



Housing, Health, and Human Services

663 E. Main Street, Suite A
P.O. Box 423
Somerton, Arizona 85350

Phone: (928) 627-5995

Fax: (928) 627-1899

[E-Mail: etorres@campesinosinfronteras.org](mailto:etorres@campesinosinfronteras.org)

MEMORANDUM OF UNDERSTANDING
BETWEEN CAMPESINOS SIN FRONTERAS
AND
CITY OF SAN LUIS, ARIZONA POLICE DEPARTMENT

Campesinos Sin Fronteras, Inc. (CSF) has been awarded federal funds from the U.S. Department of Health and Human Services, Office of the Assistant Secretary of Health, Office of Population Affairs to implement the THRIVE! Teen Pregnancy Prevention Cooperative Agreement in San Luis, Arizona. This will be done through multiple program components that include: 1) Conducting a community needs assessment to identify available resources and gaps in services to youth and improve how those services are accessed. 2) Using a “Systems Change Thinking Approach” to work in partnership with academic institutions, local social service organizations, the City of San Luis, AZ, Parks and Recreation Department, Police Department, health providers, parents, youth, and community stakeholders to assist in identifying and/or developing services that will have a significant impact in promoting optimal health and well-being of adolescents. In addition, THRIVE! will be providing youth leadership development opportunities, providing summer job internships and employment opportunities for youth. and providing free access to sports and recreational activities.

THRIVE! Lead Organization

Campesinos Sin Fronteras, Inc. (CSF) is the THRIVE! Program Lead organization. CSF has been providing social services and youth development services in San Luis, Arizona, since 1999. CSF has the experience and cultural and linguistic competency to working with youth, parents, and community partners to successfully fulfill the grant scope of work. As the applicant and lead organization for THRIVE! CSF will assume the following roles and responsibilities:

- Work closely with the OASH Office of Population Affairs to successfully implement the proposed scope of work in the community.
- Completion and successful approval of grant yearly renewal documentation during the 3-year grant cycle.
- Execute a Memorandum of Understanding (MOU) with collaborating agencies and school districts.
- Once MOU is signed, allocation of funds in the amount of \$10,000 per year for a period of three years will be given to the City of San Luis Police Department to be used by the Department in conjunction with grant requirements (Fund allocation will be contingent on yearly grant renewal approval). *
- Ensure financial accountability for cooperative agreement funds.
- Refer and sponsor youth participants enrolled in the Teen Outreach Program or other THRIVE services with a free membership to the Police Department Explorer Program, as a component for community engagement for TOP participants in community service-learning activities.
- Monitoring, reporting, and tracking of youth participants’ progress as well as on all programmatic activities to ensure compliance.
- Offering services in collaboration with community partners in a manner that utilizes a “systems thinking approach” and by recruiting and training THRIVE! Participants through program completion:
- Collecting THRIVE! Program performance measures data for reports and evaluations. The collection of performance measures can be described as, but not limited to, youth participants’ attendance records, demographic information, and participant satisfaction in the recreational activities.
- Work closely with our academic evaluation and community partners to conduct project evaluation activities.

- Communicating and disseminating information, successes, lessons learned, and knowledge in the community and beyond, with an emphasis on Hispano/Latino youth in the U.S.-Mexico border region.

* Funding is subject to change depending on the availability of federal funds.

Community/Collaborating Partner

The City of San Luis through the San Luis Police Department (“City”) works in partnership with the community of San Luis to enforce the law, enhance the quality of life, provide a safe environment and reduce the fear of crime while affording dignity and respect to every individual in the City of San Luis. The Police Department also offers Career Educational classes (CTE), and Explorer Program designed for teenagers and young adults interested in developing the leadership skills necessary for success in any location while instilling the values of personal integrity, and service to one’s community. The Law Enforcement Career Explorer Program, is open to young men and women ages 14 to 20 yrs. of age with an interest in learning more about careers in the field of Law Enforcement. Dependent on a yearly renewal signed agreement, the City of San Luis Police Department will fulfill its roles and responsibilities by:

- Designation of one lead staff member from the San Luis Police Department to participate in the planning and implementation of the Explorer program work plan and recruitment of youth participants in collaboration with THRIVE!.
- Work with THRIVE! staff to identify and serve at least 20 youth participants from the TOP program or from other THRIVE services to participate in the Explorer Program.
- Tracking and monitoring youth participants referred from the TOP program.
- Assistance and support of the THRIVE! staff in the collection of youth participants necessary documentation to participate in the Explorer Program, including but not limited to, parental consent, medical exam, etc.
- Work with THRIVE! staff to plan and complete 20 hours of Community Service-Learning in activities for each youth participant.
- Work with THRIVE! staff to administer data collection tools to collect performance measures may include youth participants' attendance records in the recreational activities, demographic information, participant satisfaction, and pre and post surveys for THRIVE! Program evaluation.
- Designation of at least one representative from San Luis Police Department to actively be engaged and participate in the Adolescent Wellness Network coalition activities and meetings.

Nota Bene: This document is a statement of intent for the implementation of the THRIVE! Initiative. The execution and continuation of this effort are contingent upon the grant yearly renewal and receipt of federal funding over the three-year grant cycle. Continuation is also contingent upon compliance with this agreement by both parties—i.e., CSF and the City through the City of San Luis Police Department. In the event that an emergency occurs (e.g., an epidemic), such that the THRIVE! Initiative cannot be continued to be implemented, program activities and allocation of funds may be suspended until both parties agree that they are able to resume activities. In the event that the program is cancelled by the federal funding agency due to the emergency, the parties mutually agree to return the unused and/or unencumbered federal funds to the sponsoring agency. Continuation is also contingent upon compliance with this M.O.U. by both parties, CSF and the City. As of the date of this M.O.U., the parties agree that the City can only provide limited activities for the THRIVE! Initiative under current coronavirus disease (COVID-19) pandemic conditions compared to pre-pandemic conditions.

Reasons Performance of M.O.U. Excused

A. Coronavirus disease 2019 (“COVID-19”)

If the City cannot safely implement the THRIVE! activities due to the health risks presented by COVID-19 or *if* the City is barred from implementing the THRIVE! activities due to COVID-19 legal conditions (including but not limited to government authority orders, OSHA requirements, recommendations of the C.D.C., Arizona Department of Health Services, Yuma County Health Services District) or *if* there are internet, communication service, electricity or supply chain

disruptions or civil unrest or revenue shortfalls or staffing shortages that require the activities to stop or *if* COVID-19 causes other conditions that make the THRIVE! activities impossible or unsafe *then* for the duration of the above conditions, the City may reduce or suspend its obligations under this M.O.U. to the extent made necessary by COVID-19 and COVID-19-related conditions, *and* CSF may suspend payment for any activity that the City has not performed and suspend other obligations under this M.O.U.

The City and CSF may resume performance under this M.O.U. only if both parties agree that COVID-19 no longer presents barriers to continuing the THRIVE! activities.

B. Federal Funding Agency Cancels Program

In the event that the program is canceled by the federal funding agency, the parties mutually agree to return the unused and/or unencumbered federal funds to the sponsoring agency.

C. Other Emergency or Unexpected Events (Force Majeure)

If CSF or the City are prevented or materially restricted from performing any of their obligations under this M.O.U. by an event of force majeure (other than those caused by COVID-19, which is covered in above Section III(A)), then the obligations of each party shall be suspended or reduced to the extent made necessary by the event. As used in this section, “force majeure” does not mean those in Section III(A) above, but does mean any act or cause not reasonably within the control of the party whose ability to perform is impaired and which that party could not have prevented by the exercise of reasonable diligence. This includes, but is not limited to, acts of God, fire, flood, explosions, strikes or labor disputes (over which the affected party has no control), sabotage, riots, civil commotion, acts of civil or military authority, wars or material changes in applicable business laws or regulations.

Notice

Notice of the on-set or end of circumstances described in the above section “Reasons Performance Excused” shall be given to the other party as soon as practical. The parties agree that at the time of the signing of this M.O.U., the City has had to reduce the activities it can safely provide due to the cases of COVID-19 being high. All notices and communications provided for in this M.O.U. or given in connection with this M.O.U., shall be validly given and fully received if in writing and delivered or refused delivery by the United States Postal Service mail, postage prepaid to the addresses or email addresses on the signature blocks at the end of this M.O.U. From time to time, either party may designate in writing and deliver in a like manner a different name or address. Any such change of name or address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered seventy-two (72) hours following deposit in the United States Postal Service in the manner set forth above.

This M.O.U. is subject to the cancellation provisions of A.R.S. §38-511.

[Intentionally left blank, signature page follows]

The parties have executed this M.O.U. in Yuma County, Arizona, the day and year set forth below which the date the last party signed this M.O.U.

City of San Luis, Arizona
Post Office Box 1170
San Luis, Arizona 85349

Tadeo A. De La Hoya
City Manager
tdelehoya@sanluisaz.gov

DATE

Richard Jessup
Chief of Police
rjessup@sanluisaz.gov

DATE

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Campesinos Sin Frontera
Post Office Box 423
Somerton, Arizona 8550

Emma Torres
Executive Director
etorres@campesinossinfronteras.org

DATE