

1 Introduced by Council Member Salem:  
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4 **ORDINANCE 2023-189**

5 AN ORDINANCE REGARDING THE MENTAL HEALTH  
6 OFFENDER PROGRAM (THE "MHOP"); APPROPRIATING  
7 \$45,750 FROM THE GENERAL FUND GSD - MENTAL  
8 HEALTH OFFENDER PROGRAM ACTIVITY TO THE MENTAL  
9 HEALTH OFFENDER PROGRAM TRUST FUND (FUND 11528)  
10 TO PAY FOR CONTRACTUAL SERVICES FOR THE MHOP;  
11 PROVIDING FOR DISBURSEMENT OF \$200,000  
12 ORIGINALLY APPROPRIATED BY ORDINANCE 2022-504-E  
13 TO THE FOURTH JUDICIAL CIRCUIT COURTS OF FLORIDA  
14 (\$62,500), THE PUBLIC DEFENDER FOR THE FOURTH  
15 JUDICIAL CIRCUIT (\$45,000), THE STATE ATTORNEY'S  
16 OFFICE, FOURTH JUDICIAL CIRCUIT (\$45,000), AND  
17 I.M. SULZBACHER CENTER FOR THE HOMELESS, INC.  
18 (\$47,500) FOR THE PROVISION OF SERVICES FOR THE  
19 MENTAL HEALTH OFFENDER PROGRAM; APPROVING, AND  
20 AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND  
21 CORPORATION SECRETARY TO EXECUTE AND DELIVER A  
22 THIRD AMENDMENT TO SERVICES CONTRACT BETWEEN THE  
23 CITY OF JACKSONVILLE AND I.M. SULZBACHER CENTER  
24 FOR THE HOMELESS, INC. ("SULZBACHER") FOR THE  
25 CONTINUED PROVISION OF SERVICES FOR THE MHOP;  
26 INVOKING THE EXEMPTION IN SECTION 126.107(G)  
27 (EXEMPTIONS), PART 1 (GENERAL REGULATIONS),  
28 CHAPTER 126 (PROCUREMENT CODE), *ORDINANCE CODE*,  
29 TO ALLOW A DIRECT CONTRACT WITH SULZBACHER FOR  
30 THE CONTINUED PROVISION OF SERVICES FOR THE  
31 MHOP; WAIVING SECTION 118.107 (NONPROFITS TO

1 RECEIVE FUNDING THROUGH A COMPETITIVE EVALUATED  
2 AWARD PROCESS), PART 1 (GENERAL PROVISIONS),  
3 CHAPTER 118 (CITY GRANTS), *ORDINANCE CODE*, TO  
4 ALLOW A DIRECT CONTRACT WITH SULZBACHER;  
5 APPROVING, AND AUTHORIZING THE MAYOR, OR HIS  
6 DESIGNEE, AND CORPORATION SECRETARY TO EXECUTE  
7 AND DELIVER A SERVICES CONTRACT BETWEEN THE CITY  
8 OF JACKSONVILLE AND THE PUBLIC DEFENDER'S  
9 OFFICE, FOURTH JUDICIAL CIRCUIT, FOR THE  
10 PROVISION OF SERVICES FOR THE MHOP; APPROVING,  
11 AND AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND  
12 CORPORATION SECRETARY TO EXECUTE AND DELIVER A  
13 FIRST AMENDMENT TO THE SERVICES CONTRACT BETWEEN  
14 THE CITY OF JACKSONVILLE AND THE STATE  
15 ATTORNEY'S OFFICE, FOURTH JUDICIAL CIRCUIT, FOR  
16 THE CONTINUED PROVISION OF SERVICES FOR THE  
17 MHOP; APPROVING, AND AUTHORIZING THE MAYOR, OR  
18 HIS DESIGNEE, AND CORPORATION SECRETARY TO  
19 EXECUTE AND DELIVER A FIRST AMENDMENT TO  
20 SERVICES CONTRACT BETWEEN THE CITY OF  
21 JACKSONVILLE AND THE FOURTH JUDICIAL CIRCUIT  
22 COURTS OF FLORIDA, FOR THE CONTINUED PROVISION  
23 OF SERVICES FOR THE MHOP; AUTHORIZING THE CITY  
24 TO ENTER INTO AMENDMENTS TO SERVICES CONTRACTS  
25 WITH MHOP SERVICE PROVIDERS AS NECESSARY TO  
26 REALLOCATE FUNDS AS SET FORTH HEREIN; PROVIDING  
27 FOR OVERSIGHT BY THE GRANTS AND CONTRACT  
28 COMPLIANCE DIVISION; PROVIDING AN EFFECTIVE  
29 DATE.

30  
31 **WHEREAS**, the Mental Health Offender Program (the "MHOP") is a

1 jail diversion program for mentally ill misdemeanor offenders that  
2 is currently managed and administered through the coordinated efforts  
3 of the City of Jacksonville, I.M. Sulzbacher Center for the Homeless,  
4 Inc. ("Sulzbacher"), the State Attorney's Office, Fourth Judicial  
5 Circuit (the "SAO"), the Public Defender's Office, Fourth Judicial  
6 Circuit (the "PDO"), and the Fourth Judicial Circuit Courts of Florida  
7 (the "Courts"); and

8 **WHEREAS**, the City provided initial funding for the MHOP pursuant  
9 to Ordinance 2020-733-E and authorized an agreement with Sulzbacher  
10 to provide operational services for the MHOP and an agreement with  
11 the Courts for oversight of a Mental Health Initiative Jail  
12 Coordinator position for the MHOP; and

13 **WHEREAS**, contracts were duly executed with Sulzbacher and the  
14 Courts, respectively, pursuant to the authorities granted by  
15 Ordinance 2020-733-E; and

16 **WHEREAS**, in 2021, the City (pursuant to Ordinance 2021-317-E)  
17 appropriated \$133,800 to Sulzbacher for the provision of services for  
18 the MHOP, and authorized a First Amendment to the agreement between  
19 the City and Sulzbacher to increase the maximum indebtedness to  
20 \$483,800 and to extend the agreement term to September 30, 2022; and

21 **WHEREAS**, the City subsequently appropriated an additional  
22 \$447,500 to Sulzbacher for the continued provision of services for  
23 the MHOP, and executed a Second Amendment to the agreement with  
24 Sulzbacher to increase the maximum indebtedness to \$931,300 and to  
25 extend the agreement term through March 31, 2023; and

26 **WHEREAS**, pursuant to Ordinance 2022-90-E, the City appropriated  
27 additional funds to Sulzbacher and the Courts for the continued  
28 provision of services for the MHOP, in addition to appropriating  
29 funds and authorizing contracts with the SAO and PDO to fund a .5  
30 full-time equivalent (FTE) attorney position with both agencies for  
31 the provision of services for the MHOP; however, only an agreement

1 with the SAO was executed which expires on March 31, 2023; and

2       **WHEREAS**, additional funds in the amount of \$275,000 were  
3 appropriated to Sulzbacher pursuant to Ordinance 2022-818-E but a  
4 contract amendment was never executed to increase the maximum  
5 indebtedness or to further extend the term of the Sulzbacher contract;  
6 and

7       **WHEREAS**, it is the Council's intent in adopting this legislation  
8 to authorize the execution of an initial contract with the PDO as  
9 described herein and to execute amendments to the contracts with  
10 Sulzbacher, the SAO, and the Courts to increase the maximum  
11 indebtedness of each contract to reflect all funds appropriated to  
12 these agencies for the provision of services to the MHOP and to extend  
13 the term of said contracts through September 30, 2023 to coincide  
14 with the City's fiscal year; now therefore

15       **BE IT ORDAINED** by the Council of the City of Jacksonville:

16       **Section 1. Appropriation.** For the 2022-2023 fiscal year,  
17 within the City's budget, there are hereby appropriated the indicated  
18 sum(s) from the account(s) listed in subsection (a) to the account(s)  
19 listed in subsection (b):

20 (The account information is attached hereto as **Exhibit 1** and  
21 incorporated herein by this reference)

22       (a) Appropriated from:

23               See attached **Exhibit 1**                               \$48,750

24       (b) Appropriated to:

25               See attached **Exhibit 1**                               \$48,750

26       (c) Explanation of Appropriation:

27               The funding above represents an appropriation of funds from  
28 the General Fund GSD - Mental Health Offender Program  
29 Activity to the Mental Health Offender Trust Fund to pay  
30 for contractual services in support of the MHOP.

31       **Section 2. Purpose.** The purpose of the appropriation in

1 Section 1 is to move available funding from the General Fund GSD -  
2 MHOP Activity to the MHOP Trust Fund to pay for contractual services  
3 by Sulzbacher, the SAO, the PDO and the Courts.

4 **Section 3. Disbursement of Funds Originally Appropriated by**  
5 **Ordinance 2022-504-E for the Mental Health Offender Program.**

6 Ordinance 2022-504-E, the fiscal year 2022-2023 budget, appropriated  
7 \$200,000 for the Mental Health Offender Program, a jail diversion  
8 program for mentally ill misdemeanor offenders. The MHOP was designed  
9 in response to the burden that mentally ill offenders place on the  
10 criminal justice system. The MHOP's purpose is to break the cycle  
11 of repeated misdemeanor arrests and provide the wrap-around support  
12 misdemeanor offenders with mental health issues need to successfully  
13 treat their illness and reintegrate back into the community. This  
14 program is currently administered through a joint effort between the  
15 Fourth Judicial Circuit Courts of Florida, the State Attorney's  
16 Office, Fourth Judicial Circuit, and the Public Defender's Office,  
17 Fourth Judicial Circuit, in coordination with I.M. Sulzbacher Center  
18 for the Homeless, Inc. which oversees and administers the operation  
19 of the MHOP. The \$200,000 appropriated by Ordinance 2022-504-E for  
20 the MHOP shall be disbursed for services rendered in fiscal year  
21 2022-2023 as follows: (1) \$62,500 to the Fourth Judicial Circuit  
22 Courts of Florida to fund all or a portion of a Mental Health  
23 Initiative Jail Coordinator (or substantially similar) position for  
24 the MHOP to be managed by the Courts; (2) \$45,000 to the Public  
25 Defender's Office to fund a portion of a FTE attorney position within  
26 the PDO for the MHOP; (3) \$45,000 to the State Attorney's Office to  
27 fund a portion of a FTE attorney position within the SAO for the  
28 MHOP; and (4) \$47,500 to Sulzbacher for continued oversight and  
29 administration of the MHOP.

30 **Section 4. Approval and Authorization to Execute a Third**  
31 **Amendment to the Services Contract with I.M. Sulzbacher Center for**

1 **the Homeless, Inc.** There is hereby approved, and the Mayor, or his  
2 designee, and Corporation Secretary are hereby authorized to execute  
3 and deliver, that certain Third Amendment to Services Contract between  
4 the City of Jacksonville and I.M. Sulzbacher Center for the Homeless,  
5 Inc., in substantially the form attached hereto as **Exhibit 2** and  
6 incorporated herein by this reference, to increase the maximum  
7 indebtedness of the agreement by \$322,500 (\$275,000 appropriated by  
8 Ordinance 2022-818-E and \$47,500 appropriated by Ordinance 2022-504-  
9 E), for a new total maximum indebtedness of \$1,253,800, and to extend  
10 the term of the agreement to September 30, 2023 for the continued  
11 provision of services for the MHOP in accordance with the terms of  
12 the agreement.

13 **Section 5. Invoking the Exemption in Section 126.107(g)**  
14 **(Exemptions), Part 1 (General Regulations), Chapter 126 (Procurement**  
15 **Code), Ordinance Code.** The City is hereby authorized to procure the  
16 professional services of Sulzbacher for continued management of the  
17 jail diversion program for mentally ill misdemeanor offenders.  
18 Pursuant to Section 126.107(g) (Exemptions), Part 1 (General  
19 Regulations), Chapter 126 (Procurement Code), *Ordinance Code*, such  
20 procurement is exempted from competitive solicitation because the  
21 supplies or services are to be provided by those specifically  
22 prescribed within authorizing legislation that appropriates the same.  
23 With the exception of the foregoing, all other provisions of Chapter  
24 126, *Ordinance Code*, shall remain in full force and effect.

25 **Section 6. Waiver of Section 118.107 (Nonprofits to receive**  
26 **funding through a competitive evaluated award process), Part 1**  
27 **(General Provisions), Chapter 118 (City Grants), Ordinance Code.** The  
28 provisions of Section 118.107 (Nonprofits to receive funding through  
29 a competitive evaluated award process), Part 1 (General Provisions),  
30 Chapter 118 (City Grants), *Ordinance Code*, are hereby waived to allow  
31 for an extension to the Services Contract between I.M. Sulzbacher

1 Center for the Homeless, Inc., and the City of Jacksonville for the  
2 continued provision of oversight and management services by  
3 Sulzbacher for the MHOP. A continuation of the agreement with  
4 Sulzbacher is justified because Sulzbacher began providing these  
5 services at the inception of the MHOP as a nine-month pilot project.  
6 Sulzbacher's ability to oversee and administer this program has been  
7 tried and proven for the duration of the pilot program and the MHOP.

8 **Section 7. Approval and Authorization to Execute a Services**  
9 **Contract with the Public Defender's Office, Fourth Judicial Circuit.**

10 There is hereby approved, and the Mayor, or his designee, and  
11 Corporation Secretary are hereby authorized to execute and deliver,  
12 that certain Services Contract between the City of Jacksonville and  
13 the Public Defender's Office, Fourth Judicial Circuit, in  
14 substantially the form attached hereto as **Exhibit 3** and incorporated  
15 herein by this reference (the "PDO Contract"), in an amount not-to-  
16 exceed \$90,000 (\$45,000 appropriated by Ordinance 2022-90-E and  
17 \$45,000 appropriated by Ordinance 2022-504-E), with the term of said  
18 contract being retroactive to September 28, 2022. Said funds shall  
19 be used to pay for a portion of a FTE Public Defender position to  
20 provide services for the MHOP in accordance with the terms of the PDO  
21 Contract. The PDO Contract may include such additions, deletions and  
22 changes as may be reasonable, necessary and incidental for carrying  
23 out the purposes thereof, as may be acceptable to the Mayor, or his  
24 designee, with such inclusion and acceptance being evidenced by  
25 execution of the PDO Contract by the Mayor, or his designee; provided  
26 however, no modification to the PDO Contract may increase the  
27 financial obligations or liability of the City to an amount in excess  
28 of the amount stated in the PDO Contract or decrease the duties and  
29 obligations of the Public Defender's Office, as stated in the PDO  
30 Contract, and any such modification shall be technical only and shall  
31 be subject to appropriate legal review and approval by the Office of

1 General Counsel. For the purposes of this Ordinance, the term  
2 "technical changes" is defined as those changes having no financial  
3 impact to the City and any other non-substantive changes that do not  
4 substantively increase the duties and responsibilities of the City  
5 under the provisions of the PDO Contract.

6 **Section 8. Approval and Authorization to Execute a First**  
7 **Amendment to the Services Contract with the State Attorney's Office,**  
8 **Fourth Judicial Circuit.** There is hereby approved, and the Mayor,  
9 or his designee, and Corporation Secretary are hereby authorized to  
10 execute and deliver, a First Amendment to Services Contract between  
11 the City of Jacksonville and the State Attorney's Office, Fourth  
12 Judicial Circuit, in substantially the form attached hereto as **Exhibit**  
13 **4** and incorporated herein by this reference, to increase the maximum  
14 indebtedness of the contract by \$45,000 (appropriated by Ordinance  
15 2022-504-E) for a new total maximum indebtedness of \$90,000, and to  
16 extend the term of the contract to September 30, 2023. Said funds  
17 shall be used to pay for a portion of a FTE State Attorney position  
18 for the provision of services for the MHOP in accordance with the  
19 terms of the contract.

20 **Section 9. Approval and Authorization to Execute a First**  
21 **Amendment to the Services Contract with the Fourth Judicial Circuit**  
22 **Courts of Florida.** There is hereby approved, and the Mayor, or his  
23 designee, and Corporation Secretary are hereby authorized to execute  
24 and deliver, a First Amendment to the Services Contract between the  
25 City of Jacksonville and the Fourth Judicial Circuit Courts of Florida  
26 in substantially the form attached hereto as **Exhibit 5** and  
27 incorporated herein by this reference, to increase the maximum  
28 indebtedness of the contract by \$125,000 (\$62,500 appropriated by  
29 Ordinance 2022-90-E, and \$62,500 appropriated by Ordinance 2022-504-  
30 E) for a new total maximum indebtedness of \$175,000, and to extend  
31 the term of the contract to September 30, 2023. Said funds shall be

1 used to pay for all or a portion of a Mental Health Initiative Jail  
2 Coordinator (or substantially similar) position for the provision of  
3 services for the MHOP in accordance with the terms of the contract.

4       **Section 10. Amendments to Services Contracts for**  
5 **Reallocation of Funds Approved and Execution Authorized.** In the  
6 event Sulzbacher, the SAO, the PDO, or the Courts (for the purposes  
7 of this Section, each a "MHOP Provider") is unable to expend all  
8 funds previously appropriated to it for the provision of services for  
9 the MHOP as described herein on or before September 30, 2023, the  
10 Mayor, or his designee, and the Corporation Secretary are hereby  
11 authorized to execute and deliver an amendment to the Services  
12 Contract with the affected MHOP Provider to extend the term of the  
13 Services Contract for up to an additional six months to allow  
14 additional time to expend the funds. Such an amendment may also  
15 provide for withdrawal of any funds not already incurred or expended  
16 and/or a reduction in the maximum indebtedness of the City for the  
17 purposes of reallocation of said funds to another MHOP Provider. A  
18 withdrawal and/or reallocation of funds pursuant to this Section  
19 shall not reduce the maximum indebtedness of a Services Contract with  
20 any MHOP Provider by more than 10%, nor shall such reallocation be  
21 used to increase the maximum indebtedness of a Services Contract with  
22 any other MHOP Provider by more than 10%.

23       **Section 11. Oversight.** The Grants and Contract Compliance  
24 Division shall oversee the contracts described herein.

25       **Section 12. Effective Date.** This Ordinance shall become  
26 effective upon signature by the Mayor or upon becoming effective  
27 without the Mayor's signature.

1 Form Approved:

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3           /s/ Mary E. Staffopoulos          

4 Office of General Counsel

5 Legislation prepared by: Mary E. Staffopoulos

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