

David Lara County Recorder, YUMA County AZ



WHEN RECORDED, MAIL TO:

**CITY OF SAN LUIS
ATTN: CITY CLERK
P.O. BOX 1170
SAN LUIS, ARIZONA 85349**

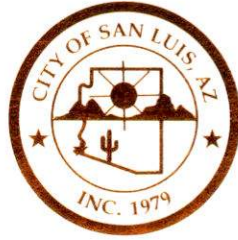
The above area is reserved for recording information

CAPTION HEADING:

ORDER

Order No. 2026-01

To authorize the City of San Luis Police Department to receive funding for equipment by approving an Intergovernmental Agreement and authorizing execution of the Agreement Regarding the Local Border Support Grant, between the State of Arizona, through its Department of Public Safety, and the City of San Luis, Arizona, authorized through the San Luis Police Department.



Order

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

No. 2026-01

AN ORDER OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA TO AUTHORIZE THE CITY OF SAN LUIS POLICE DEPARTMENT TO RECEIVE FUNDING FOR EQUIPMENT BY APPROVING AN INTERGOVERNMENTAL AGREEMENT AND AUTHORIZING EXECUTION OF THE AGREEMENT REGARDING THE LOCAL BORDER SUPPORT GRANT, BETWEEN THE STATE OF ARIZONA, THROUGH ITS DEPARTMENT OF PUBLIC SAFETY, AND THE CITY OF SAN LUIS, ARIZONA, AUTHORIZED THROUGH THE SAN LUIS POLICE DEPARTMENT.

WHEREAS, the City of San Luis desires to increase police presence within our city limits to support the United States Border Patrol mission by allowing police officers to stop or prevent the transportation of drugs, undocumented persons, smuggling, and the nexus to terrorism;

WHEREAS, the Arizona Department of Public Safety has approved HB2897 - Local Border Support 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 throughout the City of San Luis;

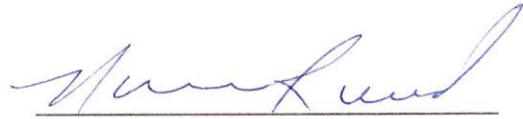
WHEREAS, the Arizona Department of Public Safety has prepared an Intergovernmental Agreement which provides for all the funds, including that these funds shall not be used to supplant other funding of the San Luis Police Department.

NOW, THEREFORE, BE IT ORDERED by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1. The Intergovernmental Agreement titled "Local Border Support" attached to this order is approved.


Section 2. The Chief of Police and City officials are hereby authorized and directed to enter into said agreement on behalf of the City of San Luis and take any and all actions as may be necessary to effectuate said agreement.

PASSED AND ADOPTED by the Mayor and Council of the City of San Luis, Arizona this 28th day of January 2026.

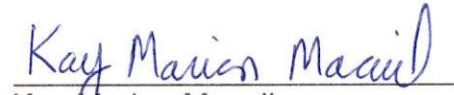


Nieves Reidel, Mayor

ATTEST:


Sonia Cornelio, City Clerk

APPROVED AS TO FORM:


Kay Marion Macuil
City Attorney

David Lara County Recorder, YUMA County AZ



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CAPTION HEADING:

**RE-RECORDING
2026-02404**

For the sole purpose of adding Agreement regarding Local Border Support

Agreement
Agreement regarding Local Border Support
Department of Public Safety

RECEIVED

FEB 17 2026

CITY CLERK'S OFFICE

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 San Luis Police Department, hereinafter referred to as "SLPD."

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 City of San Luis, through cooperative efforts of DPS and the SLPD - Local Border Support, hereinafter referred to as "LBS."

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

II. DISBURSMENT AND REPORTING

DPS agrees to disburse LBS funding as requested in the Local Border Support application at a total of \$511,383.80.

Category	Description	Amount
Vehicles	(4) Fully Marked Patrol Vehicles with Upfitting and MDCs	\$ 367,424.80
Vehicles	(2) E-Bikes	\$ 7,803.00
Equipment	Base Drone as First Responder	\$ 59,400.00
Equipment	(48) Plate Carriers with Ballistic Plates	\$ 52,400.00
Software	Drone Analytics	\$ 24,356.00

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

IV. NON-DISCRIMINATION

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

V. INDEMNIFICATION

DPS and SLPD (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 SLPD charge the other for any administrative fees for any work performed pursuant to the Agreement.

VIII. JURISDICTION

SLPD 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 SLPD 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 SLPD 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

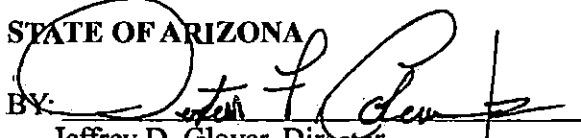
Nigel Reynoso, Chief of Police
San Luis Police Department
1030 E Union St. #3720
San Luis, AZ 85349

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.

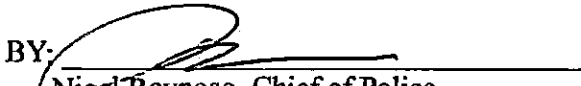
The parties hereto have caused this Agreement to be executed by the proper officers and officials.

STATE OF ARIZONA

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

DATE: 2/11/2026

SAN LUIS POLICE DEPARTMENT

BY: 
Nigel Reynoso, Chief of Police

DATE: 1/28/26

BY: _____
Name, position

DATE: _____

BY: _____

DATE: _____