

**RESOLUTION NO. (R)26-04**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AUTHORIZING THE CHIEF OF POLICE TO SIGN AND ENTER INTO, ON BEHALF OF THE TOWN, AN AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND THE ARIZONA DEPARTMENT OF PUBLIC SAFETY FOR THE FUNDING OF DRONE LEASES TO ASSIST IN THE PREVENTION AND PROSECUTION OF BORDER-RELATED CRIMES; AND DIRECTING THE TOWN MANAGER, CHIEF OF POLICE, TOWN CLERK, TOWN LEGAL SERVICES DIRECTOR, OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION**

**WHEREAS**, the Town of Oro Valley (the Town) pursuant to Arizona Revised Statutes (A.R.S.) § 11-952 is authorized to enter into and renew agreements for joint and cooperative action with other public agencies; and

**WHEREAS**, the Town is authorized to establish and maintain the Oro Valley Police Department, pursuant to A.R.S. § 9-240(B)(12); and

**WHEREAS**, the Town and the Arizona Department of Public Safety (DPS) desire to enter into an Agreement, through which DPS will provide funding to the Town in the amount of \$145,887.50 for the lease of drones to be used to enhance law enforcement services to deter, apprehend, prosecute and detain individuals charged with drug trafficking, human smuggling, illegal immigration and other border-related crimes within the Town of Oro Valley; and

**WHEREAS**, it is in the best interest of the Town to authorize the Chief of Police to sign and enter into, on behalf of the Town, the Agreement, attached hereto as Exhibit "A" and incorporated herein by this reference, in order to set forth the terms and conditions to provide for the health, safety and welfare of the residents in the Town of Oro Valley; and

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA, AS FOLLOWS:**

**SECTION 1.** The Chief of Police is authorized to sign and enter into, on behalf of the Town, the Agreement, attached hereto as Exhibit "A", between the Town of Oro Valley and the Arizona Department of Public Safety for funding the lease of drones to be used to enhance law enforcement services to deter, apprehend, prosecute and detain individuals charged with drug trafficking, human smuggling, illegal immigration and other border-related crimes within the Town of Oro Valley.

**SECTION 2.** The Town Manager, Chief of Police, Town Clerk, Town Legal Services Director, or their duly authorized officers and agents are hereby authorized and directed to take all steps necessary to carry out the purposes and intent of this resolution.

**SECTION 3.** All Oro Valley resolutions or motions and parts of resolutions or motions of the Council in conflict with the provision of this Resolution are hereby repealed.

**SECTION 4.** If any section, subsection, sentence, clause, phrase or portion of this Resolution, or the Agreement attached hereto as Exhibit "A", is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

**PASSED AND ADOPTED** by the Mayor and Town Council of the Town of Oro Valley, Arizona, this 28<sup>th</sup> day of January 2026.

**TOWN OF ORO VALLEY**

E-SIGNED by Joseph C. Winfield  
on 2026-01-29 16:25:34 GMT

\_\_\_\_\_  
Joseph C. Winfield, Mayor

**ATTEST:**

E-SIGNED by Michael Standish  
on 2026-02-03 17:55:00 GMT

\_\_\_\_\_  
Michael Standish, Town Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

E-SIGNED by Andrew Votava  
on 2026-02-03 17:47:13 GMT

\_\_\_\_\_  
Andrew Votava, Interim Legal Services Director

Date: \_\_\_\_\_

# EXHIBIT "A"

## AGREEMENT REGARDING LOCAL BORDER SUPPORT

This agreement is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and the Oro Valley Police Department, hereinafter referred to as "OVPD."

DPS is authorized and empowered to enter into this Agreement pursuant to A.R.S. § 41-1713(B)(3). Both parties are authorized and empowered to enter into the Agreement pursuant to A.R.S. § 11-952.

In consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following conditions.

### I. PARTICIPATION

The purpose of the Agreement shall be to enhance law enforcement services to deter, apprehend, prosecute and detain individuals charged with drug trafficking, human smuggling, illegal immigration and other border-related crimes within the Town of Oro Valley, through cooperative efforts of DPS and the OVPD - Local Border Support, hereinafter referred to as "LBS."

Additionally, ongoing information exchange and intelligence sharing will occur between DPS and OVPD.

### II. DISBURSMENT AND REPORTING

DPS agrees to disburse LBS funding as requested in the Local Border Support application at a total of \$145,887.50.

Category	Description	Amount
Equipment	Drone as First Responder	\$145,887.50

At the close of the agreement's performance period, a summary and evidence of expenditures shall be prepared and submitted to DPS. The end of program summary report shall be received electronically no later than the last business day of the month immediately following the month in which all grant funds are exhausted or June 30, 2027, whichever is earlier. Expenditures must align with the approved budget and be incurred within the performance period.

### III. IMMIGRATION

DPS and OVPD agree to comply with A.R.S. §§23-214 and 41-4401.

**IV. NON-DISCRIMINATION**

DPS and OVPD agree to comply with the non-discrimination provisions of the Governor's Executive Order 2023-001.

**V. INDEMNIFICATION**

DPS and OVPD (as "Indemnitor") agree to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees, hereinafter collectively referred to as "claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, or volunteers.

**VI. RECORDKEEPING**

All records regarding the Agreement, including time accounting logs, must be retained for five (5) years in compliance with A.R.S. § 35-214.

**VII. FEES**

In no event shall DPS or OVPD charge the other for any administrative fees for any work performed pursuant to the Agreement.

**VIII. JURISDICTION**

OVPD agrees to permit its staff to work outside of their regular jurisdictional boundaries.

**IX. ARBITRATION**

In the event of a dispute under this Agreement, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and §§ 12-133.

**X. LIMITATIONS**

This Agreement in no way restricts DPS or OVPD from participating in similar activities with other public or private agencies, organization, and individuals. Nothing in this agreement shall be construed as limiting or expanding statutory responsibilities of the parties.

**XI. EFFECTIVE DATE/DURATION**

The terms of this agreement shall become effective on July 1, 2025, and shall remain in effect until June 30, 2027. All equipment must be received and fully paid for by June 30, 2027. Any funds unexpended will be de-obligated and returned to DPS.

**XII. AVAILABILITY OF FUNDS**

Every payment obligation of DPS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, the Agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

**XIII. CANCELLATION**

This Agreement is subject to cancellation for conflicts of interest under A.R.S. § 38-511.

**XIV. TERMINATION**

DPS and OVPD may terminate the Agreement for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property purchased by a party pursuant to that party's respective duties pursuant to this Agreement shall be returned to the purchasing party upon termination of this Agreement for any reason.

Any notice required to be given under the Agreement will be provided by mail to:

Mike Dodd, Budget Officer  
Arizona Department of Public Safety  
P.O. Box 6638, Mail Drop 1330  
Phoenix, AZ 85005-6638

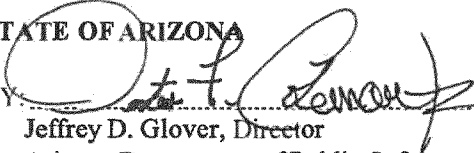
Kara Riley, Chief of Police  
Oro Valley Police Department  
11000 N La Caiiada Dr  
Tucson, AZ 85737

**XV. VALIDITY**

This document contains the entire Agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by all parties. If any portion of this Agreement is held to be invalid, the remaining provision shall not be affected.

The parties hereto have caused this Agreement to be executed by the proper officers and officials.

STATE OF ARIZONA

BY:   
Jeffrey D. Glover, Director  
Arizona Department of Public Safety

DATE: 2/4/2026

ORO VALLEY POLICE DEPARTMENT

E-SIGNED by Kara Riley  
BY: on 2026-02-03 18:50:28 GMT  
Kara Riley, Chief of Police

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Name, position

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_