS to perform its missions.
- (2) To the extent permitted by Agency's budget and resources in the good-faith determination of the Arizona Attorney General, continue participating in law enforcement task forces, including working with Homeland Security Investigations as part of the Financial Crimes Task Force, Internet Crimes Against Children (ICAC) Task Force, and any applicable anti-human trafficking task force(s), as well as any future task forces on these subjects. DHS and Agency understand and agree that the specifics of cooperation for any particular task force may be governed by a separate agreement regarding the particular task force.
- (3) Honor and assist DHS, to the extent consistent with applicable state and federal law and when covered under Agency's jurisdiction, with (1) ICE or CBP "detainer requests" or "requests to hold" issued to Agency and (2) DHS requests for records or information from Agency.

IV. NOTICES

All notices required hereunder shall be given by certified United States mail, postage prepaid return receipt requested, and addressed to the respective parties at their addresses set forth below,

or at such other address as any party shall hereafter inform the other party by written notice. All written notices so given shall be deemed effective upon receipt.

Department of Homeland Security
Secretary of Homeland Security
Washington, DC 20528

U.S. Customs and Border Protection
Office of the Commissioner
1300 Pennsylvania Ave. NW
Washington, D.C. 20229

U.S. Immigration and Customs Enforcement
Office of the Director
500 12th Street SW
Washington, D.C. 20536

U.S. Citizenship and Immigration Services
Office of the Director
5900 Capital Gateway Drive
Suitland, MD 20746

Arizona Attorney General's Office
Attn: Chief Deputy Attorney General
2005 N. Central Avenue
Phoenix, AZ 85004

V. PENALTIES

Agency acknowledges the information it receives from DHS pursuant to this Agreement is governed by the Privacy Act, 5 U.S.C. section 552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this Agreement, or otherwise permitted by another agreement with DHS or applicable law, may be subject to civil or criminal penalties.

VI. INJUNCTIVE RELIEF

It is hereby agreed and acknowledged that it will be impossible to measure in money the damage that would be suffered if the parties fail to comply with any of the obligations herein imposed on them and that in the event of any such failure, an aggrieved party will be irreparably damaged and will not have an adequate remedy at law. Any such party shall, therefore, be entitled to injunctive relief (in addition to any other remedy to which it may be entitled in law or in equity), including specific performance, to enforce such obligations. If any action should be brought in

equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law.

VII. THIRD PARTY LIABILITY

Each party to this Agreement shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution or performance of this Agreement, whether civil or criminal, and retains responsibility for the payment of any corresponding liability.

Nothing in this Agreement is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any non-party to this Agreement against any party, its agencies, officers, or employees.

VIII. DISPUTE RESOLUTION

DHS and Agency will endeavor to the best of their ability to resolve their disputes informally and through consultation and communication. Disagreements on the interpretation of the provisions of this Agreement that cannot be resolved between the parties should be provided in writing to the heads of all parties for resolution. If settlement cannot be reached at this level, the disagreement may be adjudicated by invoking the judicial or alternative dispute resolution process.

IX. CONFLICTS

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The parties additionally agree that if this Agreement is found to be unenforceable as to one or more of the parties comprising DHS, including the Department of Homeland Security, such unenforceability shall not affect the validity of this Agreement as to the remaining parties and this Agreement shall remain effective as if such party was never a party to this Agreement.

XI. ASSIGNMENT

Agency may not assign this Agreement, nor may it assign any of its rights or obligations under this Agreement. To the greatest extent possible, this Agreement shall inure to the benefit of, and be binding upon, any successors to DHS and Agency without restriction.

XII. WAIVER

No waiver by any party of any breach of any provision of this Agreement shall constitute a waiver of any other breach. Failure of any party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed to be a waiver thereof.

XIII. EFFECTIVE DATE

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XIV. MODIFICATION

This Agreement is subject to periodic review by DHS, its authorized agents or designees, and, if necessary, periodic modification or renewal, consistent with this Agreement's terms, to assure compliance with current law, policy, and standard operating procedures. This Agreement constitutes the complete Agreement between the parties for its stated purpose, and no modification or addition will be valid unless entered into by mutual consent of all parties evidenced in writing and signed by all parties.

Any party may accomplish a unilateral administrative modification to change POC information. A written bilateral modification (*i.e.*, agreed to and signed by authorized officials of all parties) is required to change any other term of this Agreement.

XV. TERMINATION

Any party may terminate its involvement in this Agreement by submitting a request in writing to the other parties and providing 180 days' notice of intent to terminate its involvement in this Agreement. The termination will be effective 180 days after the written termination request was submitted or upon a date agreed upon by all parties, whichever is earlier. Termination by one party of its involvement in this Agreement shall not terminate the Agreement as to the remaining parties.

XVI. STATUS

The foregoing constitutes the full agreement on this subject between DHS and Agency.

Nothing in this Agreement may be construed to (1) negate any right of action for a State, local government, other person, or other entity affected by this Agreement; or (2) alter the laws of the United States.

XVII. KNOWING AND VOLUNTARY ACKNOWLEDGMENT

The parties enter into this Agreement voluntarily, without coercion or duress, and fully understand its terms. The parties acknowledge they had an opportunity to review and reflect on this Agreement and have discussed its provisions with their respective counsel, if any. The parties attest they understand the effect of each of the provisions in this Agreement and that it is binding on all parties.

XVIII. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

XIX. FORMALIZATION

The undersigned represent that they are authorized to execute this Agreement on behalf of CBP, ICE, USCIS, and Agency, respectively.

Furthermore, the undersigned execute this Agreement on behalf of CBP, ICE, USCIS, Agency, respectively.

[Signatures on the following pages]

Signatures for the Department of Homeland Security, U.S. Customs and Border Protection,
U.S. Immigration and Customs Enforcement, and U.S. Citizenship and Immigration Services

DEPARTMENT OF HOMELAND SECURITY

U.S. CUSTOMS AND BORDER PROTECTION

Chad Wolf Date
Acting Secretary of Homeland Security
Signed individually and collectively²

Mark A. Morgan Date
Senior Official Performing the Duties of the Commissioner
Signed individually and collectively

U.S. CUSTOMS AND BORDER PROTECTION

U.S. CITIZENSHIP AND IMMIGRATION SERVICES

Robert E. Perez Date
Deputy Commissioner
Signed individually and collectively

Joseph B. Edlow Date
Deputy Director for Policy
Signed individually and collectively

U.S. CITIZENSHIP AND IMMIGRATION SERVICES

U.S. IMMIGRATIONS AND CUSTOMS ENFORCEMENT

Larry C. DeNayer Date
Acting Deputy Director for Operations
Signed individually and collectively

Tony H. Pham Date
Senior Official Performing the Duties of the Director
Signed individually and collectively

U.S. IMMIGRATIONS AND CUSTOMS ENFORCEMENT

Tae Johnson Date
Acting Deputy Director
Signed individually and collectively

² "Signed individually and collectively" as used here indicates that the agency is entering into this Agreement both (1) for itself, independently, and (2) along with the other entities that comprise DHS, collectively. Should one agency, for whatever reason, cease to be a party to this Agreement, the Agreement shall still survive for all other parties and be read and interpreted as if the removed party had never been a party to this Agreement.

Signature for the Arizona Attorney General's Office and the Arizona Department of Law

THE ARIZONA ATTORNEY GENERAL'S OFFICE AND THE ARIZONA DEPARTMENT OF LAW

Mark Binovich
Attorney General

Date

Roysden, Beau

From: (b)(6)
Sent: Tuesday, December 29, 2020 12:47 PM
To: Roysden, Beau; (b)(6)
Cc: Kanefield, Joe; Kredit, Joshua
Subject: Re: Agency Contact Info

Follow Up Flag: Follow up
Flag Status: Flagged

Thank you very much, Mr. Roysden. Your message is greatly appreciated. We are fine with your suggestions. Kindly send us an executed copy when the General has signed it.

Respectfully yours,

(b)(6)
Deputy General Counsel
U.S. Department of Homeland Security

(b)(6)
*** Warning *** Attorney/Client Privilege *** Attorney Work Product *** Pre-Decisional/Deliberative/Confidential***
This communication and any attachments may contain confidential and/or sensitive attorney/client privileged information or attorney work product and/or law enforcement sensitive information. It is not for release, review, retransmission, dissemination, or use by anyone other than the intended recipient. Please notify the sender if this email has been misdirected and immediately destroy all originals and copies. Furthermore, do not print, copy, re-transmit, disseminate, or otherwise use this information. Any disclosure of this communication or its attachments must be approved by the Office of the General Counsel, U.S. Department of Homeland Security. This document is for INTERNAL GOVERNMENT USE ONLY and may be exempt from disclosure under the Freedom of Information Act, 5 U.S.C. §§ 552(b)(5), (b)(7).

From: Roysden, Beau
Sent: Tuesday, December 29, 2020 1:10:17 PM
To: (b)(6)
Cc: Kanefield, Joe ; Kredit, Joshua
Subject: RE: Agency Contact Info

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact your component SOC with questions or concerns.

Dear (b)(6)
Please see attached a clean and redline with some edits to the draft agreement. If these are acceptable, we will send to General Brnovich for signature. Please let us know at your earliest convenience.
Sincerely,

Beau Roysden
Arizona Attorney General Mark Brnovich's Office

(b)(6)
From: (b)(6)
Sent: Wednesday, December 23, 2020 2:42 PM
To: Roysden, Beau

Cc: Kanefield, Joe; Kredit, Joshua
Subject: RE: Agency Contact Info
Importance: High

Thank you very much, Sir. It was great to speak with you. An honor to collaborate with you and the Attorney General on this important matter.

Please find enclosed the draft MOU.

Respectfully yours,

(b)(6)

Deputy General Counsel
U.S. Department of Homeland Security

(b)(6)

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From: Roysden, Beau

Sent: Wednesday, December 23, 2020 3:57 PM

To: (b)(6)

Cc: Kanefield, Joe ; Kredit, Joshua

Subject: Agency Contact Info

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Dear (b)(6)

The official name of our agency is: the Arizona Attorney General's Office and the Arizona Department of Law
Point of Contact: Joseph A. Kanefield, Chief Deputy Attorney General
Mailing Address: 2005 N. Central Ave., Phoenix AZ 85004
Sincerely,
Beau Roysden
Solicitor General
Arizona Attorney General's Office

Roysden, Beau

From: (b)(6)
Sent: Tuesday, December 29, 2020 2:26 PM
To: Roysden, Beau
Subject: My address

Thank you again, Sir!

My address:

(b)(6)

Deputy General Counsel
MS 0485
Department of Homeland Security
2707 Martin Luther King Jr Ave SE
Washington, DC 20528

Respectfully yours,

(b)(6)

Deputy General Counsel
U.S. Department of Homeland Security

(b)(6)

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Roysden, Beau

From: Roysden, Beau
Sent: Tuesday, December 29, 2020 2:31 PM
To: (b)(6)
Cc: Kanefield, Joe; Kredit, Joshua
Subject: RE: Agency Contact Info
Attachments: DHS - AZAGO MOU 12-29-2020.pdf

(b)(6)

Please find attached a scan of the MOU executed by General Brnovich. We are sending you the original by FedEx.

When DHS has executed, please send us back a copy at your earliest convenience.

Please do not hesitate to contact me if you need anything else. Thank you again.

Sincerely,

Beau Roysden

(b)(6)

From: (b)(6)
Sent: Tuesday, December 29, 2020 12:47 PM
To: Roysden, Beau (b)(6)
Cc: Kanefield, Joe; Kredit, Joshua
Subject: Re: Agency Contact Info

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(b)(6)

Deputy General Counsel
U.S. Department of Homeland Security

(b)(6)

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From: Roysden, Beau <Beau.Roysden@azag.gov>
Sent: Tuesday, December 29, 2020 1:10:17 PM
To: (b)(6)
Cc: Kanefield, Joe <Joe.Kanefield@azag.gov>; Kredit, Joshua <Joshua.Kredit@azag.gov>
Subject: RE: Agency Contact Info

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Sincerely,

Beau Roysden
Arizona Attorney General Mark Brnovich's Office

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Importance: High

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Deputy General Counsel
U.S. Department of Homeland Security

(b)(6)

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This communication and any attachments may contain confidential and/or sensitive attorney/client privileged information or attorney work product and/or law enforcement sensitive information. It is not for release, review, retransmission, dissemination, or use by anyone other than the intended recipient. Please notify the sender if this email has been misdirected and immediately destroy all originals and copies. Furthermore, do not print, copy, re-transmit, disseminate, or otherwise use this information. Any disclosure of this communication or its attachments must be approved by the Office of the General Counsel, U.S. Department of Homeland Security. This document is for INTERNAL

GOVERNMENT USE ONLY and may be exempt from disclosure under the Freedom of Information Act, 5 U.S.C. §§ 552(b)(5), (b)(7).

From: Roysden, Beau <Beau.Roysden@azag.gov>
Sent: Wednesday, December 23, 2020 3:57 PM
To: (b)(6)
Cc: Kanefield, Joe <Joe.Kanefield@azag.gov>; Kredit, Joshua <Joshua.Kredit@azag.gov>
Subject: Agency Contact Info

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact your component SOC with questions or concerns.

Dear (b)(6)

The official name of our agency is: the Arizona Attorney General's Office and the Arizona Department of Law

Point of Contact: Joseph A. Kanefield, Chief Deputy Attorney General

Mailing Address: 2005 N. Central Ave., Phoenix AZ 85004

Sincerely,
Beau Roysden
Solicitor General
Arizona Attorney General's Office

**AGREEMENT BETWEEN THE DEPARTMENT OF HOMELAND SECURITY AND
THE ARIZONA ATTORNEY GENERAL'S OFFICE AND THE ARIZONA
DEPARTMENT OF LAW**

The parties to this Sanctuary for Americans First Enactment (SAFE) Agreement (Agreement) are on the one hand:

- (1) The Department of Homeland Security,
- (2) U.S. Customs and Border Protection (CBP),
- (3) U.S. Immigration and Customs Enforcement (ICE), and
- (4) U.S. Citizenship and Immigration Services (USCIS);¹

and on the other hand:

- (5) the Arizona Attorney General's Office and the Arizona Department of Law (Agency).

I. AUTHORITY

The authorities governing this Agreement include, but are not limited to:

- (1) Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359, as amended.
- (2) Illegal Immigration Reform and Immigrant Responsibility Act of 1996, Pub. L. No. 104-208, 110 Stat. 3009, as amended.
- (3) Privacy Act, 5 U.S.C. Section 552a, as amended.
- (4) The Inter-Governmental Cooperation Act, 31 U.S.C. Section 6501, *et seq.* as amended.
- (5) Homeland Security Act of 2002, 116 Stat. 2135, 6 U.S.C. Section 101, *et seq.* as amended.
- (6) Immigration and Nationality Act, 8 U.S.C. Section 1101, *et seq.* as amended.

II. PURPOSE AND COMMITMENT

DHS recognizes that Agency, like other state agencies and municipalities, is directly and concretely affected by changes to DHS rules and policies that have the effect of easing, relaxing, or limiting immigration enforcement. Such changes can negatively impact Agency's law enforcement needs and budgets, as well as its other important health, safety, and pecuniary interests of the State of Arizona. The harm to Agency is particularly acute where Agency's

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budget has been set months or years in advance and it has no time to adjust its budget to respond to DHS policy changes. Specifically, DHS recognizes that the following actions result in direct and concrete injuries to Agency, including increasing the rate of crime, consumption of public benefits and services, strain upon the healthcare system, and harm to the environment, as well as increased economic competition with the State of Arizona's current residents for, among other things, employment, housing, goods and services:

- (1) a decrease of any immigration enforcement priorities;
- (2) a voluntary reduction in the number of DHS agents performing immigration enforcement functions;
- (3) a decrease or pause on returns or removals of removable or inadmissible aliens;
- (4) a decrease or pause on apprehensions or administrative arrests;
- (5) relaxation of the standards for granting relief from return or removal, such as asylum;
- (6) an increase in releases from detention;
- (7) a relaxation of the standards for granting release from detention;
- (8) changes to immigration benefits or eligibility, including work authorization, discretionary actions, or discretionary decisions; and
- (9) rules, policies, procedures, and decisions that could result in significant increases to the number of people residing in a community.

At the same time, Agency recognizes that DHS relies on cooperation with Agency and information shared by Agency to carry out DHS's functions, including but not limited to combating financial crimes, internet crimes against children, and human trafficking, as well as immigration enforcement. Any decrease in a State's or municipality's cooperation or information sharing with DHS can result in a decrease in these law enforcement priorities.

To that end, this Agreement establishes a binding and enforceable commitment between DHS and Agency, in which Agency will provide information and assistance to help DHS perform its border security, legal immigration, immigration enforcement, national security, and other law enforcement missions in exchange for DHS's commitment to consult Agency and consider its views before taking any action, adopting or modifying a policy or procedure, or making any decision that could:

- (1) reduce, redirect, reprioritize, relax, or in any way modify immigration enforcement;
- (2) decrease the number of ICE agents performing immigration enforcement duties;
- (3) pause or decrease the number of returns or removals of removable or inadmissible aliens from the country;
- (4) increase or decline to decrease the number of lawful, removable, or inadmissible aliens;
- (5) increase or decline to decrease the number of releases from detention;
- (6) relax the standards for granting relief from return or removal, such as asylum;

- (7) relax the standards for granting release from detention;
- (8) relax the standards for, or otherwise decrease the number of, apprehensions or administrative arrests;
- (9) increase, expand, extend, or in any other way change the quantity and quality of immigration benefits or eligibility for other discretionary actions for aliens; or
- (10) otherwise negatively impact Agency.

In case of doubt, DHS will err on the side of consulting with Agency.

III. RESPONSIBILITIES

A. DHS agrees to:

- (1) Utilize its immigration authorities, to the maximum extent possible, to prioritize the protection of the United States and its existing communities. This includes:
 - a. enforcing the immigration laws of the United States to prohibit the entry into, and promote the return or removal from, the United States of inadmissible and removable aliens;
 - b. enforcing the immigration laws of the United States to prioritize detention over release of inadmissible and removable aliens;
 - c. enforcing the immigration laws of the United States to apprehend and administratively arrest inadmissible and removable aliens;
 - d. eliminating incentives and so-called "pull factors" for illegal immigration;
 - e. limiting eligibility for asylum and other relief from detention, return, or removal to the statutory criteria; and
 - f. refusing asylum and other relief from detention, return, or removal for those aliens who pose a danger to the United States, whether due to prior criminal history, the security of the United States, health, or some other bar.
- (2) Consult with Agency before taking any action or making any decision that could reduce immigration enforcement, increase the number of illegal aliens in the United States, or increase immigration benefits or eligibility for benefits for removable or inadmissible aliens. This includes policies, practices, or procedures which have as their purpose or effect:
 - a. reducing, redirecting, reprioritizing, relaxing, lessening, eliminating, or in any way modifying immigration enforcement;
 - b. decreasing the number of ICE agents within Agency's territorial jurisdiction performing immigration enforcement duties;
 - c. pausing or decreasing the number of returns or removals of removable or inadmissible aliens from the country;
 - d. decreasing the number of or criteria for detention of removable or inadmissible aliens from the country;
 - e. decreasing or pausing apprehensions or administrative arrests;

- f. increasing or declining to decrease the number of lawful, removable, or inadmissible aliens residing in the United States;
 - g. increasing, expanding, extending, or in any way changing the quantity or quality of immigration benefits or eligibility for these benefits or other discretionary actions for aliens; or
 - h. otherwise negatively impacting Agency.
- (3) Provide Agency with 180 days' written notice (in the manner provided for in Sections IV of this Agreement) of the proposed action and an opportunity to consult and comment on the proposed action, before taking any such action listed above.
- (4) Consider Agency's input and provide a detailed written explanation of the reasoning behind any decision to reject Agency's input before taking any action listed in Section III.A.2.
- (5) Err on the side of consulting with Agency in case of doubt as to whether DHS's action is implicated by this provision.

B. Agency agrees to:

- (1) Provide the support, cooperation, assistance, and information that is reasonably necessary for DHS to perform its missions.
- (2) To the extent permitted by Agency's budget and resources in the good-faith determination of the Arizona Attorney General, continue participating in law enforcement task forces, including working with Homeland Security Investigations as part of the Financial Crimes Task Force, Internet Crimes Against Children (ICAC) Task Force, and any applicable anti-human trafficking task force(s), as well as any future task forces on these subjects. DHS and Agency understand and agree that the specifics of cooperation for any particular task force may be governed by a separate agreement regarding the particular task force.
- (3) Honor and assist DHS, to the extent consistent with applicable state and federal law and when covered under Agency's jurisdiction, with (1) ICE or CBP "detainer requests" or "requests to hold" issued to Agency and (2) DHS requests for records or information from Agency.

IV. NOTICES

All notices required hereunder shall be given by certified United States mail, postage prepaid return receipt requested, and addressed to the respective parties at their addresses set forth below,

or at such other address as any party shall hereafter inform the other party by written notice. All written notices so given shall be deemed effective upon receipt.

Department of Homeland Security
Secretary of Homeland Security
Washington, DC 20528

U.S. Customs and Border Protection
Office of the Commissioner
1300 Pennsylvania Ave. NW
Washington, D.C. 20229

U.S. Immigration and Customs Enforcement
Office of the Director
500 12th Street SW
Washington, D.C. 20536

U.S. Citizenship and Immigration Services
Office of the Director
5900 Capital Gateway Drive
Suitland, MD 20746

Arizona Attorney General's Office
Attn: Chief Deputy Attorney General
2005 N. Central Avenue
Phoenix, AZ 85004

V. PENALTIES

Agency acknowledges the information it receives from DHS pursuant to this Agreement is governed by the Privacy Act, 5 U.S.C. section 552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this Agreement, or otherwise permitted by another agreement with DHS or applicable law, may be subject to civil or criminal penalties.

VI. INJUNCTIVE RELIEF

It is hereby agreed and acknowledged that it will be impossible to measure in money the damage that would be suffered if the parties fail to comply with any of the obligations herein imposed on them and that in the event of any such failure, an aggrieved party will be irreparably damaged and will not have an adequate remedy at law. Any such party shall, therefore, be entitled to injunctive relief (in addition to any other remedy to which it may be entitled in law or in equity), including specific performance, to enforce such obligations. If any action should be brought in

equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law.

VII. THIRD PARTY LIABILITY

Each party to this Agreement shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution or performance of this Agreement, whether civil or criminal, and retains responsibility for the payment of any corresponding liability.

Nothing in this Agreement is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any non-party to this Agreement against any party, its agencies, officers, or employees.

VIII. DISPUTE RESOLUTION

DHS and Agency will endeavor to the best of their ability to resolve their disputes informally and through consultation and communication. Disagreements on the interpretation of the provisions of this Agreement that cannot be resolved between the parties should be provided in writing to the heads of all parties for resolution. If settlement cannot be reached at this level, the disagreement may be adjudicated by invoking the judicial or alternative dispute resolution process.

IX. CONFLICTS

This Agreement constitutes the full agreement on this subject between DHS and Agency. Any inconsistency or conflict between or among the provisions of this Agreement will be resolved in the following order of precedence: (1) this Agreement and (2) other documents incorporated by reference in this Agreement.

X. SEVERABILITY

The Parties agree that if a binding determination is made that any term of this Agreement is unenforceable, such unenforceability shall not affect any other provision of this Agreement, and the remaining terms of this Agreement shall, unless prohibited by law, remain effective as if such unenforceable provision was never contained in this Agreement.

The parties additionally agree that if this Agreement is found to be unenforceable as to one or more of the parties comprising DHS, including the Department of Homeland Security, such unenforceability shall not affect the validity of this Agreement as to the remaining parties and this Agreement shall remain effective as if such party was never a party to this Agreement.

XI. ASSIGNMENT

Agency may not assign this Agreement, nor may it assign any of its rights or obligations under this Agreement. To the greatest extent possible, this Agreement shall inure to the benefit of, and be binding upon, any successors to DHS and Agency without restriction.

XII. WAIVER

No waiver by any party of any breach of any provision of this Agreement shall constitute a waiver of any other breach. Failure of any party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed to be a waiver thereof.

XIII. EFFECTIVE DATE

This Agreement shall be effective immediately when both the DHS authorized officials and the Agency authorized official have signed this Agreement. This Agreement shall continue in effect unless modified or terminated in accordance with the provisions of this Agreement.

XIV. MODIFICATION

This Agreement is subject to periodic review by DHS, its authorized agents or designees, and, if necessary, periodic modification or renewal, consistent with this Agreement's terms, to assure compliance with current law, policy, and standard operating procedures. This Agreement constitutes the complete Agreement between the parties for its stated purpose, and no modification or addition will be valid unless entered into by mutual consent of all parties evidenced in writing and signed by all parties.

Any party may accomplish a unilateral administrative modification to change POC information. A written bilateral modification (*i.e.*, agreed to and signed by authorized officials of all parties) is required to change any other term of this Agreement.

XV. TERMINATION

Any party may terminate its involvement in this Agreement by submitting a request in writing to the other parties and providing 180 days' notice of intent to terminate its involvement in this Agreement. The termination will be effective 180 days after the written termination request was submitted or upon a date agreed upon by all parties, whichever is earlier. Termination by one party of its involvement in this Agreement shall not terminate the Agreement as to the remaining parties.

XVI. STATUS

The foregoing constitutes the full agreement on this subject between DHS and Agency.

Nothing in this Agreement may be construed to (1) negate any right of action for a State, local government, other person, or other entity affected by this Agreement; or (2) alter the laws of the United States.

XVII. KNOWING AND VOLUNTARY ACKNOWLEDGMENT

The parties enter into this Agreement voluntarily, without coercion or duress, and fully understand its terms. The parties acknowledge they had an opportunity to review and reflect on this Agreement and have discussed its provisions with their respective counsel, if any. The parties attest they understand the effect of each of the provisions in this Agreement and that it is binding on all parties.

XVIII. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

XIX. FORMALIZATION

The undersigned represent that they are authorized to execute this Agreement on behalf of CBP, ICE, USCIS, and Agency, respectively.

Furthermore, the undersigned execute this Agreement on behalf of CBP, ICE, USCIS, Agency, respectively.

[Signatures on the following pages]

Signatures for the Department of Homeland Security, U.S. Customs and Border Protection,
U.S. Immigration and Customs Enforcement, and U.S. Citizenship and Immigration Services

DEPARTMENT OF HOMELAND SECURITY

U.S. CUSTOMS AND BORDER PROTECTION

Chad Wolf Date
Acting Secretary of Homeland Security
Signed individually and collectively²

Mark A. Morgan Date
Senior Official Performing the Duties of the Commissioner
Signed individually and collectively

U.S. CUSTOMS AND BORDER PROTECTION

U.S. CITIZENSHIP AND IMMIGRATION SERVICES

Robert E. Perez Date
Deputy Commissioner
Signed individually and collectively

Joseph B. Edlow Date
Deputy Director for Policy
Signed individually and collectively

U.S. CITIZENSHIP AND IMMIGRATION SERVICES

U.S. IMMIGRATIONS AND CUSTOMS ENFORCEMENT

Larry C. DeNayer Date
Acting Deputy Director for Operations
Signed individually and collectively

Tony H. Pham Date
Senior Official Performing the Duties of the Director
Signed individually and collectively

U.S. IMMIGRATIONS AND CUSTOMS ENFORCEMENT

Tae Johnson Date
Acting Deputy Director
Signed individually and collectively

² "Signed individually and collectively" as used here indicates that the agency is entering into this Agreement both (1) for itself, independently, and (2) along with the other entities that comprise DHS, collectively. Should one agency, for whatever reason, cease to be a party to this Agreement, the Agreement shall still survive for all other parties and be read and interpreted as if the removed party had never been a party to this Agreement.

Signature for the Arizona Attorney General's Office and the Arizona Department of Law

THE ARIZONA ATTORNEY GENERAL'S OFFICE AND THE ARIZONA DEPARTMENT OF LAW

 29 Dec 20
Mark Brnovich Date
Attorney General

Roysden, Beau

From: (b)(6)
Sent: Friday, January 8, 2021 4:28 PM
To: Roysden, Beau; (b)(6)
Cc: Kanefield, Joe; Kredit, Joshua
Subject: RE: Agency Contact Info
Attachments: 20-4615 FINAL SAFE MOU between DHS and AZ 1.8.21.pdf

Dear Sirs,

Please find enclosed an executed copy of the MOU between DHS and Arizona. Thank you.

Please feel welcome to call me any time. I am here at your service.

Respectfully yours,

(b)(6)
Deputy General Counsel
U.S. Department of Homeland Security

(b)(6)

***** Warning *** Attorney/Client Privilege *** Attorney Work Product *** Pre-Decisional/Definitive/Confidential*****
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From: Roysden, Beau
Sent: Tuesday, December 29, 2020 4:31 PM
To: (b)(6)
Cc: Kanefield, Joe ; Kredit, Joshua
Subject: RE: Agency Contact Info

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact your component SOC with questions or concerns.

(b)(6)

Please find attached a scan of the MOU executed by General Brnovich. We are sending you the original by FedEx.

When DHS has executed, please send us back a copy at your earliest convenience.

Please do not hesitate to contact me if you need anything else. Thank you again.

Sincerely,
Beau Roysden

(b)(6)

From: (b)(6)
Sent: Tuesday, December 29, 2020 12:47 PM
To: Roysden, Beau (b)(6)
Cc: Kanefield, Joe; Kredit, Joshua
Subject: Re: Agency Contact Info

Thank you very much, Mr. Roysden. Your message is greatly appreciated. We are fine with your suggestions. Kindly send us an executed copy when the General has signed it.

Respectfully yours,

(b)(6)

Deputy General Counsel
U.S. Department of Homeland Security

(b)(6)

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From: Roysden, Beau
Sent: Tuesday, December 29, 2020 1:10:17 PM
To: (b)(6)
Cc: Kanefield, Joe ; Kredit, Joshua
Subject: RE: Agency Contact Info

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact your component SOC with questions or concerns.

Dear (b)(6)

Please see attached a clean and redline with some edits to the draft agreement. If these are acceptable, we will send to General Brnovich for signature. Please let us know at your earliest convenience.

Sincerely,

Beau Roysden
Arizona Attorney General Mark Brnovich's Office

(b)(6)

From: (b)(6)

Sent: Wednesday, December 23, 2020 2:42 PM

To: Roysden, Beau

Cc: Kanefield, Joe; Kredit, Joshua

Subject: RE: Agency Contact Info

Importance: High

Thank you very much, Sir. It was great to speak with you. An honor to collaborate with you and the Attorney General on this important matter.

Please find enclosed the draft MOU.

Respectfully yours,

(b)(6)

Deputy General Counsel

U.S. Department of Homeland Security

(b)(6)

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From: Roysden, Beau

Sent: Wednesday, December 23, 2020 3:57 PM

To: (b)(6)

Cc: Kanefield, Joe ; Kredit, Joshua

Subject: Agency Contact Info

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact your component SOC with questions or concerns.

Dear (b)(6)

The official name of our agency is: the Arizona Attorney General's Office and the Arizona Department of Law

Point of Contact: Joseph A. Kanefield, Chief Deputy Attorney General

Mailing Address: 2005 N. Central Ave., Phoenix AZ 85004

Sincerely,
Beau Roysden
Solicitor General
Arizona Attorney General's Office

**AGREEMENT BETWEEN THE DEPARTMENT OF HOMELAND SECURITY AND
THE ARIZONA ATTORNEY GENERAL'S OFFICE AND THE ARIZONA
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- (3) U.S. Immigration and Customs Enforcement (ICE), and
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and on the other hand:

- (5) the Arizona Attorney General's Office and the Arizona Department of Law (Agency).

I. AUTHORITY

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- (1) Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359, as amended.
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- (3) Privacy Act, 5 U.S.C. Section 552a, as amended.
- (4) The Inter-Governmental Cooperation Act, 31 U.S.C. Section 6501, *et seq.* as amended.
- (5) Homeland Security Act of 2002, 116 Stat. 2135, 6 U.S.C. Section 101, *et seq.* as amended.
- (6) Immigration and Nationality Act, 8 U.S.C. Section 1101, *et seq.* as amended.

II. PURPOSE AND COMMITMENT

DHS recognizes that Agency, like other state agencies and municipalities, is directly and concretely affected by changes to DHS rules and policies that have the effect of easing, relaxing, or limiting immigration enforcement. Such changes can negatively impact Agency's law enforcement needs and budgets, as well as its other important health, safety, and pecuniary interests of the State of Arizona. The harm to Agency is particularly acute where Agency's

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budget has been set months or years in advance and it has no time to adjust its budget to respond to DHS policy changes. Specifically, DHS recognizes that the following actions result in direct and concrete injuries to Agency, including increasing the rate of crime, consumption of public benefits and services, strain upon the healthcare system, and harm to the environment, as well as increased economic competition with the State of Arizona's current residents for, among other things, employment, housing, goods and services:

- (1) a decrease of any immigration enforcement priorities;
- (2) a voluntary reduction in the number of DHS agents performing immigration enforcement functions;
- (3) a decrease or pause on returns or removals of removable or inadmissible aliens;
- (4) a decrease or pause on apprehensions or administrative arrests;
- (5) relaxation of the standards for granting relief from return or removal, such as asylum;
- (6) an increase in releases from detention;
- (7) a relaxation of the standards for granting release from detention;
- (8) changes to immigration benefits or eligibility, including work authorization, discretionary actions, or discretionary decisions; and
- (9) rules, policies, procedures, and decisions that could result in significant increases to the number of people residing in a community.

At the same time, Agency recognizes that DHS relies on cooperation with Agency and information shared by Agency to carry out DHS's functions, including but not limited to combating financial crimes, internet crimes against children, and human trafficking, as well as immigration enforcement. Any decrease in a State's or municipality's cooperation or information sharing with DHS can result in a decrease in these law enforcement priorities.

To that end, this Agreement establishes a binding and enforceable commitment between DHS and Agency, in which Agency will provide information and assistance to help DHS perform its border security, legal immigration, immigration enforcement, national security, and other law enforcement missions in exchange for DHS's commitment to consult Agency and consider its views before taking any action, adopting or modifying a policy or procedure, or making any decision that could:

- (1) reduce, redirect, reprioritize, relax, or in any way modify immigration enforcement;
- (2) decrease the number of ICE agents performing immigration enforcement duties;
- (3) pause or decrease the number of returns or removals of removable or inadmissible aliens from the country;
- (4) increase or decline to decrease the number of lawful, removable, or inadmissible aliens;
- (5) increase or decline to decrease the number of releases from detention;
- (6) relax the standards for granting relief from return or removal, such as asylum;

- (7) relax the standards for granting release from detention;
- (8) relax the standards for, or otherwise decrease the number of, apprehensions or administrative arrests;
- (9) increase, expand, extend, or in any other way change the quantity and quality of immigration benefits or eligibility for other discretionary actions for aliens; or
- (10) otherwise negatively impact Agency.

In case of doubt, DHS will err on the side of consulting with Agency.

III. RESPONSIBILITIES

A. DHS agrees to:

- (1) Utilize its immigration authorities, to the maximum extent possible, to prioritize the protection of the United States and its existing communities. This includes:
 - a. enforcing the immigration laws of the United States to prohibit the entry into, and promote the return or removal from, the United States of inadmissible and removable aliens;
 - b. enforcing the immigration laws of the United States to prioritize detention over release of inadmissible and removable aliens;
 - c. enforcing the immigration laws of the United States to apprehend and administratively arrest inadmissible and removable aliens;
 - d. eliminating incentives and so-called "pull factors" for illegal immigration;
 - e. limiting eligibility for asylum and other relief from detention, return, or removal to the statutory criteria; and
 - f. refusing asylum and other relief from detention, return, or removal for those aliens who pose a danger to the United States, whether due to prior criminal history, the security of the United States, health, or some other bar.
- (2) Consult with Agency before taking any action or making any decision that could reduce immigration enforcement, increase the number of illegal aliens in the United States, or increase immigration benefits or eligibility for benefits for removable or inadmissible aliens. This includes policies, practices, or procedures which have as their purpose or effect:
 - a. reducing, redirecting, reprioritizing, relaxing, lessening, eliminating, or in any way modifying immigration enforcement;
 - b. decreasing the number of ICE agents within Agency's territorial jurisdiction performing immigration enforcement duties;
 - c. pausing or decreasing the number of returns or removals of removable or inadmissible aliens from the country;
 - d. decreasing the number of or criteria for detention of removable or inadmissible aliens from the country;
 - e. decreasing or pausing apprehensions or administrative arrests;

- f. increasing or declining to decrease the number of lawful, removable, or inadmissible aliens residing in the United States;
 - g. increasing, expanding, extending, or in any way changing the quantity or quality of immigration benefits or eligibility for these benefits or other discretionary actions for aliens; or
 - h. otherwise negatively impacting Agency.
- (3) Provide Agency with 180 days' written notice (in the manner provided for in Sections IV of this Agreement) of the proposed action and an opportunity to consult and comment on the proposed action, before taking any such action listed above.
 - (4) Consider Agency's input and provide a detailed written explanation of the reasoning behind any decision to reject Agency's input before taking any action listed in Section III.A.2.
 - (5) Err on the side of consulting with Agency in case of doubt as to whether DHS's action is implicated by this provision.
- B. Agency agrees to:
- (1) Provide the support, cooperation, assistance, and information that is reasonably necessary for DHS to perform its missions.
 - (2) To the extent permitted by Agency's budget and resources in the good-faith determination of the Arizona Attorney General, continue participating in law enforcement task forces, including working with Homeland Security Investigations as part of the Financial Crimes Task Force, Internet Crimes Against Children (ICAC) Task Force, and any applicable anti-human trafficking task force(s), as well as any future task forces on these subjects. DHS and Agency understand and agree that the specifics of cooperation for any particular task force may be governed by a separate agreement regarding the particular task force.
 - (3) Honor and assist DHS, to the extent consistent with applicable state and federal law and when covered under Agency's jurisdiction, with (1) ICE or CBP "detainer requests" or "requests to hold" issued to Agency and (2) DHS requests for records or information from Agency.

IV. NOTICES

All notices required hereunder shall be given by certified United States mail, postage prepaid return receipt requested, and addressed to the respective parties at their addresses set forth below,

or at such other address as any party shall hereafter inform the other party by written notice. All written notices so given shall be deemed effective upon receipt.

Department of Homeland Security
Secretary of Homeland Security
Washington, DC 20528

U.S. Customs and Border Protection
Office of the Commissioner
1300 Pennsylvania Ave. NW
Washington, D.C. 20229

U.S. Immigration and Customs Enforcement
Office of the Director
500 12th Street SW
Washington, D.C. 20536

U.S. Citizenship and Immigration Services
Office of the Director
5900 Capital Gateway Drive
Suitland, MD 20746

Arizona Attorney General's Office
Attn: Chief Deputy Attorney General
2005 N. Central Avenue
Phoenix, AZ 85004

V. PENALTIES

Agency acknowledges the information it receives from DHS pursuant to this Agreement is governed by the Privacy Act, 5 U.S.C. section 552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this Agreement, or otherwise permitted by another agreement with DHS or applicable law, may be subject to civil or criminal penalties.

VI. INJUNCTIVE RELIEF

It is hereby agreed and acknowledged that it will be impossible to measure in money the damage that would be suffered if the parties fail to comply with any of the obligations herein imposed on them and that in the event of any such failure, an aggrieved party will be irreparably damaged and will not have an adequate remedy at law. Any such party shall, therefore, be entitled to injunctive relief (in addition to any other remedy to which it may be entitled in law or in equity), including specific performance, to enforce such obligations. If any action should be brought in

equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law.

VII. THIRD PARTY LIABILITY

Each party to this Agreement shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution or performance of this Agreement, whether civil or criminal, and retains responsibility for the payment of any corresponding liability.

Nothing in this Agreement is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any non-party to this Agreement against any party, its agencies, officers, or employees.

VIII. DISPUTE RESOLUTION

DHS and Agency will endeavor to the best of their ability to resolve their disputes informally and through consultation and communication. Disagreements on the interpretation of the provisions of this Agreement that cannot be resolved between the parties should be provided in writing to the heads of all parties for resolution. If settlement cannot be reached at this level, the disagreement may be adjudicated by invoking the judicial or alternative dispute resolution process.

IX. CONFLICTS

This Agreement constitutes the full agreement on this subject between DHS and Agency. Any inconsistency or conflict between or among the provisions of this Agreement will be resolved in the following order of precedence: (1) this Agreement and (2) other documents incorporated by reference in this Agreement.

X. SEVERABILITY

The Parties agree that if a binding determination is made that any term of this Agreement is unenforceable, such unenforceability shall not affect any other provision of this Agreement, and the remaining terms of this Agreement shall, unless prohibited by law, remain effective as if such unenforceable provision was never contained in this Agreement.

The parties additionally agree that if this Agreement is found to be unenforceable as to one or more of the parties comprising DHS, including the Department of Homeland Security, such unenforceability shall not affect the validity of this Agreement as to the remaining parties and this Agreement shall remain effective as if such party was never a party to this Agreement.

XI. ASSIGNMENT

Agency may not assign this Agreement, nor may it assign any of its rights or obligations under this Agreement. To the greatest extent possible, this Agreement shall inure to the benefit of, and be binding upon, any successors to DHS and Agency without restriction.

XII. WAIVER

No waiver by any party of any breach of any provision of this Agreement shall constitute a waiver of any other breach. Failure of any party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed to be a waiver thereof.

XIII. EFFECTIVE DATE

This Agreement shall be effective immediately when both the DHS authorized officials and the Agency authorized official have signed this Agreement. This Agreement shall continue in effect unless modified or terminated in accordance with the provisions of this Agreement.

XIV. MODIFICATION

This Agreement is subject to periodic review by DHS, its authorized agents or designees, and, if necessary, periodic modification or renewal, consistent with this Agreement's terms, to assure compliance with current law, policy, and standard operating procedures. This Agreement constitutes the complete Agreement between the parties for its stated purpose, and no modification or addition will be valid unless entered into by mutual consent of all parties evidenced in writing and signed by all parties.

Any party may accomplish a unilateral administrative modification to change POC information. A written bilateral modification (*i.e.*, agreed to and signed by authorized officials of all parties) is required to change any other term of this Agreement.

XV. TERMINATION

Any party may terminate its involvement in this Agreement by submitting a request in writing to the other parties and providing 180 days' notice of intent to terminate its involvement in this Agreement. The termination will be effective 180 days after the written termination request was submitted or upon a date agreed upon by all parties, whichever is earlier. Termination by one party of its involvement in this Agreement shall not terminate the Agreement as to the remaining parties.

XVI. STATUS

The foregoing constitutes the full agreement on this subject between DHS and Agency.

Nothing in this Agreement may be construed to (1) negate any right of action for a State, local government, other person, or other entity affected by this Agreement; or (2) alter the laws of the United States.

XVII. KNOWING AND VOLUNTARY ACKNOWLEDGMENT

The parties enter into this Agreement voluntarily, without coercion or duress, and fully understand its terms. The parties acknowledge they had an opportunity to review and reflect on this Agreement and have discussed its provisions with their respective counsel, if any. The parties attest they understand the effect of each of the provisions in this Agreement and that it is binding on all parties.

XVIII. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

XIX. FORMALIZATION

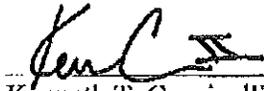
The undersigned represent that they are authorized to execute this Agreement on behalf of CBP, ICE, USCIS, and Agency, respectively.

Furthermore, the undersigned execute this Agreement on behalf of CBP, ICE, USCIS, Agency, respectively.

[Signatures on the following pages]

Signature for the Department of Homeland Security

DEPARTMENT OF HOMELAND SECURITY



1/8/2021

Kenneth T. Cuccinelli II

Date

Senior Official Performing the Duties of the Deputy Secretary

Signed individually and collectively²

² "Signed individually and collectively" as used here indicates that the agency is entering into this Agreement both (1) for itself, independently, and (2) along with the other entities that comprise DHS, collectively. Should one agency, for whatever reason, cease to be a party to this Agreement, this Agreement shall still survive for all other parties and be read and interpreted as if the removed party had never been a party to this Agreement.

Signature for the Arizona Attorney General's Office and the Arizona Department of Law

THE ARIZONA ATTORNEY GENERAL'S OFFICE AND THE ARIZONA DEPARTMENT OF LAW

 29 Dec 20

Mark Brnovich
Attorney General

Date

Roysden, Beau

From: Roysden, Beau
Sent: Friday, January 8, 2021 4:30 PM
To: (b)(6)
Cc: Kanefield, Joe; Kredit, Joshua
Subject: RE: Agency Contact Info

Messrs. (b)(6)

Confirming receipt. Thank you very much.

Sincerely,
Beau Roysden
Arizona Attorney General Mark Brnovich's Office

From: (b)(6)
Sent: Friday, January 8, 2021 4:28 PM
To: Roysden, Beau; (b)(6)
Cc: Kanefield, Joe; Kredit, Joshua
Subject: RE: Agency Contact Info

Dear Sirs,

Please find enclosed an executed copy of the MOU between DHS and Arizona. Thank you.

Please feel welcome to call me any time. I am here at your service.

Respectfully yours,

(b)(6)
Deputy General Counsel
U.S. Department of Homeland Security

(b)(6)

***** Warning *** Attorney/Client Privilege *** Attorney Work Product *** Pre-Decisional/Deliberative/Confidential*****
This communication and any attachments may contain confidential and/or sensitive attorney/client privileged information or attorney work product and/or law enforcement sensitive information. It is not for release, review, retransmission, dissemination, or use by anyone other than the intended recipient. Please notify the sender if this email has been misdirected and immediately destroy all originals and copies. Furthermore, do not print, copy, re-transmit, disseminate, or otherwise use this information. Any disclosure of this communication or its attachments must be approved by the Office of the General Counsel, U.S. Department of Homeland Security. This document is for INTERNAL GOVERNMENT USE ONLY and may be exempt from disclosure under the Freedom of Information Act, 5 U.S.C. §§ 552(b)(5), (b)(7).

From: Roysden, Beau <Beau.Roysden@azag.gov>
Sent: Tuesday, December 29, 2020 4:31 PM
To: (b)(6)

Cc: Kaneffeld, Joe <Joe.Kaneffeld@azag.gov>; Kredt, Joshua <Joshua.Kredt@azag.gov>
Subject: RE: Agency Contact Info

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact your component SOC with questions or concerns.

(b)(6)

Please find attached a scan of the MOU executed by General Brnovich. We are sending you the original by FedEx.

When DHS has executed, please send us back a copy at your earliest convenience.

Please do not hesitate to contact me if you need anything else. Thank you again.

Sincerely,
Beau Roysden

(b)(6)

From: (b)(6)
Sent: Tuesday, December 29, 2020 12:47 PM
To: Roysden, Beau; (b)(6)
Cc: Kaneffeld, Joe; Kredt, Joshua
Subject: Re: Agency Contact Info

Thank you very much, Mr. Roysden. Your message is greatly appreciated. We are fine with your suggestions. Kindly send us an executed copy when the General has signed it.

Respectfully yours,

(b)(6)

Deputy General Counsel
U.S. Department of Homeland Security

(b)(6)

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From: Roysden, Beau <Beau.Roysden@azag.gov>
Sent: Tuesday, December 29, 2020 1:10:17 PM
To: (b)(6)

Cc: Kanefield, Joe <Joe.Kanefield@azag.gov>; Kredit, Joshua <Joshua.Kredit@azag.gov>
Subject: RE: Agency Contact Info

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Dear (b)(6)

Please see attached a clean and redline with some edits to the draft agreement. If these are acceptable, we will send to General Brnovich for signature. Please let us know at your earliest convenience.

Sincerely,

Beau Roysden
Arizona Attorney General Mark Brnovich's Office

(b)(6)

From: (b)(6)
Sent: Wednesday, December 23, 2020 2:42 PM
To: Roysden, Beau
Cc: Kanefield, Joe; Kredit, Joshua
Subject: RE: Agency Contact Info
Importance: High

Thank you very much, Sir. It was great to speak with you. An honor to collaborate with you and the Attorney General on this important matter.

Please find enclosed the draft MOU.

Respectfully yours,

(b)(6)

Deputy General Counsel
U.S. Department of Homeland Security

(b)(6)

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From: Roysden, Beau <Beau.Roysden@azag.gov>
Sent: Wednesday, December 23, 2020 3:57 PM
To: (b)(6)

Cc: Kanefield, Joe <Joe.Kanefield@azag.gov>; Kredit, Joshua <Joshua.Kredit@azag.gov>
Subject: Agency Contact Info

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Dear (b)(6)

The official name of our agency is: the Arizona Attorney General's Office and the Arizona Department of Law

Point of Contact: Joseph A. Kanefield, Chief Deputy Attorney General

Mailing Address: 2005 N. Central Ave., Phoenix AZ 85004

Sincerely,
Beau Roysden
Solicitor General
Arizona Attorney General's Office

Roysden, Beau

From: Roysden, Beau
Sent: Friday, January 8, 2021 5:06 PM
To: (b)(6)
Cc: Kanefield, Joe; Kredit, Joshua
Subject: RE: Agency Contact Info

No problem at all. We're very glad to enter into the MOU.

Sincerely,
Beau Roysden

From: (b)(6)
Sent: Friday, January 8, 2021 4:35 PM
To: Roysden, Beau; (b)(5)
Cc: Kanefield, Joe; Kredit, Joshua
Subject: Re: Agency Contact Info

Thanks so much, Beau. Sorry this took so long to get back to you.

(b)(6)
(b)(6)

From: Roysden, Beau <Beau.Roysden@azag.gov>
Sent: Friday, January 8, 2021 6:30:24 PM
To: (b)(6)
Cc: Kanefield, Joe <Joe.Kanefield@azag.gov>; Kredit, Joshua <Joshua.Kredit@azag.gov>
Subject: RE: Agency Contact Info

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Messrs. (b)(6)

Confirming receipt. Thank you very much.

Sincerely,
Beau Roysden
Arizona Attorney General Mark Brnovich's Office

(b)(6)

From: (b)(6)
Sent: Friday, January 8, 2021 4:28 PM
To: Roysden, Beau; (b)(6)
Cc: Kanefield, Joe; Kredit, Joshua
Subject: RE: Agency Contact Info

Dear Sirs,

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Please feel welcome to call me any time. I am here at your service.

Respectfully yours,

(b)(6)

Deputy General Counsel
U.S. Department of Homeland Security

(b)(6)

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Sent: Tuesday, December 29, 2020 4:31 PM

To: (b)(6)

Cc: Kanefield, Joe <Joe.Kanefield@azag.gov>; Kredit, Joshua <Joshua.Kredit@azag.gov>

Subject: RE: Agency Contact Info

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(b)(6)

Please find attached a scan of the MOU executed by General Brnovich. We are sending you the original by FedEx.

When DHS has executed, please send us back a copy at your earliest convenience.

Please do not hesitate to contact me if you need anything else. Thank you again.

Sincerely,

Beau Roysden

(b)(6)

From: (b)(6)

Sent: Tuesday, December 29, 2020 12:47 PM

To: Roysden, Beau; (b)(6)

Cc: Kanefield, Joe; Kredit, Joshua

Subject: Re: Agency Contact Info

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(b)(6)

Deputy General Counsel
U.S. Department of Homeland Security

(b)(6)

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Sincerely,

Beau Roysden
Arizona Attorney General Mark Brnovich's Office

(b)(6)

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To: Roysden, Beau
Cc: Kaneffeld, Joe; Kredit, Joshua
Subject: RE: Agency Contact Info
Importance: High

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Please find enclosed the draft MOU.

Respectfully yours,

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Deputy General Counsel
U.S. Department of Homeland Security

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Sent: Wednesday, December 23, 2020 3:57 PM

To: (b)(6)

Cc: Kanefield, Joe <Joe.Kanefield@azag.gov>; Kredit, Joshua <Joshua.Kredit@azag.gov>

Subject: Agency Contact Info

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Dear (b)(6)

The official name of our agency is: the Arizona Attorney General's Office and the Arizona Department of Law

Point of Contact: Joseph A. Kanefield, Chief Deputy Attorney General

Mailing Address: 2005 N. Central Ave., Phoenix AZ 85004

Sincerely,
Beau Roysden
Solicitor General
Arizona Attorney General's Office