
CITY OF BALTIMORE

BRANDON M. SCOTT
Mayor



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March 4, 2026

The Honorable President and Members
of the Baltimore City Council
Room 409, City Hall
100 N. Holliday Street
Baltimore, Maryland 21202

Re: City Council Bill 26-0144 – Baltimore City Policies and Procedures – Safe Spaces and Communities

Dear President and City Council Members:

The Law Department has reviewed City Council Bill 26-0144 for form and legal sufficiency. The bill would prevent a “covered entity” from entering into an agreement, spending funds, using resources or in other specified ways facilitating federal immigration enforcement. It also requires a covered entity to have an immigration enforcement action response plan, to submit annual reports and facilitate training on this topic. The bill defines “covered entity” to include both the City government as well as any “legal entity that enters into a written agreement with the City and receives money from the City to support, in whole or in part, its operations.”

A law that prevents an entity that is currently contracting with or receiving money from the City from freely associating with or contracting with others would be seen as a violation of the First Amendment, which prevents governments from making laws impairing free speech and association. U.S. Const., amend. I; *see, e.g., Nat’l Rifle Ass’n of Am. v. City of Los Angeles*, 441 F. Supp. 3d 915, 935-943 (C.D. Cal. 2019) (law violated First Amendment because it was content-based and viewpoint based where it required disclosure of any NRA dealings by City contractors); *accord First Resort, Inc. v. Herrera*, 860 F.3d 1263, 1277 (9th Cir. 2017) (“A regulation engages in viewpoint discrimination when it regulates speech based on the specific motivating ideology or perspective of the speaker”); *Valle Del Sol Inc. v. Whiting*, 709 F.3d 808, 823 (9th Cir. 2013)(government “may not, consistent with the First Amendment, use a content-based law to target individuals for lighter or harsher punishment because of the message they convey.”).

Such as law could also be characterized as an impairment of the right to freedom of contract. *See, e.g., Maryland-Nat’l Cap. Park & Plan. Comm’n v. Washington Nat. Arena*, 282 Md. 588, 606 (1978) (“reluctance on the part of the judiciary to nullify contractual arrangements on public policy grounds also serves to protect the public interest in having individuals exercise broad powers to structure their own affairs by making legally enforceable promises, a concept which lies at the heart of the freedom of contract principle.”).

It would also violate the Contracts Clause of the United States Constitution as it would legislatively impose new terms on all those entities with which the City has current contracts. U.S. Const., Art. 1, § 10, cl. 1; *see, e.g., Board of Trustees of Employees' Retirement System of City of Baltimore*, 317 Md. 72, 99 (1989).

For these reasons, lines 13 through 15 on page two of the bill must be deleted. An amendment to do that is attached to this report.

While the bill mentions the City's actions must comply with applicable law and the Baltimore City Police Consent Decree, it would behoove the City to make sure that this law is reviewed by the Consent Decree monitoring team. Specifically, the immigration enforcement action response plan for City agencies should be reviewed by the Consent Decree monitoring team.

It is also concerning that there would be multiple immigration enforcement action response plans for multiple agencies in the City. There should be no difference in how City agencies interact with federal law enforcement. Nor would that plan be different if the City agency provided services directly to the public or only assisted other City agencies. Since the agency plans will likely be duplicative, the bill could be streamlined if it were changed to a single immigration enforcement action response plan for all the City government. However, this change is not required for the bill to be approved for form and legal sufficiency.

If the required amendment is made to remove third parties from the bill, the Law Department can approve it for form and legal sufficiency.

Very truly yours,



Hilary Ruley
Chief Solicitor

cc: Ebony M. Thompson, City Solicitor
Ty'lor Schnella, Mayor's Office of Government Relations
Ashlea Brown, Chief Solicitor
Jeffrey Hochstetler, Chief Solicitor
Michele Toth, Assistant Solicitor
Desiree Lucky, Assistant Solicitor

AMENDMENTS TO COUNCIL BILL 26-0144
(1st Reader Copy)

Amendment No. 1

On page 2, delete lines 13 through 15.