PROFESSIONAL SERVICES AGREEMENT
AMENDMENT NO. 2

THIS AMENDMENT NO. 2 is entered into on _______________ 2014, between the CITY OF STOCKTON, a municipal corporation (“City”), and CALIFORNIA PARTNERSHIP FOR SAFE COMMUNITIES (“Consultant”), a corporation located in Oakland, California.

RECITALS

A. City and Consultant entered into Agreement (2012-09-25-1501-02 NP) on September 25, 2012, for the purposes of developing key operational capacities critical to the implementation of the violence reduction strategy known as Project Ceasefire.

B. City and Consultant amended the above Agreement on September 24, 2013, for the purposes of extending the term to include Phase II implementation of Project Ceasefire.

C. City finds it necessary and advisable to continue to use the services of the Consultant for the purposes provided in this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and conditions in the Agreement, as amended, City and Consultant agree to the following amendments:

1. Consultant’s Services. Subject to the terms and conditions set forth in this Amendment, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at that time, place, and in the manner specified in Exhibit A.

2. Term. This Amendment shall commence on the date written above and shall expire on September 30, 2015; provided, however the parties may agree in writing to extend the Agreement, as amended, for up to two additional one-year terms. The parties may also agree in writing to change the expiration date.
3. **Compensation.** City shall pay Consultant for services rendered pursuant to this Amendment as described more particularly in Exhibit A. The payments shall be made on a quarterly basis upon City’s receipt and approval of Consultant’s invoices. Compensation for consulting services concerning the Office of Violence Prevention shall not exceed $93,750 and compensation for services concerning Project Ceasefire shall not exceed $137,500, based on the remaining balance of $62,500 under Amendment No. 1 plus an additional $75,000 under this Amendment. The total compensation for the Agreement shall not exceed $468,750.

All other provisions contained in the aforementioned Agreement, as amended, remain the same.

**THIS AMENDMENT** is executed as of the date and year first above written.

**CITY OF STOCKTON**

________________________________________
KURT O. WILSON, City Manager

ATTEST:

________________________________________
City Clerk

APPROVED AS TO FORM:

________________________________________
City Attorney

**CONSULTANT**

By: ______________________________
Signature

Stewart Wakeling, Director
California Partnership for Safe Communities
EXHIBIT A
Scope of Consultant’s Services

I. INTRODUCTION: This document describes the California Partnership for Safe Communities’ (CPSC) proposed scope of work and role as a design and technical assistance partner in an effort to continue to reduce and sustain the reduction of serious violence in Stockton. That effort is based on what is commonly referred to as the “Boston Ceasefire” model, now implemented across the country and established as best practice through multiple evaluations. In summary, CPSC proposes to continue to support the City of Stockton and its partners in the design and implementation of this evidence- and partnership-based violence reduction strategy. The primary measureable outcome of the effort is reduced gang/group-based violence as measured by injury shootings (fatal and possibly non-fatal injury shootings) in the near-term. In addition, however, over time the effort will seek to reduce recidivism. CPSC will focus on capacity building for reducing recidivism by working with Stockton and San Joaquin County partners to develop a reentry initiative modeled after the evidence-based Boston Reentry Initiative focusing on reducing recidivism among individuals returning to the community who are at highest risk of violence.

II. ROLE OF THIS INTERVENTION IN MARSHALL PLAN PROJECT ON PUBLIC SAFETY (MP): This effort will continue to be a core component in the spectrum of prevention and intervention programs growing out of the MP process.
   a. Ceasefire is uniquely well suited to the City of Stockton’s present public safety and economic challenges, partly because it does not depend on new funding streams (though it can benefit from them) to be implemented. Instead it realigns and reallocates existing resources, a priority for the City as per the MP process to form a well-coordinated spectrum of prevention and intervention tools. Note that Ceasefire, as a partnership-based approach, has been found in process evaluation to efficiently align and better coordinate existing criminal justice and community resources.
   b. In addition, this approach has the ability to assist the City and County of San Joaquin as they configure themselves and their criminal justice resources to respond to realignment. Studies have shown that the highest risk youth and young adults most likely to be involved in violence as victims or offenders are repeat offenders and share many characteristics with what is commonly referred to as a “reentry” population. The Stockton Ceasefire work will be explicitly tailored to assist the City and County maintain public safety while addressing the challenges of increased responsibility for serving the needs of its growing “reentry” population.
   c. Comprehensive presentations regarding the approach are made regularly to the Marshall Plan Stakeholders Committee. As a result, the stakeholders will be fully briefed on the implementation of the approach and its continued fit with the larger MP strategy.
III. SCOPE OF WORK:

A. CPSC will support the development of key operational capacities critical for the continued quality implementation and sustainability of the evidence-based, violence reduction strategy sometimes referred to as “Operation Ceasefire.” Because the reentry initiative in Stockton is an extension of “Operation Ceasefire” implementation, for the purposes of this scope of work, Stockton’s reentry initiative is included under the umbrella of “Operation Ceasefire.” In the paragraphs below we describe:

The key capacities that we will work with the relevant City of Stockton, County of San Joaquin and partnering agencies, organizations and individuals to develop and sustain in order for the “Operation Ceasefire” framework to be effective, as well as specific tasks that we will accomplish.

The catalog of technical assistance and training tools that are likely to be utilized in this process.

The phasing of this work over the course of our engagement with the City. This phasing will delineate the capacities needed to achieve:

i. Successful implementation on a near-term basis.

ii. Sustainability, including institutionalizing this process at the city and county level in order for both entities to maintain ongoing reductions in violence and recidivism.

Note that the initial implementation proceeded on two complementary tracks (rapid implementation and capacity building with a focus on institutionalization and sustainability). There will be a continued focus on quality implementation as well as a deeper focus on institutionalization and sustainability. This is further described under Section V. below.

1. RESEARCH AND ANALYSIS

a. Institutionalization of analysis of local violence dynamics in order to construct and sustain an effective intervention. This will include routinization and refinement of shooting reviews led by the Stockton Police Department, regular “group audits” of recently active gangs and other criminally-active groups in Stockton, and the emerging use of social network analysis as a key part of this work. This will also include reformatting of ICAP meetings to support data-driven violence reduction efforts such as “Operation Ceasefire.”

b. Construct metrics and systems to support regular performance management of the intervention. Identifying, monitoring and managing towards key indicators of progress can help ensure that the intervention is
managed effectively and that key stakeholders are kept up-to-date about progress and challenges. As described in Section I., these indicators will likely include at least fatal and perhaps non-fatal shootings by group, and may also include recidivism of participants, and community relations.

c. A formal evaluation is not encompassed by this scope of work but the CPSC team can consult with the City as it builds the framework for a possible evaluation and works to ensure the needed data is being routinely captured.

2. STRENGTHENING POLICE-COMMUNITY RELATIONS: PARTNERSHIP WITH COMMUNITY STAKEHOLDERS

a. CPSC will work with the local stakeholders to support the continued development and sustainability of an effective community outreach and operational partnership strategy. This will include a central emphasis on efforts to strengthen police-community relations—ultimately seeking a durable and effective partnership between affected communities and law enforcement.

b. The focus of these efforts will be operational and will occur in the context of the Ceasefire strategy, including its governance. Objectives include ongoing sharing of information, mutual accountability for results, joint agreement on roles and responsibilities, and maintenance of working relationship despite conflicts and tensions; that is, a robust police-community partnership in the service of reducing violence. CPSC will work with the Police Chief and relevant community stakeholders using a well-developed framework that includes specific relationship- and trust-building activities that produce the above objectives. Specific activities will be highly operationally focused. For example, focus will be on key community partnerships/leaders relevant to the communities affected by violence; process will be incremental and tied tightly to the implementation of the “Ceasefire” Initiative.

c. CPSC will continue to work with community stakeholders to strengthen and expand their operational and governance roles in the strategy. These roles include participation in call-ins and related communications with those at highest risk of violence such as custom notifications, “night walks,” informal support, working group participation, and other roles.

d. The result of these efforts will ideally be continued progress toward improved police-community relations, characterized by a functional operational partnership including the objectives and activities outlined in items b. and c. above.
3. COMMUNICATIONS AND MESSAGING

a. CPSC will work with core partners to continue the crafting, development and refinement of a locally-relevant direct communication strategy for use in the intervention with Stockton’s highest risk population.

b. CPSC will work with core partners to design mechanisms to effectively deliver these key messages directly to those at highest risk. These mechanisms include call-ins, custom notifications, in-custody panels, etc.

c. In addition to designing messaging for those at highest risk of violence, CPSC will — at the City’s discretion — advise on possible information and messaging for:
   i. The general public
   ii. Potential public and private funders
   iii. Key community leaders in the intervention area
   iv. Stockton Police Department personnel

d. Depending on the constituent group, the content of this information and messaging will include training and related assistance for internal and external stakeholders and partners concerning the nature of the Ceasefire intervention (what it is and what it isn’t) and regular updates on key milestones in implementation.

4. ENFORCEMENT

a. CPSC will work with law enforcement partners to design and maintain the commitment of appropriate and effective enforcement strategies. Enforcement partners are likely to continue to include, but not be limited to, federal enforcement agencies, the US Attorney’s Office for the Eastern District, neighboring police departments, county and state enforcement partners such as the District Attorney’s office, the Probation Department and California Department of Corrections and Rehabilitation (CDCR).

b. CPSC will work with law enforcement partners to design enforcement efforts that are economically feasible but also serve as effective deterrents for those highest risk individuals and groups that persist in violence and are a danger to themselves and the community. These actions will focus on swiftness, certainty, and proportionality; again, these strategies and enforcement tools will recognize SPD’s limited resources.

c. Full implementation of the approach includes the institutionalization of the above activities and capacities by the police department and, possibly, partner agencies such as probation and the district attorney’s office. This activity and related capacities are core to the success and sustainability of the initiative. One aspect of institutionalization will likely take the form of a regularly meeting multi-agency law enforcement group, to be formalized in
this phase of implementation. In the phases referenced in this contract, the public safety factors relevant to continue to reduce violence in Stockton that are part of “realignment” will be a particular focus of the work.

5. SUSTAINABILITY AND INSTITUTIONALIZATION

a. CPSC will work with relevant City of Stockton agencies and other core partners to develop performance management approaches for agencies (e.g. redesigning ICAP, revising and refining the work of Peacekeepers) and the partnership that enables them to monitor quality implementation.

b. CPSC will develop training in conjunction with local partners to shift/change organizational culture among key partners. This could include: police, clergy, social service agencies, outreach partners such as Peacekeepers and others. Relevant activities include modification of training (field and academy) and performance evaluation metrics, as well as trainings specific to the roles that particular agencies and their personnel play in quality implementation.

6. SERVICES AND SUPPORTS

a. CPSC will advise City of Stockton partners regarding effective coordination of existing formal and informal services and supports and related resources with the implementation of the “Ceasefire” strategy.

b. Furthermore, CPSC will work with the local partnership to develop informal supports for highest-risk populations. Such supports could include mutual support groups, and mentoring, and would draw on emerging best practices from other cities in California and nationally.

B. CPSC will support the development of the Office of Violence Prevention through the following activities:

1. Program Design Documents: Draft 2-4 page annotated outlines of each of the following OVP core programs:
   a. A Re-entry component (the Stockton Re-entry Initiative or SRI) that focuses on incarcerated individuals likely to be at highest risk of violence upon release.
   b. Peacekeeper: Street Outreach to groups and individuals at highest risk of violence to: (a) mediate conflicts, (b) reduce risk of violence; and (c) build relationships that facilitate risk reduction and support the service process.
   c. Mentoring and related informal community-based supports: evidence-based mentoring focused on youth and young adults at very highest risk of violence as defined by the Problem Analysis described below.
d. **Formal services**: evidence-based services (for example, employment development, substance abuse, education) focused on youth and young adults at very highest risk of violence as defined by the Problem Analysis.

e. A summary framework for how all the above fit together and will be coordinated as part of the overall Ceasefire strategy.

2. **Core management and staff functions**: Draft 1-3 page annotated outlines of each of the following core functions:

   a. **Ensure quality management** of the above strategy and programs. In summary, this would include a coordinated cycle of data analysis, partnership-building and action planning, direct communication, and focused follow through. Performance measures described will play a key role in assessing quality management and implementation.

   b. **Convene and engage stakeholders** who can play key operational roles, provide political support, and ensure an educated and engaged community. Data and analysis will be one of the key tools used to identify stakeholders.

   c. **Ensure programs to reduce violence conform to best practice** by functioning as a funding clearinghouse for programs in Stockton that aim to reduce violence.

   d. **Centralize and coordinate** the City’s public and private violence prevention grant funding in order to maximize impact and increase accountability for outcomes

   e. **The use of data collection and analysis** in the service of the above programs and functions, including the following

      i. **Problem Analysis** – a detailed and comprehensive portrait of the problem of violence in Stockton that guides strategy development and lays a foundation for performance management and evaluation. This will be the responsibility of OVP staff and SPD, with support from CPSC.

      ii. **Performance Management** – the development and collection of data aligned with the goals of the office. The goals will generate specific indicators for impact, which in turn will determine performance measures to guide day-to-day management of the core strategy. This will also be the responsibility of OVP staff and SPD with support from CPSC. The specific data collection and performance measurement will be closely related to the core program components above.

      iii. **Formal Evaluation** – in-depth analysis of what is working, what is not, and why. This will be administered by CPSC with the assistance of OVP and SPD. An independent formal evaluation is important to the mission of OVP but, at this time, private funding will be relied upon to support evaluation efforts.
3. **Develop a capacity building plan**, also based upon brief annotated outlines, regarding staff recruitment, staff training, and related capacity building for internal and external partners.
   a. **Overall objective:** ensure that both internal and external partners have the capacities needed to realize the office’s vision, goals and objectives.
   b. **Specific activities and products** may include developing the above noted annotated outlines (working documents) on the following:
      i. Job descriptions and recruiting strategies
      ii. Training plans for Peacekeeper and other outreach staff and partners
   c. **Program administration tools and practices**

4. **Comprehensive activities and products**, using the above as a foundation, we anticipate developing 3-4 major products with you over the next several months (beginning in early February):
   a. **Key overall or summary products**
      i. A detailed workplan (and timeline) that ensures the capacities to realize OVP’s vision, goals and objectives are in place in a timely manner (late February or early March).
      ii. A comprehensive OVP design and strategy document (April)
      iii. A plan for raising public and private funds to support OVP’s program and policy goals (a fundraising plan) (April)
   b. **Initial small-group planning process**
      i. We propose that we begin by meeting twice a month in a small group format using the above-described outlines as working documents – this could be a combination of in-person meetings and conference calls. We can expand from that format/process as appropriate.

**IV. ROLE OF CPSC:** CPSC will leverage our extensive experience implementing similar, successful partnership-based violence reduction efforts in a variety of cities in California and nationally with the primary purpose of ensuring effectiveness in Stockton and fidelity to best practice. Specifically, CPSC will:

   a. Function as a principal design and technical assistance partner with the Stockton Police Department, the City Manager’s Office, and other core stakeholders, and, if appropriate, will sit on relevant steering committees.

   b. Provide robust assistance in the key operational capacities described above in Section II, both directly and by leveraging peer assistance and expert consultants.

   c. Carry out much of the core capacity building directly, and will also work with the best national experts to advance the Stockton effort in specific areas.
These experts may include criminologist Anthony Braga, Ph.D., legitimacy scholar Tracey Meares, Professor David Kennedy, Rev. Jeffrey Brown and Pastor Caraveo, social network analysis expert Andrew Papachristos, Ph.D., police consultant Robert Wasserman, and street outreach experts Teny Gross and Kevin Grant.

d. Provide access to a network of peer cities in California and nationally, connecting to other cities that are working through similar implementation challenges has proven immensely valuable to cities.

e. Develop customized hands-on practice tools including operational check lists, how to guides, talking points, and a variety of other materials to guide local implementation.

f. Assist with the design and implementation – including focused problem-solving of realignment as it pertains to reducing violence in the City of Stockton. This includes – as per the Marshall Plan – the design and implementation of a version of the Boston Re-entry Initiative tailored to the City of Stockton but also in the larger context of Stockton and San Joaquin County.

V. CONTRACT OBJECTIVES: The specific objectives related to the above technical assistance activities are:

a. Stockton will continue to strengthen its capacity to collect and analyze data on gun-related street violence (in the form of a “problem analysis” and related ongoing activities), enabling it to identify those young people at highest risk of violence and more effectively address the strategic challenges of reducing violence in a context of limited resources.

b. Stockton will have the capacity to carry out a strategic communication strategy utilizing community forums for highest risk youth often referred to as call-ins, forums, or notification sessions, customized notifications and other similar communication tools.

c. Stockton will continue to strengthen the capacity of its street outreach program to maintain a strategic and operational focus on youth and young adults at very highest risk of violence as determined by the analytic processes described above in Section II Item 1. Key program activities will increasingly be highly coordinated with the overall approach. These activities are likely to include effectively addressing potential conflicts and tensions that might otherwise escalate into gun violence, connecting youth and young adults at highest risk of violence to needed services and opportunities, and communicating a powerful prevention message in partnership with a wide range of community stakeholders.
d. Stockton will have improved capacity to target the joint efforts of local, county, state, and federal law enforcement agencies to those youth and/or young people found to be “driving” violence as per the problem analysis in Section II Item 1 above.

e. Stockton will have improved/increased capacity to connect low-income youth at highest risk of violence to viable employment opportunities, training, and support, including housing, mental health, and substance abuse resources.

f. Stockton will have an improved police-community partnership that operates in the service of reducing violence, and will be achieved through incremental operational activities to take place within the implementation framework.

g. Stockton will have increased capacity to organize objectives a. - f. into a cohesive, strategic initiative with a clear identity and mission, incorporating well-designed street outreach, services and supports, law enforcement, and communication components.

h. The above components will be complemented by a working version – tailored to the City of Stockton’s ongoing public safety challenges – of the Boston Re-entry Initiative.

VI. PHASING & TIMELINE

a. Full implementation implies institutionalization of operating capacities and, therefore, sustainability of the approach, and is achieved in 18-36 months. This contract agreement refers to all the activities below with the explicit understanding that full institutionalization and the sustainability of such work extends substantially beyond the life of the present contract. The challenges of realignment and the local economy suggest a dynamic environment that may require sustained engagement by CPSC to ensure the continued success of the Ceasefire strategy and approach. In addition, while we refer to “phasing” below, we note that these are overlapping and complementary.

b. Phase 1 (1-6 months): Objective: Continued quality implementation of strategy. At the completion of this phase, implementation can be carried out successfully with moderate CPSC support and/or assistance. This would include completion of a preliminary analysis of the local violence dynamic, an initial strategic plan rooted in that analysis, and the development of basic operational capacities (enforcement, services and communication). In addition to these basic operational capacities, key outreach efforts such as gang/street outreach and clergy outreach are in motion and, at least, functional coordination is in place. While the CPSC team will be interacting with the local partners on a regular and frequent basis, it will also convene a review of progress with the City Manager, the Police Chief and partners to be designated by them at this point in the process. This will provide a structured
opportunity to adjust implementation plans, strategies and timelines with key stakeholders.

c. Phase 2 (1-12 months): Objective: Routinization of implementation. At the completion of this phase, SPD personnel and their partners can carry out implementation of the agreed upon strategy with limited consultation from CPSC. At this point, the project manager, relevant SPD personnel and key partners can manage the initiative mostly on their own and use CPSC staff for addressing complex or unusual challenges. During this phase, partners will also rely on CPSC for support in institutionalizing the approach in key agencies such as the police department, the district attorney’s office, etc. This will include the design and pilot of Stockton’s reentry initiative as an additional component of “Operation Ceasefire” implementation.

The initiative at this point would generally be characterized by a high level of coordination among the outreach, enforcement and service partners. As per Phase 1, the CPSC will convene a review of progress with the City Manager, the Police Chief and partners to be designated by them at this point in the process. This will provide a structured opportunity to adjust implementation plans, strategies and timelines with key stakeholders. This convening will have a particular focus on planning for the institutionalization of the approach.

d. Phase 3 (6-12 months): Objective: institutionalization of strategy. Note that the overlap between Phases 2 and 3 is intentional as some of this process precedes full attention to institutionalization. At the completion of this phase SPD can sustain the strategy through leadership changes (at both the departmental and political level) and changes in the character and distribution of local violence despite staff and leadership turnover. For example, familiarity and support for the approach might be a criteria for selection of a new chief and, possibly, for a new city manager. Initiative planning is incorporated into police policies and procedures in the same manner as are, for example, compstat-type programs.

e. Phase 4 (1-12 months): The development of a “Boston Re-entry Initiative” pilot effort – tailored to Stockton – that includes selection, case-planning, transitional, communication, post-release services and supports, sanctions, and supervision components.

VII. PARTNERSHIP REQUIREMENTS/KEY ASSUMPTIONS: Attainment of the above objectives requires the following:

a. Key local leadership (the Mayor and the entire City Council, Police Chief, City Manager and others) is in full support of the initiative and considers it central to the City of Stockton’s efforts to reduce group-related violence. The primary reporting relationship regarding implementation and all related issues will be
between CPSC and the City of Stockton City Manager and Police Chief and their designated staff.

b. A successful Stockton effort will require significantly greater resources to be successful. CPSC is entering into this agreement with the explicit understanding that City Manager, the Mayor’s Office, and Stockton Police Department will work together to raise additional funding for years 3 and 4 and up to 5 of this work.

VIII. CONTRACT TERMS, COST, AND PAYMENT

a. **Contract amount and term:** For the purposes of beginning to launch an effective violence reduction strategy in Stockton, the California Partnership for Safe Communities will extend the term of the current contract with the City of Stockton through September 30, 2015 and increase the total amount to incorporate additional services and time for a total of $468,750.

b. **Payment schedule and invoicing:** Payment for the one-year contract shall be paid to California Partnership for Safe Communities, 469 9th Street, Suite 210, Oakland, California 94607. Payment shall be made not less than quarterly based on invoices of services rendered. Invoices must separately indicate whether services provided are for the Office of Violence Prevention or for Operation Ceasefire.

c. **Progress Reports:** CPSC will work with city stakeholders to prepare two interim progress reports on the launch of this violence reduction effort. These reports will be prepared approximately six months and one year from contract execution. CPSC staff will be available to present such reports to relevant stakeholders.