KWISN

KEY WEST

IMMIGRANT SUPPORT NETWORK

The City of Key West received a letter from Attorney General Uthmeier on July 2, 2025, asserting that the City Commission's June 30 vote to terminate the City's participation in the 287(g) agreement with U.S. Immigration and Customs Enforcement (ICE) constitutes a violation of Florida law. We write to respond directly to those assertions.

1. The City's Action Is Lawful Under Both State and Federal Law

Florida law does not require municipalities to enter into or maintain a 287(g) agreement. Section 908.11, Florida Statutes, imposes such a requirement only on operators of *county detention facilities*. The Legislature deliberately chose not to extend this mandate to municipalities, even after receiving draft bills and proposed language from the Governor requesting exactly that during the 2025 special session (SB 14-A and HB 11-A). Those bills were never passed. Instead, the Legislature adopted its own amendments and preserved the county-only mandate.

Further, under federal law, 8 U.S.C. § 1357(g)(9) expressly provides that "[n]othing in this subsection shall be construed to require any State or political subdivision of a State to enter into an agreement with the Attorney General." Participation in the 287(g) program is entirely voluntary.

The City's decision to withdraw from a voluntary program does not equate to a "sanctuary policy." Section 908.102(6), Florida Statutes, defines such policies as those which *affirmatively prohibit or impede* cooperation with federal immigration agencies. The City has done neither. The Key West Police Department remains committed to complying with all lawful detainer requests, facilitating immigration status communication, and cooperating with ICE where appropriate and permitted under law.

2. Voiding an Agreement Is Not a Prohibited Act

The letter suggests that because the City voided an existing agreement—rather than declining to sign a new one—this constitutes a more egregious violation. This distinction has no basis in law. The 287(g) program remains optional at all times. A municipality retains the right to terminate its participation when it determines that continued involvement is not in the best interest of the community.

The decision to void the agreement reflects the City's careful consideration of fiscal impact, liability exposure, staffing burdens, and community trust. It was made within the

bounds of home rule authority granted to municipalities under Article VIII, Section 2(b) of the Florida Constitution.

3. "Best Efforts" Provision Does Not Mandate 287(g) Participation

The letter also cites § 908.104(1), Florida Statutes, which requires jurisdictions to use "best efforts" to support federal immigration law. That language does not override the express limitation in § 908.11 or create a backdoor mandate for municipalities to enter into 287(g) agreements.

If the Legislature had intended to require municipalities to execute 287(g) agreements, it would have done so explicitly—as it did for counties. Courts construe statutes according to their plain meaning, and the absence of such language with respect to municipalities reflects the Legislature's intent.

4. Cooperation with ICE Does Not Require a 287(g) Agreement

Even without a 287(g) agreement, local law enforcement may—and does—continue to cooperate with ICE. Under 8 U.S.C. § 1357(g)(10), nothing in the federal enabling law limits a city's ability to share information with ICE or assist in immigration enforcement. Thus, withdrawal from a 287(g) agreement does not impede communication, nor does it prohibit lawful cooperation.

In fact, the City has continued to facilitate cooperation with federal agencies on multiple fronts and remains committed to public safety. Ending participation in this program merely limits formal deputization and the assumption of civil immigration enforcement responsibilities by local officers—a role the City is not legally required to undertake.

5. Crime Statistics Do Not Justify Executive Overreach

The letter references several high-profile ICE arrests in the Florida Keys. The City does not dispute that ICE and Border Patrol have arrested individuals with serious criminal histories. But these arrests occurred without reliance on a 287(g) agreement, demonstrating that federal enforcement continues regardless of local participation in the program.

Public safety is paramount to the City of Key West. The decision by our Commission reflects an evidence-based assessment of how best to allocate resources to that end. The

anecdotal presentation of ICE operations is not a legal argument, and does not change the voluntary nature of 287(g) participation.

6. Threats of Enforcement and Removal Lack Legal Foundation

The letter warns of "civil and criminal penalties," including the possible removal of local officials pursuant to § 908.107, Florida Statutes, and the Florida Constitution. These threats lack merit. Florida's Constitution—specifically Article IV, Section 7—limits the Governor's authority to suspend elected municipal officers only upon indictment for a crime. More specifically, Article IV, Section 7(c) states as follows:

(c) By order of the governor any elected municipal officer indicted for crime may be suspended from office until acquitted and the office filled by appointment for the period of suspension, not to extend beyond the term, unless these powers are vested elsewhere by law or the municipal charter.

A municipality's lawful policy decision is not a crime and does not give rise to any enforcement authority under this provision.

Even if a court were to interpret Chapter 908 differently, the Governor cannot exceed the constitutional bounds of his authority. Removal for policy disagreement would represent an unprecedented and unconstitutional intrusion on local governance.

Conclusion

Key West is in full compliance with both state and federal immigration law. The City's withdrawal from the 287(g) agreement was a lawful exercise of its discretion, made in furtherance of sound fiscal management, liability avoidance, and public safety policy.