Title: Agreement: Funding Agreement with Advance Peace to Implement the Peacemaker Fellowship Program in Sacramento

Location: Citywide

Recommendation:
1.) Pass a motion waiving the 10-day publication requirement pursuant to Sacramento City Code section 4.04.020.C [2/3 vote required]; and 2.) Pass a Resolution authorizing the City Manager or City Manager’s designee to execute a four-year agreement with Advance Peace, and any other documents necessary to implement the agreement for The Peacemaker Fellowship Program for a total not to exceed amount of $1.5 million from the Gang Prevention and Intervention (I02000600) multi-year operating project (MYOP); and 3) Authorizing the Director of the Mayor's Gang Prevention & Intervention Task Force to provide administrative oversight for the implementation of the Advance Peace strategy in Sacramento; and continue to September 19, 2017 for approval.

Contact: Khaalid Muttaqi, Director, Gang Prevention and Intervention Taskforce, (916) 808-5380, Office of the City Manager

Presenter: Khaalid Muttaqi, Director, Gang Prevention and Intervention Taskforce (916) 808-5380, Office of the City Manager

Attachments:

1-Description/Analysis
2-Task Force Members
3-Resolution
4-Funding Agreement
Description/Analysis

Issue Detail: Nationally, each year 11,000 people are murdered with a firearm and 70,000 people suffer from nonfatal firearm injuries. The government costs for a single shooting is estimated to be $400,000. While the impact of firearm violence is widespread and devastating, studies show it is typically driven by a small number of community members who are among the most likely victims of violence. The majority of gun homicides are retaliatory in nature and disproportionately concentrated in impoverished areas. In 2015, the City of Sacramento experienced a 54% increase in homicides, and a 47% increase in firearm assaults citywide compared to the previous year.

In support of the City’s effort to increase public safety in our most impacted neighborhoods, the Mayor’s Gang Prevention & Intervention Taskforce (Taskforce, see Attachment 1) vetted and endorsed an innovative gun-violence reduction strategy developed by Advance Peace known as The Peacemaker Fellowship (Fellowship). The Fellowship is modeled after the City of Richmond’s Office of Neighborhood Safety efforts.

Advance Peace works to interrupt gun violence in urban neighborhoods by providing transformational opportunities to young adults identified as most likely to be perpetrators and/or victims of gun violence. A priority of the Fellowship is to ensure greater connectivity to culturally competent human, social, and economic opportunities, to young adults who are traditionally isolated from those services. By working with and supporting a targeted group of individuals at the core of gun hostilities, Advance Peace bridges the gap between anti-violence programming and a hard-to-reach population at the center of violence in urban areas. The key components of the Peacemaker Fellowship program are:

- Multiple Daily Contacts
- Life Coaching
- Social Service Navigation
- LifeMAP Stipends
- Transformative Travel
- Intergenerational Mentoring
- Subsidized Internships

Out of 28 interested cities, Sacramento has been selected by Advance Peace to partner on the implementation of the Peacemaker Fellowship program in Sacramento. As part of this partnership, Advance Peace will invest $1.5 million over three years to implement the strategy in Sacramento. As part of this partnership agreement, the City commitment to Advance Peace requires:

- Formal resolution by the Mayor and City Council
- Formal contract to implement a minimum of two 18-month Fellowship cohorts
- Funding commitment from the City
- Commitment to provide data around gun violence and work with Advance Peace’s evaluation partner
Policy Considerations: On September 15, 2015 City Council approved the strategic framework for the Task Force. The implementation of the Peacemaker Fellowship Program is consistent with the adopted strategic framework; and with the current direction provided by the Task Force. This program also aligns with the Mayor's priorities to: Invest in our Youth, Enhance Neighborhood Services, and Strengthen Public Safety.

Economic Impacts: Not Applicable

Environmental Considerations: Not Applicable

Sustainability: Not Applicable

Commission/Committee Action: Since July 2015 the Taskforce has met regularly to develop strategies and track outcomes related to gang-crime. On February 9, 2017, the Taskforce vetted and endorsed the Peacemaker Fellowship Program for Sacramento.

Rationale for Recommendation: The Mayor’s Gang Prevention and Intervention Taskforce was re-established in 2015 in response to an increase in gang-related violence in Sacramento. In 2015, the City of Sacramento experienced a 54% increase in homicides, and a 47% increase in firearm assaults citywide compared to the previous year. There is a shared understanding among all partner agencies that this is a problem that we cannot “arrest our way out of.” Investing in our high-need youth, families, and neighborhoods is part of a comprehensive community safety strategy that supports the long term economic health of our City.

Financial Considerations: The City’s financial commitment to support implementation of the Peacemaker Fellowship strategy in Sacramento will not exceed $500,000 each year, with a total not to exceed amount of $1.5 million over three years. The Fiscal Year (FY)2017/18 Approved Budget includes $1.5 million in General Funds for the Gang Prevention and Intervention Taskforce (I02000600) multi-year operating Project (MYOP). The Taskforce recommends funding the City’s contribution for this agreement from I02000600 to implement the Peacemaker Fellowship Program in Sacramento. The funding identified in the agreement is subject to Council approval of the annual budget for this project, for the applicable Fiscal Year(s).

These funds will be used to hire Street Outreach Workers, evaluation, and technical assistance from Advance Peace staff. Staff anticipates an additional allocation of at least $650,000 for the Task Force Grant Program this year. The RFQ for these funds is scheduled to be released later this year.

Local Business Enterprise (LBE): Not Applicable
**Background:**
The Peacemaker Fellowship
(Gun Violence Reduction Strategy)

**MISSION**
The primary purpose of the Peacemaker Fellowship is to save lives by eliminating gun violence. The Fellowship will coordinate targeted intervention services to young adults identified as most likely to be perpetrators and/or victims of gun violence. A priority of the Fellowship is to ensure greater connectivity to culturally competent human, social, and economic opportunities, to young adults who are traditionally isolated from those services.

**GOALS**
- Provide recipients with considerable opportunity for personal, social, educational and vocational growth and development
- Promote healthy resolutions to conflict and community well-being
- Participants remain alive and free of any new criminal charges or gun-related injuries
- Participants become leaders who are committed to living and promoting healthy and positive lifestyles

**APPROACH**
- Intensive engagement with individuals at the core of firearm conflicts in urban neighborhoods
- Reformed gang-members from Sacramento are hired as street outreach change agents and focus on intervening in conflicts, preventing retaliation, brokering social services and steering individuals away from violence to more positive endeavors
- Incorporates a public health approach to prevent gun violence by addressing the root conditions such as trauma and drug addiction.

**OUTCOMES**
- Reduce firearm assaults by 50% citywide over a 4-year period
- Reduce firearm-related homicides by 50% citywide over a 4-year period
- Reduce by $26 million the government costs associated with gun violence
- Dismantle gang war zones within and around the City
Mayor’s Gang Prevention and Intervention Task Force  
City of Sacramento

Darrell Steinberg  
Mayor  
City of Sacramento

Rick Jennings, II  
Vice Mayor,  
City of Sacramento

Jay Schenirer  
Councilmember,  
Dist. 5  
City of Sacramento

Arturo Sanchez  
Assistant City Manager  
City of Sacramento

Brian Louie  
Interim Police Chief  
City of Sacramento  
Police Department

Chris Conlin  
Director  
Department of Parks and Recreation  
City of Sacramento

Betty Williams  
President  
Sacramento NAACP

Kimberly Key  
Chief Executive Officer  
Boys and Girls Club of Greater Sacramento

David Gordon  
Superintendent  
Sacramento County  
Office of Education

Jose Banda  
Superintendent  
Sacramento City  
Unified School District

Sara Noguchi  
Assoc. Superintendent  
Innovation, Research and Design  
Twin Rivers USD

Cecil Duke  
Asst. Superintendent,  
Student Services & Safety  
Natomas USD

Christopher Hoffman  
Superintendent  
Elk Grove USD

Matt Cervantes  
Program Officer  
Sierra Health Foundation

Phil Serna  
Supervisor  
County of Sacramento

Lee Seale  
Chief Probation Officer  
County of Sacramento

Scott Jones  
Sheriff  
County of Sacramento  
Sheriff’s Department

Anne Marie Schubert  
District Attorney  
County of Sacramento

Paulino Durán  
Chief Public Defender  
County of Sacramento

Anthony Sadler  
Pastor  
Shiloh Baptist Church

Michelle Odell  
Public Affairs Director  
Kaiser Permanente

Kathy Kossick  
Executive Director  
Sacramento Employment and Training Agency (SETA)

Stacy Boulware  
Judge  
County of Sacramento  
Superior Court

Kevin McCormick  
Judge  
County of Sacramento  
Superior Court

Ann Edwards  
Director  
Department of Human Assistance

Cathy Rodriguez  
Executive Director  
Hispanic Chamber of Commerce

David Demers  
Chief Executive Officer  
Sacramento Regional Conservation Corps

Sistah Pat Roundtree  
Rivers  
Area Congregations Together (ACT)

Christine Tien  
The California Endowment
RESOLUTION NO. 2017-
Adopted by the Sacramento City Council
September 19, 2017

SUPPORT FOR THE SELECTION OF THE CITY OF SACRAMENTO BY ADVANCE PEACE FOR THE PROVISION OF GUN VIOLENCE INTERVENTION SERVICES

BACKGROUND

A. Nationally, each year 11,000 people are murdered with a firearm and 70,000 people suffer from nonfatal firearm injuries. The government costs for a single shooting is estimated to be $400,000.

B. Advance Peace works to interrupt gun violence in urban neighborhoods by providing transformational opportunities to young adults identified as most likely to be perpetrators and/or victims of gun violence. By working with and supporting a targeted group of individuals at the core of gun hostilities, Advance Peace bridges the gap between anti-violence programming and a hard-to-reach population at the center of violence in urban areas.

C. Out of 28 interested cities, Sacramento has been selected by Advance Peace to partner on the implementation of The Peacemaker Fellowship program in Sacramento. As part of this partnership, Advance Peace will invest $1.5 million to implement and evaluate The Fellowship strategy in Sacramento. The Fellowship is grounded in five evidence-based practices and modeled after the City of Richmond’s Office of Neighborhood Safety efforts.

D. Public/Private partnership agreements can allow the City the opportunity to leverage resources and explore innovative practices to meet adopted City goals and provide public benefit.

E. In 2015, the City of Sacramento experienced a 54% increase in homicides, and a 47% increase in firearm assaults citywide compared to the previous year. Studies show firearm violence is typically driven by a small number of people, who are also the most likely victims of violence.

F. The Mayor’s Gang Prevention and Intervention Task Force works collaboratively with over 30 multi-disciplinary agencies to address gang-related violence in Sacramento. The FY2016/17 Approved Budget included a $1.2 million General Fund
budget for the Gang Task Prevention (I02000600) multi-year operating project (MYOP).

G. Partnering with Advance Peace to implement The Peacemaker Fellowship in Sacramento supports the City's commitment to provide opportunities for trauma impacted youth and broaden efforts surrounding public safety.

BASED ON FACTS SET FORTH IN THE BACKGROUND, THE COUNCIL RESOLVES AS FOLLOWS

Section 1. The City Manager or his designee, is hereby authorized to execute a four-year agreement with Advance Peace, and any other documents necessary to implement the agreement for The Peacemaker Fellowship Program.

Section 2. The City will provide a financial commitment for a total not to exceed amount of $1.5 million from the Gang Prevention and Intervention (I02000600) multi-year operating project (MYOP) budget to support implementation of The Peacemaker Fellowship Program in Sacramento.

Section 3. That the Director of the Mayor's Gang Prevention & Intervention Task Force will provide administrative oversight for the implementation of the Advance Peace strategy in Sacramento.
FUNDING AGREEMENT

This agreement (Agreement), dated ____________, 2017, for purposes of identification, is between the City of Sacramento (the "City"), a California municipal corporation, and Advance Peace ("Recipient") and Safe Passages ("Fiscal Sponsor"), a California nonprofit public benefit corporation.

Background

Nationally, each year 11,000 people are murdered with a firearm and 70,000 people suffer from nonfatal firearm injuries. While the impact of firearm violence is widespread and devastating, studies show it is typically driven by a small number of community members who are among the most likely victims of violence. The majority of gun homicides are retaliatory in nature. In 2015, the City of Sacramento experienced a 54% increase in homicides, and a 47% increase in firearm assaults citywide compared to the previous year.

Advance Peace works to interrupt gun violence in urban neighborhoods by providing transformational opportunities to young adults identified as most likely to be perpetrators and/or victims of gun violence. Advance Peace provides an 18-month persistent outreach and intervention strategy focused on the young men involved, or most likely involved, in firearm offenses and provides a personalized program to disrupt the cycles of violence. The Peacemaker Fellowship is modeled after the City of Richmond’s Office of Neighborhood Safety efforts.

In February 2017, the Mayor’s Gang Prevention & Intervention Task Force vetted and endorsed the Advance Peace strategy for Sacramento. Of 28 interested cities, Sacramento has been selected by Advance Peace to partner on the implementation of The Peacemaker Fellowship program. As part of this partnership, Advance Peace will invest $1.5 million to implement and evaluate the strategy in Sacramento.

Safe Passages serves as fiscal sponsor for Advance Peace to provide administrative support for the implementation of The Peacemaker Fellowship program. Safe Passages is a California nonprofit public benefit corporation whose mission is to disrupt the cycle of poverty by engaging youth and families to build and drive a continuum of services that supports student success and community development.

With these background facts in mind, the City, Recipient, and Fiscal Sponsor agree as follows:

1. Term. The Term of this Agreement shall commence on __________, 2017 and shall end on __________, 2021, unless extended by the City or unless sooner terminated in accordance with the terms of this Agreement.

2. Funding. The City shall provide Fiscal Sponsor with a total financial commitment not to exceed amount of $1.5 million, over three years, to support implementation of The Peacemaker Fellowship strategy in Sacramento. The first payment shall be provided no later than 60 days after the date this Agreement is signed by all parties. Additional installments are to be appropriated from the Gang Prevention and Intervention (02000600) multi-year operating project (MYOP) upon official City Council adoption of future city budgets. Fiscal Agent will distribute the funds to the Recipient.
Payments pursuant to this Agreement shall be rendered at the dates set forth below:
- August 31, 2017 - $500,000
- August 31, 2018 - $500,000
- August 31, 2019 - $500,000

3. **Deliverables.** In exchange for the City’s funding, Recipient shall do all of the following:

   (a) Advance Peace shall commit programmatic funding of $1,500,000, over three years, for the implementation of The Peacemaker Fellowship program in Sacramento;

   (b) Assess the local gun-violence problem and define area benchmarks for improvement, in coordination with City staff;

   (c) Hire a local Program Manager and three Outreach Workers and any additional employees, in coordination with City staff;

   (d) Provide a minimum of two 18-month Fellowship cohorts with a minimum of 100 total participants (50 each cohort);

   (e) Work in partnership with the City to organize an infrastructure and coordinate citywide implementation;

   (f) Develop and monitor a data collection and evaluation plan; and

   (g) Provide the City with a written report that details evaluation findings.

4. **Program Benchmarks.**
   
   **Year 1**
   - Hire and train staff and secure office location within the City of Sacramento
   - Identify target population and enroll at least 50 participants in the Fellowship
   - Secure MOU’s with key community partners to include Task Force grantees
   - Provide update on overall progress of the Fellowship as part of Task Force annual report
   
   **Year 2**
   - Complete first 18-month cohort
   - Provide evaluation findings on Fellows in first cohort including, but not limited to:
     - number of participants that completed the program
     - number of participants with new gun charges/arrest
     - social services received after enrolling in program
     - percentage of LifeMAP milestones reached by participants
     - number of participants entering paid internships
     - number of participants deceased from gunfire
   - Identify target population and enroll an additional 50 participants in the second Fellowship
   - Provide update on overall progress of the Fellowship including budget expenditures as part of Task Force annual report
Year 3

- Provide comparative data analysis report to City Council of gun related assaults and homicides in targeted areas and citywide.
- Provide update on overall progress of the Fellowship including budget expenditures as part of Task Force annual report

Year 4

- Complete second 18-month cohort
- Provide comprehensive report conducted by an external evaluator (UC Berkeley Institute for Urban and Regional Development & National Council on Crime and Delinquency) including but not limited to: accomplishments, challenges, data analysis, and recommendations.

Goals

- Demonstrate at least a 20% reduction of gun-related assaults and homicides by end of year 2
- Demonstrate at least a 50% reduction of gun-related assaults and homicides by end of year 4

5. Notices. Any notice or other communication under this Agreement must be in writing and is considered properly given and effective only when mailed or delivered in the manner provided by this section to the persons identified below. A notice or other communication that is mailed is effective or considered to have been given on the third day after it is deposited in the U.S. Mail (certified mail and return receipt requested), addressed as set forth below, with postage prepaid. A notice or other communication sent in any other manner will be effective or will be considered properly given when actually delivered. A party may change its address for these purposes by giving written notice of the change to the other party in the manner provided in this section.

If to the City:
City of Sacramento
Office of the City Manager
915 I Street, 5th Floor
Sacramento, California 95814
Attention: Khaalid Muttaqi
Gang Prevention Intervention Director

If to Recipient:
Advance Peace
440 Civic Center Plaza, Suite 360
Richmond, CA 94804
Attention: DeVone Boggan
CEO, Advance Peace

6. Budget Contingency. It is understood and agreed that future years funding is contingent upon City Council appropriation for the Gang Prevention and Intervention Task Force (102000600) multi-year operating project (MYOP). If the City of Sacramento lacks funding within its budget for the Task Force project, the City shall have no liability to pay any funds to the Recipient or to furnish any other consideration under this Agreement and the Recipient shall not be obligated to continue to perform under the provisions of this Agreement.

7. Assignments. A party may not assign or otherwise transfer this agreement or any interest in it without the other party’s prior written consent, which the other party may withhold in its sole discretion. An assignment or other transfer made contrary to this section is void.

7. Binding effect. This Agreement binds and inures to the benefit of the parties’ successors and assigns.
8. **Time of Essence.** Time is of the essence in performing this Agreement.

9. **Severability.** If a court with jurisdiction rules that any nonmaterial part of this Agreement is invalid, unenforceable, or contrary to law or public policy, then the rest of this Agreement remains valid and fully enforceable.

10. **Waiver.** A party’s failure to insist on strict performance of this Agreement or to exercise any right or remedy upon breach of this agreement will not constitute a waiver of the performance, right, or remedy. A party’s waiver of another party’s breach of any provision in this Agreement is not a continuing waiver or a waiver of any later breach of the same or any other provision. A waiver is binding only if set forth in a writing signed by the waiving party.

11. **Interpretation.** This Agreement is to be interpreted and applied in accordance with California law, except that that the rule of interpretation in California Civil Code section 1654 will not apply.

12. **Attorneys’ fees.** The parties must bear their own costs and attorneys’ fees incurred in connection with this Agreement.

13. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the City and Recipient. It is not intended to benefit any third parties.

14. **Counterparts.** The parties may sign this Agreement in counterparts, each of which is considered an original, but all of which constitute the same agreement. Facsimiles, pdfs, and photocopies of signature pages of the agreement have the same binding effect as originals.

15. **Integration and modification.** This Agreement sets forth the parties’ entire understanding regarding the matters set forth above and is intended to be their final, complete, and exclusive expression of those matters. It supersedes all prior or contemporaneous agreements, representations, and negotiations—written, oral, express, or implied—and may be modified only by another written agreement signed by both parties.

*(Signature Page Follows)*
City of Sacramento,
a California municipal corporation

By: ________________________________
    Howard Chan
    City Manager
    Date: ______________, 2017

Safe Passages, a California nonprofit public benefit corporation

By: ________________________________
    Josefina Alvarado-Mena
    CEO, Safe Passages
    Date: _______ / _______ / 2017

Advance Peace

By: ________________________________
    DeVane Boggan
    Founder & CEO, Advance Peace
    Date: _______ / _______ / 2017

Approved as to Form
Sacramento City Attorney

By: ________________________________
    Michael Fry
    Senior Deputy City Attorney

Attest:

By: ________________________________
    Assistant City Clerk