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**IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY
CIVIL DIVISION**

: Docket No. _____
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:
:
:
: CIVIL ACTION

VS.

Defendants.

You have been sued in court. If you wish to defend against the claims set forth in the following pages you must take action within twenty (20) days after this complaint and notice are served by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or

relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE GO TO OR TELEPHONE THE OFFICES SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Bucks County Bar Association
135 East State Street
Doylestown, PA 18901
Phone (215) 348-9413, 1-800-479-8585
www.bucksbar.org

PA Bar Association: www.pabar.org

/s/Stephen A. Loney, Jr.
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Docket No. _____

CIVIL ACTION

Defendants.

1

Defendant Frederick A. Harran (“Sheriff Harran”) from implementing an illegal, *ultra vires* agreement entered into with the United States Immigration and Customs Enforcement Agency (“ICE”) without the required authorization of Bucks County’s (“County”) governing body. In support of this action, Plaintiffs aver as follows:

NATURE OF THE ACTION

1. Sheriff Harran unilaterally signed an agreement with ICE, which on information and belief, purports to dedicate County resources, personnel, and taxpayer funds to perform federal immigration enforcement duties normally reserved for federal ICE agents. Such agreements are commonly referred to as “287(g) agreements,” referencing subsection 287(g) of the Immigration and Nationality Act, 8 U.S.C. § 1357(g).

2. Through 287(g) agreements, ICE seeks to deputize local law enforcement personnel to carry out ICE’s immigration enforcement goals by investigating, apprehending, and detaining non-citizens at ICE’s direction, and under the ultimate supervision of the Secretary of the United States Department of Homeland Security. 287(g) agreements require local authorities to take on these federal functions at the local municipality’s expense.

3. Such agreements accomplish little more than syphoning important County resources, already stretched thin, to serve the goals of the federal immigration enforcement agency while eroding “the hard-won trust, communication and cooperation from the immigrant community,”¹ ultimately undermining public safety at the local level. Such agreements have been proven to open the door to harmful and insidious racial profiling, poor jail conditions, and other

¹ M.C.C. Immigration Committee, *M.C.C. Immigration Committee Recommendations for Enforcement of Immigration Laws By Local Police Agencies*, MAJOR CITIES CHIEFS ASSOCIATION, June 6, 2006, available at <https://images.procon.org/wp-content/uploads/sites/40/recommendationsforenforcementofimmigrationlawsbylocalpoliceagencies.pdf>.

civil rights violations,² all of which expose the County and its taxpayers to liability. Entering into such an agreement in Bucks County would be contrary to County leadership’s express decision to leave federal immigration enforcement to federal authorities in light of its determination that “entering into a 287(g) agreement with ICE is not an appropriate use of Bucks County taxpayer resources given the unfunded nature of this program and the potential for liability.”³

4. Sheriff Harran signed this agreement to hand supervision of County officers to federal authorities, to increase strain on County resources, and to divert Sheriff’s Office personnel and resources away from its core duties, without seeking or obtaining County Commissioner approval for this intergovernmental cooperation agreement, as is expressly required by the ICA, 53 Pa.C.S. §§ 2301-2307.

5. Indeed, when the County Board of Commissioners (“County Board”) learned of Sheriff Harran’s unilateral attempt to bind a County office to a 287(g) agreement, rather than passing the type of ordinance or resolution that would authorize the Sheriff to enter into such a cooperation agreement, the Commission passed a resolution specifically disavowing the purported agreement as “unauthorized” and “not approved or delegated for approval by the Board of Commissioners.” *See* Ex. A at 2.

² *See* ACLU Research Report, *License to Abuse: How ICE’s 287(g) Program Empowers Racists Sheriffs and Civil Rights Violations*, AMERICAN CIVIL LIBERTIES UNION, April 26, 2022, available at <https://www.aclu.org/publications/license-abuse-how-ices-287g-program-empowers-racist-sheriffs>.

³ A true and correct copy of the May 21, 2025 “RESOLUTION OF THE COUNTY OF BUCKS, COMMONWEALTH OF PENNSYLVANIA, REGARDING BOARD OF COMMISSIONER AUTHORITY OVER CONTRACTUAL AGREEMENTS WITH THE U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT” is attached hereto as “Exhibit A.”

6. Sheriff Harran has refused to heed the direction of the County Board, instead defiantly proceeding to implement an agreement that is *ultra vires* and void as a matter of Pennsylvania law.

7. Absent an injunction, Plaintiffs will be irreparably harmed, as Sheriff Harran will proceed to commit County officers to harmful federal immigration enforcement activities, at the expense of the Bucks County taxpayers and to the detriment of the Sheriff's core duties, which the Sheriff's Office is obligated to perform for all County residents, including non-citizen residents and immigrant communities.

JURISDICTION AND VENUE

8. This Court has original jurisdiction over this action for declaratory and injunctive relief pursuant to 42 Pa.C.S. §§ 931(a) and 7532.

9. Venue is proper in this Court, as the subject matter of this litigation arises within the boundaries of Bucks County, Pennsylvania and involves the conduct of Bucks County officials.

PARTIES

10. Plaintiff Make the Road PA is a non-profit, membership-based organization formed in 2014 that builds the power of the working-class in Latino/a and other communities to achieve dignity and justice through organizing, policy innovation, and education services. Make the Road PA has members throughout Pennsylvania, including Bucks County. Make the Road PA brings this litigation on behalf of its Bucks County members, who are all people of Latino/a descent and who fear racial profiling if Sheriff Harran's 287(g) agreement goes into effect allowing local law enforcement authorities to conduct warrantless interrogations, arrests, and detentions based on the suspicion or belief that someone is a non-citizen. Make the Road PA's members in Bucks County possess identities that, based on the findings of the U.S. Department of Justice, have been subject

to increased profiling by local law enforcement authorities empowered to conduct warrantless searches, arrests, and detentions of those they believe to be non-citizens under 287(g) agreements.⁴

11. Plaintiff NAACP Bucks is a non-profit, non-partisan organization whose mission is to achieve equity, political rights, and social inclusion by advancing policies and practices that expand human and civil rights, eliminate discrimination, and accelerate the well-being, education, and economic security of Black people and all persons of color. It works to improve the political, educational, social, and economic status of African-Americans and other racial and ethnic minorities, to eliminate racial prejudice, and to take lawful action to secure the elimination of racial discrimination, among other objectives. NAACP Bucks has hundreds of members who are subject to the jurisdiction of the Bucks County Sheriff's Office, including at least 7% of whom are non-citizens or of Latino/a descent. NAACP Bucks members and other people of color it serves possess identities that, based on the findings of the U.S. Department of Justice, have been subject to increased profiling by local law enforcement authorities empowered to conduct warrantless searches, arrests, and detentions of those they believe to be non-citizens under 287(g) agreements. Sheriff Harran's 287(g) agreement with ICE has already caused NAACP Bucks to divert time and resources to advocacy and education efforts surrounding this agreement and the rights of impacted Bucks County residents. And if Sheriff Harran's 287(g) agreement goes into effect, allowing local law enforcement authorities to conduct warrantless interrogations, arrests, and detentions based on the suspicion or belief that someone is a non-citizen, NAACP Bucks will have to expend additional

⁴ The results of the Department of Justice's investigation into the Maricopa County, Arizona Sheriff's Office's conduct under its 287(g) agreement can be found at *Maricopa County Sheriff's Office Findings Letter*, U.S. DEPARTMENT OF JUSTICE, CIVIL RIGHTS DIVISION (Dec. 15, 2011), https://www.justice.gov/sites/default/files/crt/legacy/2011/12/15/mcso_findletter_12-15-11.pdf.

time and resources addressing increased complaints of racial profiling and police misconduct impacting people of color in Bucks County.

12. Plaintiff BuxMont UU is a non-profit religious congregation based in Warrington, PA, a township in Bucks County. BuxMont UU's mission includes serving the social and spiritual needs of its members; creating a nurturing religious community; and promoting care, respect, and dignity for all people, both inside and outside the church. The BuxMont UU congregation includes immigrants, congregants with immigrant family members, and people of color who possess identities that expose them to an increased risk of being profiled for citizenship status. Sheriff Harran's unilateral attempt to enter into a 287(g) agreement will frustrate BuxMont UU's mission and force BuxMont UU to divert resources by placing BuxMont UU's members and constituents in fear of warrantless detentions and interrogations of themselves and/or their family and religious community members, requiring BuxMont UU's staff to devote substantial time and resources to delivering pastoral and spiritual care to impacted members and constituents. Devoting staff time to such additional pastoral and spiritual care will take away from BuxMont UU's resources to work on other congregational priorities, such as its routine religious services and education. Sheriff Harran's unlawful 287(g) agreement also frustrates BuxMont UU's religious mission. BuxMont UU's religious mission includes a "covenant to dismantle racism and all forms of systemic oppression." *Our Covenant, Vision, Mission and Values*, BUXMONTUU, <https://buxmontuu.org/home/im-new-2/our-covenant-vision-and-mission/>. Implementation of Sheriff Harran's 287(g) agreement would frustrate BuxMont UU's mission, because the enforcement of 287(g) agreements has historically led to racial profiling and civil rights violations against racial and ethnic minorities. BuxMont UU's religious mission also "support[s] the use of inclusive democratic processes to make decisions within ... society at large." *Id.* This aspect of

BuxMont UU's mission is frustrated by Sheriff Harran's undemocratic execution of the 287(g) agreement without approval of the duly elected Board of Commissioners. BuxMont UU's religious mission also includes a "declar[ation] that every person is inherently worthy and has the right to flourish with dignity, love, and compassion." *Id.* Sheriff Harran's unlawful 287(g) agreement threatens to frustrate BuxMont UU's mission because it will lead to the targeting and profiling of people based on perceptions of their race and national origins.

13. Plaintiff Juan Navia is a Bucks County resident, voter, and taxpayer. Mr. Navia voted in the most recent Bucks County Commissioners election and thus has an interest in seeing the will of County voters honored by allowing the duly elected County Board decide for the County whether to enter into intergovernmental cooperation agreements. Mr. Navia also has a vested interest in proper use of the County's tax dollars and is thus harmed by Sheriff Harran's unilateral decision to dedicate County funds to federal immigration enforcement priorities. Moreover, though Mr. Navia is a U.S. citizen, he is at increased risk of profiling, as a person of color and of Latino descent with a Latino surname, if Sheriff Harran's 287(g) agreement goes into effect allowing local law enforcement authorities to conduct warrantless interrogations, arrests, and detentions based on the suspicion or belief that someone is a non-citizen.

14. Defendant Frederick A. Harran is the Sheriff of Bucks County. In that capacity, he is the head of the County Sheriff's Office. As County Sheriff, Sheriff Harran is a local law enforcement officer responsible for maintaining peace and order and upholding the law in the County. He is responsible under Pennsylvania law for, among other things, serving criminal warrants and civil process, ensuring security in Bucks County courts, transporting criminal defendants for court appearances, enforcing court-ordered commitments of incarceration, administering court-ordered property sales, gun permitting, issuing licenses and processing

applications for licenses to carry firearms, and enforcing other judicial mandates from the Bucks County courts. For example, at any given time, the Sheriff's Office has thousands of outstanding warrants to serve. As of January 2025, the County Sheriff's Office reportedly had 6,626 outstanding warrants, a number that had decreased by just 1,174 since 2022. Tom Sofield, *Sheriff Reports Progress In Reducing Number Of Warrants*, NewtownPANow.com, January 24, 2025, available at <https://newtownpanow.com/2025/01/24/sheriff-reports-progress-in-reducing-number-of-warrants/>. If unfunded immigration enforcement is added to the Office's list of duties, it would be further limited in its ability to serve warrants and meet the other obligations of the Office. On information and belief, Sheriff Harran is the signatory to the unauthorized 287(g) agreement at issue here. Sheriff Harran is sued in his official capacity as County Sheriff. He is also sued in his individual capacity, as the County Board has recognized that he was not acting within his lawful powers when he executed the 287(g) agreement without approval by the County Board. *See Ex. A at 2.*

15. Defendant Bucks County ("County") is a municipality located in the Commonwealth of Pennsylvania. The County acts through its Board of Commissioners, which is vested with the corporate power of the County pursuant to 16 Pa.C.S. § 12107, and is the "governing authority" for the County and all of its departments, including the Bucks County Sheriff's Office, for the purposes of the ICA. The County has failed to take necessary and appropriate steps to stop Sheriff Harran from implementing his unlawfully-executed 287(g) agreement.

FACTS

16. The federal government, via ICE, has a program of enlisting local law enforcement officials to perform certain immigration officer functions normally reserved for federal ICE agents,

including the investigation, apprehension, and detention of non-citizens. Such agreements are commonly referred to as “287(g) agreements,” referencing subsection 287(g) of the Immigration and Nationality Act.

17. 287(g) agreements purport to delegate federal immigration enforcement to local law enforcement to “carry out such function at the expense of the State or political subdivision and *to the extent consistent with State and local law.*” 8 U.S.C. § 1357(g)(1) (emphasis added).

18. Under such agreements, ICE requires local officials to agree, among other things: to acquire knowledge of, and adhere to, federal immigration law, at the locality’s expense, *id.* § 1357(g)(2); to spend time receiving training regarding enforcement of federal immigration law and ICE’s policies and procedures, *id.*; and to submit to the supervision of the Secretary of the Department of Homeland Security, *id.*, § 1357(g)(3).

19. ICE publicizes that it operates “Enforcement and Removal Operations” under three “287(g) models.” According to the ICE official website:

- a. “The Jail Enforcement Model is designed to identify and process removable aliens — with criminal or pending criminal charges — who are arrested by state or local law enforcement agencies.”
- b. “The Task Force Model serves as a force multiplier for law enforcement agencies to enforce limited immigration authority with ICE oversight during their routine police duties.”
- c. “The Warrant Service Officer program allows ICE to train, certify and authorize state and local law enforcement officers to serve and execute administrative warrants on aliens in their agency’s jail.”

Delegation of Immigration Authority Section 287(g) Immigration and Nationality Act, U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT, <https://www.ice.gov/identify-and-arrest/287g>.

20. According to ICE, it approved a “Task Force Model” agreement with the Bucks County Sheriff’s Office on May 13, 2025. *See* <https://www.ice.gov/doclib/about/offices/ero/287g/participatingAgencies05292025am.xlsx>. On information and belief, this designation by ICE indicates that Sheriff Harran signed a form “Task Force Model” “Memorandum of Agreement” with ICE, representing that he had the authority to enter into such an agreement on behalf of the Bucks County Sheriff’s Office.⁵

21. ICE’s template “Task Force Model” agreement provides, in part, that U.S. Department of Homeland Security authorizes the participating law enforcement authority (“LEA”) to perform certain federal “immigration officer functions” and confers certain powers purportedly possessed by federal immigration agents, including (among other things):

- a. “The power to serve and execute warrants of arrest for immigration violations” (Ex. B, at 2);
- b. “The power and authority to arrest without a warrant” suspected unlawful entrants into the United States (*id.*);

⁵ A true and correct copy of the template “Memorandum of Agreement 287(g) Task Force Model” published by ICE is attached hereto as “Exhibit B” and available at https://www.ice.gov/doclib/about/offices/ero/287g/TFM_MOA_fillable.pdf. On May 15, 2025, Plaintiffs, through counsel, filed a request under the Right-to-Know Law, 65 P.S. § 67.101 *et seq.*, with the Bucks County Sheriff’s Office seeking a copy of the 287(g) agreement Sheriff Harran signed with ICE. To date, the County Sheriff’s Office has not responded to the request. Because Plaintiffs have not been provided with Sheriff Harran’s 287(g) agreement, Plaintiffs have relied on ICE’s template “Task Force Model” agreement for their allegations regarding the substance of the 287(g) agreement signed by Sheriff Harran. A true and correct copy of the May 15, 2025 request is attached hereto as “Exhibit C.”

- c. “The power and authority to arrest without a warrant” certain offenses upon “reason to believe” the person to be arrested is in the United States illegally and is “likely to escape before a warrant can be obtained” (*id.*);
- d. “The power and authority to prepare charging documents” for non-citizens “in categories established by ICE supervisors” (*id.* at 3);
- e. “The Power and authority to issue immigration detainers” (*id.*);
- f. “The power and authority to interrogate” any “person believed to be [a noncitizen] as to his right to be or remain in the United States” (*id.* at 2);
- g. “The power and authority” to “process for immigration violations” individuals who have been arrested for state criminal offenses (*id.*);
- h. “The power and authority” to detain non-citizens on behalf of ICE (*id.* at 3); and
- i. The responsibility for “tracking and maintaining accurate data and statistical information for their 287(g) program, including any specific tracking data requested by ICE,” and issuing reports requested by ICE (*id.* at 6).

22. The participating LEA agrees to carry out these functions at its own expense, regardless of “[w]hether or not the LEA receives financial reimbursement for such costs” through federal grants or other funding. *Id.* at 4. The LEA also agrees to take all responsibility, costs, and liability for any deaths or injuries suffered by its personnel carrying out ICE’s mission and agenda. *Id.* at 7. As such, Sheriff Harran’s agreement with ICE, if implemented, will require the county to spend County tax dollars and personnel resources to carry out activities that are normally reserved for federal immigration enforcement agents.

23. The U.S. Department of Justice has conducted a review of local law enforcement

activity in other jurisdictions that entered into 287(g) agreements with ICE and found, among other things that, people of color in those jurisdictions were subject to increased profiling by local law enforcement authorities empowered to conduct warrantless searches, arrests, and detentions of those they believe to be non-citizens.

24. ICE’s template “Task Force Model” agreement also provides, in relevant part, that:

- a. Local law enforcement personnel are “subject to ICE direction and supervision while performing delegated immigration officer functions” (*id.* at 1; *see also id.* at 5 (“participating LEA personnel will be supervised and directed by ICE”));
- b. Sheriff’s Office personnel nominated and approved to act as *de facto* ICE agents under this agreement must sit for mandatory trainings (*id.* at 4);
- c. Participating personnel must maintain familiarity with unspecified “DHS and ICE policies and procedures” (*id.* at 5-6); and
- d. Either party to the agreement may terminate it upon written notice (*id.* at 8).

25. The form “Task Force Model” agreement also includes a representation by the signatories that they are “fully authorized to enter into this MOA.” On information and belief, Sheriff Harran signed this form agreement, thus misrepresenting that he was “fully authorized” to enter into this intergovernmental cooperation agreement on behalf of the County and/or the County Sheriff’s Office.

26. Sheriff Harran unilaterally decided to enter into a “Task Force Model” 287(g) agreement with ICE, purportedly on behalf of the Bucks County Sheriff’s Office, and Bucks County itself, without seeking or obtaining the approval of the municipality’s governing body—the Bucks County Board of Commissioners.

27. The County Board neither applied to ICE for a 287(g) agreement, nor authorized Sheriff Harran to do so. And Sheriff Harran never asked the Board of Commissioners for authority to enter a 287(g) agreement.

28. Indeed, Sheriff Harran did not even present the proposed agreement to the Pennsylvania Local Government Commission before signing it, as is expressly required under Pennsylvania law as a “condition precedent” to obtaining a resolution approving the County’s participation in an intergovernmental cooperation agreement. Specifically, the ICA requires that any “agreement between a local government and the Federal Government . . . under the provisions of this subchapter shall, prior to and as a condition precedent to enactment of an ordinance or resolution, be submitted to the [state] Local Government Commission for review and recommendation.” 53 Pa.C.S. § 2314(a).

29. At the May 21, 2025, regularly scheduled meeting of the County Board, the County Solicitor confirmed on the record that Sheriff Harran had not given the County Board either the proposed or the final 287(g) agreement, which Sheriff Harran signed unilaterally and without authority.

30. Most importantly, the County Board never adopted an ordinance or resolution authorizing the Sheriff’s Office to enter into a 287(g) agreement. Indeed, in response to a request for copies of any such ordinance or resolution submitted to the County pursuant to the Pennsylvania Right to Know Law, the County responded on May 8, 2025 that “there are no responsive records” to that request.⁶

⁶ A true and correct copy of the May 8, 2025 email response from the County’s Open Records Officer to undersigned counsel is attached hereto as “Exhibit D.”

31. Instead, at the May 21, 2025, County Board meeting, the County Board voted to adopt a Resolution specifically disavowing any attempt by Sheriff Harran to enter into a 287(g) agreement unilaterally. In relevant part, the Resolution:

- a. Reaffirmed that the County Board of Commissioners is the “sole contracting authority on behalf of the county” and its agencies (Ex. A at 1);
- b. Confirmed that the County Board has not delegated its authority under Pennsylvania law to execute a 287(g) agreement (*id.*);
- c. Confirmed that the County has not funded or budgeted for the tasks the Board would anticipate being carried out pursuant to a 287(g) agreement (*id.*);
- d. Confirmed that any actions taken by Sheriff Harran or other Sheriff’s Office personnel in connection with a 287(g) agreement with ICE “was not approved or delegated for approval” (*id.* at 2); and
- e. Formally resolved that “entering into a 287(g) agreement with ICE is not an appropriate use of Bucks County taxpayer resources given the unfunded nature of this program and the potential for liability” (*id.* at 1).

32. Nevertheless, Sheriff Harran has publicly defied the County’s governing body, expressing his intent to continue as if he were authorized to bind a County agency and personnel to the terms of a 287(g) agreement, even after undersigned counsel pointed out in a May 15, 2025 letter that he does not possess such authority.

33. Absent the injunctive relief requested herein, Sheriff Harran will direct members of the Bucks County Sheriff’s Office to divert (or continue diverting) time and resources, normally dedicated to local law enforcement for the benefit of County residents, to obtaining additional training on enforcement of federal immigration laws. And, upon completion of such training to

ICE's satisfaction, Sheriff Harran has indicated that he will deploy County Sheriff's Office staff as *de facto* ICE agents to investigate, apprehend, and detain non-citizens and alleged non-citizens, at the expense of Bucks County and its taxpayers. Such diversion of resources for federal activities has not been approved by—and, indeed, has been affirmatively disapproved by—the County Board as the relevant governing authority of the municipality in which Sheriff Harran operates.

CLAIMS FOR RELIEF

COUNT I

(*Ultra Vires* Agreement in Violation of the Pennsylvania Intergovernmental Cooperation Act, against all Defendants)

34. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

35. Under the ICA, “[a] municipality *by act of its governing body* may . . . cooperate or agree in the exercise of any function, power or responsibility with . . . the Federal Government.” 53 Pa.C.S. § 2304 (emphasis added).

36. The ICA also specifically requires that entering into intergovernmental cooperation requires “the passage of an ordinance or resolution by [the municipality’s] governing body.” *Id.*, § 2305(a); *see also Commonwealth v. Hlubin*, 208 A.3d 1032, 1039 (Pa. 2019) (“[A]ny agreement for intergovernmental cooperation necessitates that the governing body of the municipality must pass an ordinance with respect to said agreement.”). Any such ordinance or resolution duly passed by the County Board (as the “governing body”) must specifically set forth the terms and conditions of the agreement approved by the County Board, the purposes and objectives of the agreement, the powers and scope of authority delegated in the agreement, and the manner of financing the agreement. 53 Pa.C.S. § 2307.

37. The purported 287(g) agreement at issue in this case is an intergovernmental

agreement covered by the ICA because it is an agreement between ICE, a part of the federal Department of Homeland Security, that authorizes County Sheriff personnel to exercise federal “immigration enforcement functions.” *See* 53 Pa.C.S. § 2304.

38. The County Board did not adopt any ordinance or resolution satisfying the terms of the ICA to approve or delegate approval of a 287(g) agreement between the County—or any office thereof, including the Sheriff’s Office—and ICE.

39. In addition, the ICA specifically requires that any “agreement between a local government and the Federal Government . . . under the provisions of this subchapter shall, prior to and as a condition precedent to enactment of an ordinance or resolution, be submitted to the [state] Local Government Commission for review and recommendation.” *Id.*, § 2314(a).

40. On information and belief, Sheriff Harran signed a purported 287(g) agreement with ICE without awaiting, or even seeking, review from the Pennsylvania Local Government Commission.

41. Neither Sheriff Harran nor anyone else submitted any proposed agreement, ordinance, resolution, or even the hint of a 287(g) agreement, to the County Board for consideration before engaging with ICE.

42. On information and belief, Sheriff Harran did not submit a proposed agreement to the County Board as required by § 2314(a).

43. On information and belief, the purported 287(g) agreement with the County Sheriff’s Office is not signed by any Pennsylvania or County official other than Sheriff Harran himself and has not been approved by anyone else on behalf of the County’s governing body for the purposes of the ICA.

44. Indeed, the County Board passed a resolution specifically disavowing such an

agreement and explicitly disclaiming Sheriff Harran's authority to enter into such an agreement.

45. On information and belief, despite the resolution of the County's governing body confirming disapproval of this agreement, Sheriff Harran has continued preparations to implement his unilateral 287(g) agreement and arrange for training of Sheriff's Office personnel to act as federal ICE agents.

46. For all the reasons stated above, Plaintiffs are entitled to declaratory and injunctive relief because Sheriff Harran has and is acting *ultra vires* in signing onto and taking steps to implement an unapproved 287(g) agreement. Plaintiffs therefore seek a declaration that the 287(g) agreement purportedly signed on behalf of the County Sheriff's Office is unlawful, in violation of the ICA, as well as an injunction to enjoin Defendants from implementing the agreement or diverting any further County resources to its implementation going forward.

COUNT II
(*Ultra Vires* Agreement in Violation of
Article 9, Section 5 of the Pennsylvania Constitution,
against all Defendants)

47. Article 9, Section 5 of the Pennsylvania Constitution authorizes local agencies to "cooperate or agree in the exercise of any function, power or responsibility with . . . the Federal government" only "by act of" the municipality's "governing body." A "municipality" under this section includes counties, like the County here. PA. CONST. Art. 9, § 14.

48. The "governing body" of the County for the purposes of entering into intergovernmental agreements is the County Board. 16 Pa.C.S. § 1122; 16 Pa.C.S. § 12107.

49. Moreover, County Commissioners are vested with the corporate power of the County, 16 Pa.C.S. § 12107, and are authorized to make contracts for the County. 16 Pa.C.S. § 12106(4).

50. Accordingly, an individual row officer, like Sheriff Harran, has no authority to bind

the County to an agreement to exercise any function of the federal government except through the County Board as the County's "governing body." *See, e.g., Monastra v. Delaware Cnty. Sheriff's Off.*, 49 A.3d 556, 558 (Pa. Commw. Ct. 2012) (the sheriff's office is not a "legal entit[y] separate" from the county).

51. On information and belief, Sheriff Harran signed a purported 287(g) agreement with ICE without awaiting, or even seeking, review from the County's governing body.

52. Neither Sheriff Harran nor anyone else submitted any proposed agreement, ordinance, resolution, or even the hint of a 287(g) agreement, to the County Board for consideration before engaging with ICE.

53. On information and belief, the purported 287(g) agreement with the County Sheriff's Office is not signed by any Pennsylvania or County official other than Sheriff Harran himself and has not been approved by anyone else on behalf of the County's governing body for the purposes of the Article 9, Section 5 of the Pennsylvania Constitution.

54. On information and belief, despite the resolution of the County's governing body confirming disapproval of this agreement, Sheriff Harran has continued preparations to implement his unilateral 287(g) agreement and arrange for training of Sheriff's Office personnel to act as federal ICE agents.

55. For all the reasons stated, Plaintiffs are entitled to declaratory and injunctive relief because Sheriff Harran has and is acting *ultra vires* in signing onto and taking steps to implement an unapproved 287(g) agreement. Plaintiffs therefore seek a declaration that the 287(g) agreement purportedly signed on behalf of the Bucks County Sheriff's Office is unlawful, in violation of the Pennsylvania Constitution, as well as an injunction to enjoin Defendants from implementing the agreement or diverting any further County resources to its implementation going forward.

COUNT III
(For Declaratory Relief Pursuant to 42 Pa.C.S. §§ 7531-7541,
against all Defendants)

56. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein.

57. Plaintiffs are engaged in an actual controversy regarding the lawfulness of the unauthorized 287(g) agreement signed by Sheriff Harran. Plaintiffs contend that Sheriff Harran's attempt to enter into this intergovernmental cooperation agreement and dedicate County resources for federal immigration enforcement purposes is unauthorized by the relevant governing body and is therefore an *ultra vires* act in violation of the ICA and the Pennsylvania Constitution. Plaintiffs are and will continue to be injured by the unauthorized diversion of County resources. Unless addressed, this controversy is, and would likely continue to be, a source of litigation between the parties.

58. A declaration by this Court would terminate this controversy and remove an uncertainty.

59. Plaintiffs therefore seek a declaration that the unauthorized 287(g) agreement violates the ICA and the Pennsylvania Constitution.

60. Plaintiffs also seek a declaration that the 287(g) agreement signed by Sheriff Harran is *ultra vires* and violates the ICA and Pennsylvania Constitution, that such agreement is unlawful, and that the agreement is declared void *ab initio*.

PRAYER FOR RELIEF

WHEREFORE, for all of the foregoing reasons, Plaintiffs request the following relief:

1. A declaration that the May 13, 2025, agreement entered into between Sheriff Harran and ICE is unlawful and void *ab initio*.

2. An injunction ordering the Defendants:

- a. to terminate the Sheriff's purported 287(g) agreement with ICE; and
 - b. to cease immediately any implementation of the 287(g) agreement signed by Sheriff Harran, including any training of County personnel or any other use of County resources and personnel for the purposes of complying with the terms of the purported agreement; and
3. Such other relief as the Court may deem just and appropriate.

Dated: June 6, 2025

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Harrisburg, PA 17101
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mmacher@cjplaw.org
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Respectfully submitted,

/s/ Stephen A. Loney, Jr.
Stephen A. Loney, Jr. (No. 202535)
Ariel Shapell (No. 330409)
Keith Armstrong (No. 334758)
AMERICAN CIVIL LIBERTIES UNION
OF PENNSYLVANIA
P.O. Box 60173
Philadelphia, PA 19102
215-592-1513
sloney@aclupa.org
ashapell@aclupa.org
karmstrong@aclupa.org

Counsel for the Plaintiffs

VERIFICATION

I, Diana Robinson, hereby state that the averments contained in the foregoing pleadings are true and correct to the best of my personal knowledge, information, and belief, and that I understand that the statements therein are made subject to the penalties of 18 Pa.C.S. 4904, relating to unsworn falsification to authorities.

Dated: 6/3/2025

DocuSigned by:

Diana Robinson

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Diana Robinson

Co-Executive Director of Make the Road States, Inc. d/b/a
Make the Road Pennsylvania

VERIFICATION

I, Adrienne King, hereby state that the averments contained in the foregoing pleadings are true and correct to the best of my personal knowledge, information, and belief, and that I understand that the statements therein are made subject to the penalties of 18 Pa.C.S. 4904, relating to unsworn falsification to authorities.

Dated: 6/6/2025

Signed by:

3A9CD7AB4644464
Adrienne King
President, Bucks NAACP Bucks County Branch 2253

VERIFICATION

I, Rev. Kevin Jagoe, hereby state that the averments contained in the foregoing pleadings are true and correct to the best of my personal knowledge, information, and belief, and that I understand that the statements therein are made subject to the penalties of 18 Pa.C.S. 4904, relating to unsworn falsification to authorities.

Dated: 6/3/2025

Signed by:

18F1BBBC7A0D4ED...
Rev. Kevin Jagoe
Minister of BuxMont Unitarian Universalist Fellowship

VERIFICATION

I, Juan Navia, hereby state that the averments contained in the foregoing pleadings are true and correct to the best of my personal knowledge, information, and belief, and that I understand that the statements therein are made subject to the penalties of 18 Pa.C.S. 4904, relating to unsworn falsification to authorities.

Dated: 6/5/2025

Signed by:

F6554AB0D88A4A8...
Juan Navia