

1 Introduced by Council Member Salem and Co-Sponsored by Council Members
2 Clark-Murray, DeFoor, Boylan, Priestly Jackson, Carrico, Morgan,
3 Pittman, Bowman, White, Carlucci, and Freeman and amended by the
4 Neighborhoods, Community Services, Public Health and Safety
5 Committee:

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8 **ORDINANCE 2023-189-E**

9 AN ORDINANCE REGARDING THE MENTAL HEALTH
10 OFFENDER PROGRAM (THE "MHOP"); APPROPRIATING
11 \$106,613.72 FROM THE GENERAL FUND GSD - MENTAL
12 HEALTH OFFENDER PROGRAM ACTIVITY TO THE MENTAL
13 HEALTH OFFENDER PROGRAM TRUST FUND (FUND 11528)
14 TO PAY FOR CONTRACTUAL SERVICES FOR THE MHOP;
15 PROVIDING FOR DISBURSEMENT OF \$200,000
16 ORIGINALLY APPROPRIATED BY ORDINANCE 2022-504-E
17 TO THE FOURTH JUDICIAL CIRCUIT COURTS OF FLORIDA
18 (\$62,500), THE PUBLIC DEFENDER FOR THE FOURTH
19 JUDICIAL CIRCUIT (\$45,000), THE STATE ATTORNEY'S
20 OFFICE, FOURTH JUDICIAL CIRCUIT (\$45,000), AND
21 I.M. SULZBACHER CENTER FOR THE HOMELESS, INC.
22 (\$47,500) FOR THE PROVISION OF SERVICES FOR THE
23 MENTAL HEALTH OFFENDER PROGRAM; APPROVING, AND
24 AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND
25 CORPORATION SECRETARY TO EXECUTE AND DELIVER A
26 THIRD AMENDMENT TO SERVICES CONTRACT BETWEEN THE
27 CITY OF JACKSONVILLE AND I.M. SULZBACHER CENTER
28 FOR THE HOMELESS, INC. ("SULZBACHER") FOR THE
29 CONTINUED PROVISION OF SERVICES FOR THE MHOP;
30 INVOKING THE EXEMPTION IN SECTION 126.107(G)
31 (EXEMPTIONS), PART 1 (GENERAL REGULATIONS),

1 CHAPTER 126 (PROCUREMENT CODE), *ORDINANCE CODE*,
2 TO ALLOW A DIRECT CONTRACT WITH SULZBACHER FOR
3 THE CONTINUED PROVISION OF SERVICES FOR THE
4 MHOP; WAIVING SECTION 118.107 (NONPROFITS TO
5 RECEIVE FUNDING THROUGH A COMPETITIVE EVALUATED
6 AWARD PROCESS), PART 1 (GENERAL PROVISIONS),
7 CHAPTER 118 (CITY GRANTS), *ORDINANCE CODE*, TO
8 ALLOW A DIRECT CONTRACT WITH SULZBACHER;
9 APPROVING, AND AUTHORIZING THE MAYOR, OR HIS
10 DESIGNEE, AND CORPORATION SECRETARY TO EXECUTE
11 AND DELIVER A SERVICES CONTRACT BETWEEN THE CITY
12 OF JACKSONVILLE AND THE PUBLIC DEFENDER'S
13 OFFICE, FOURTH JUDICIAL CIRCUIT, FOR THE
14 PROVISION OF SERVICES FOR THE MHOP; APPROVING,
15 AND AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND
16 CORPORATION SECRETARY TO EXECUTE AND DELIVER A
17 FIRST AMENDMENT TO THE SERVICES CONTRACT BETWEEN
18 THE CITY OF JACKSONVILLE AND THE STATE
19 ATTORNEY'S OFFICE, FOURTH JUDICIAL CIRCUIT, FOR
20 THE CONTINUED PROVISION OF SERVICES FOR THE
21 MHOP; APPROVING, AND AUTHORIZING THE MAYOR, OR
22 HIS DESIGNEE, AND CORPORATION SECRETARY TO
23 EXECUTE AND DELIVER A FIRST AMENDMENT TO
24 SERVICES CONTRACT BETWEEN THE CITY OF
25 JACKSONVILLE AND THE FOURTH JUDICIAL CIRCUIT
26 COURTS OF FLORIDA, FOR THE CONTINUED PROVISION
27 OF SERVICES FOR THE MHOP; AUTHORIZING THE CITY
28 TO ENTER INTO AMENDMENTS TO SERVICES CONTRACTS
29 WITH MHOP SERVICE PROVIDERS AS NECESSARY TO
30 REALLOCATE FUNDS AS SET FORTH HEREIN; PROVIDING
31 FOR OVERSIGHT BY THE GRANTS AND CONTRACT

1 COMPLIANCE DIVISION; PROVIDING AN EFFECTIVE
2 DATE.

3
4 **WHEREAS,** the Mental Health Offender Program (the "MHOP") is a
5 jail diversion program for mentally ill misdemeanor offenders that
6 is currently managed and administered through the coordinated efforts
7 of the City of Jacksonville, I.M. Sulzbacher Center for the Homeless,
8 Inc. ("Sulzbacher"), the State Attorney's Office, Fourth Judicial
9 Circuit (the "SAO"), the Public Defender's Office, Fourth Judicial
10 Circuit (the "PDO"), and the Fourth Judicial Circuit Courts of Florida
11 (the "Courts"); and

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

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

20 **WHEREAS,** in 2021, the City (pursuant to Ordinance 2021-317-E)
21 appropriated \$133,800 to Sulzbacher for the provision of services for
22 the MHOP, and authorized a First Amendment to the agreement between
23 the City and Sulzbacher to increase the maximum indebtedness to
24 \$483,800 and to extend the agreement term to September 30, 2022; and

25 **WHEREAS,** the City subsequently appropriated an additional
26 \$447,500 to Sulzbacher for the continued provision of services for
27 the MHOP, and executed a Second Amendment to the agreement with
28 Sulzbacher to increase the maximum indebtedness to \$931,300 and to
29 extend the agreement term through March 31, 2023; and

30 **WHEREAS,** pursuant to Ordinance 2022-90-E, the City
31 appropriated additional funds to Sulzbacher and the Courts for the

1 continued provision of services for the MHOP, in addition to
2 appropriating funds and authorizing contracts with the SAO and PDO
3 to fund a .5 full-time equivalent (FTE) attorney position with both
4 agencies for the provision of services for the MHOP; however, only
5 an agreement with the SAO was executed which expires on March 31,
6 2023; and

7 **WHEREAS,** additional funds in the amount of \$275,000 were
8 appropriated to Sulzbacher pursuant to Ordinance 2022-818-E but a
9 contract amendment was never executed to increase the maximum
10 indebtedness or to further extend the term of the Sulzbacher contract;
11 and

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

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

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

25 (The account information is attached hereto as **Revised Exhibit 1,**
26 labeled as "Revised Exhibit 1, Rev B.T., April 3, 2023 - NCSPHS" and
27 incorporated herein by this reference)

28 (a) Appropriated from:

29 See attached **Revised Exhibit 1** \$106,613.72

30 (b) Appropriated to:

31 See attached **Revised Exhibit 1** \$106,613.72

1 (c) Explanation of Appropriation:

2 The funding above represents an appropriation of funds from
3 the General Fund GSD - Mental Health Offender Program
4 Activity to the Mental Health Offender Trust Fund to pay
5 for contractual services in support of the MHOP.

6 **Section 2. Purpose.** The purpose of the appropriation in
7 Section 1 is to move available funding from the General Fund GSD -
8 MHOP Activity to the MHOP Trust Fund to pay for contractual services
9 by Sulzbacher, the SAO, the PDO and the Courts.

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

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

1 the PDO for the MHOP; (3) \$45,000 to the State Attorney's Office to
2 fund a portion of a FTE attorney position within the SAO for the
3 MHOP; and (4) \$47,500 to Sulzbacher for continued oversight and
4 administration of the MHOP.

5 **Section 4. Approval and Authorization to Execute a Third**
6 **Amendment to the Services Contract with I.M. Sulzbacher Center for**
7 **the Homeless, Inc.** There is hereby approved, and the Mayor, or his
8 designee, and Corporation Secretary are hereby authorized to execute
9 and deliver, that certain Third Amendment to Services Contract between
10 the City of Jacksonville and I.M. Sulzbacher Center for the Homeless,
11 Inc., in substantially the form attached hereto as **Revised Exhibit**
12 **2**, labeled as "Revised Exhibit 2, Rev 3rd Amd Contract, April 3, 2023
13 - NCSPHS" and incorporated herein by this reference, to increase the
14 maximum indebtedness of the agreement by \$322,500 (\$275,000
15 appropriated by Ordinance 2022-818-E and \$47,500 appropriated by
16 Ordinance 2022-504-E), for a new total maximum indebtedness of
17 \$1,253,800, and to extend the term of the agreement to September 30,
18 2023 for the continued provision of services for the MHOP in
19 accordance with the terms of the agreement.

20 **Section 5. Invoking the Exemption in Section 126.107(g)**
21 **(Exemptions), Part 1 (General Regulations), Chapter 126 (Procurement**
22 **Code), Ordinance Code.** The City is hereby authorized to procure the
23 professional services of Sulzbacher for continued management of the
24 jail diversion program for mentally ill misdemeanor offenders.
25 Pursuant to Section 126.107(g) (Exemptions), Part 1 (General
26 Regulations), Chapter 126 (Procurement Code), *Ordinance Code*, such
27 procurement is exempted from competitive solicitation because the
28 supplies or services are to be provided by those specifically
29 prescribed within authorizing legislation that appropriates the same.
30 With the exception of the foregoing, all other provisions of Chapter
31 126, *Ordinance Code*, shall remain in full force and effect.

1 **Section 6. Waiver of Section 118.107 (Nonprofits to receive**
2 **funding through a competitive evaluated award process), Part 1**
3 **(General Provisions), Chapter 118 (City Grants), Ordinance Code.** The
4 provisions of Section 118.107 (Nonprofits to receive funding through
5 a competitive evaluated award process), Part 1 (General Provisions),
6 Chapter 118 (City Grants), *Ordinance Code*, are hereby waived to allow
7 for an extension to the Services Contract between I.M. Sulzbacher
8 Center for the Homeless, Inc., and the City of Jacksonville for the
9 continued provision of oversight and management services by
10 Sulzbacher for the MHOP. A continuation of the agreement with
11 Sulzbacher is justified because Sulzbacher began providing these
12 services at the inception of the MHOP as a nine-month pilot project.
13 Sulzbacher's ability to oversee and administer this program has been
14 tried and proven for the duration of the pilot program and the MHOP.

15 **Section 7. Approval and Authorization to Execute a Services**
16 **Contract with the Public Defender's Office, Fourth Judicial Circuit.**
17 There is hereby approved, and the Mayor, or his designee, and
18 Corporation Secretary are hereby authorized to execute and deliver,
19 that certain Services Contract between the City of Jacksonville and
20 the Public Defender's Office, Fourth Judicial Circuit, in
21 substantially the form attached hereto as **Revised Exhibit 3**, labeled
22 as "Revised Exhibit 3, Rev Contract, April 3, 2023 - NCSPHS" and
23 incorporated herein by this reference (the "PDO Contract"), in an
24 amount not-to-exceed \$90,000 (\$45,000 appropriated by Ordinance 2022-
25 90-E and \$45,000 appropriated by Ordinance 2022-504-E), with the term
26 of said contract being retroactive to April 1, 2022. Said funds
27 shall be used to pay for a portion of a FTE Public Defender position
28 to provide services for the MHOP in accordance with the terms of the
29 PDO Contract. The PDO Contract may include such additions, deletions
30 and changes as may be reasonable, necessary and incidental for
31 carrying out the purposes thereof, as may be acceptable to the Mayor,

1 or his designee, with such inclusion and acceptance being evidenced
2 by execution of the PDO Contract by the Mayor, or his designee;
3 provided however, no modification to the PDO Contract may increase
4 the financial obligations or liability of the City to an amount in
5 excess of the amount stated in the PDO Contract or decrease the duties
6 and obligations of the Public Defender's Office, as stated in the PDO
7 Contract, and any such modification shall be technical only and shall
8 be subject to appropriate legal review and approval by the Office of
9 General Counsel. For the purposes of this Ordinance, the term
10 "technical changes" is defined as those changes having no financial
11 impact to the City and any other non-substantive changes that do not
12 substantively increase the duties and responsibilities of the City
13 under the provisions of the PDO Contract.

14 **Section 8. Approval and Authorization to Execute a First**
15 **Amendment to the Services Contract with the State Attorney's Office,**
16 **Fourth Judicial Circuit.** There is hereby approved, and the Mayor,
17 or his designee, and Corporation Secretary are hereby authorized to
18 execute and deliver, a First Amendment to Services Contract between
19 the City of Jacksonville and the State Attorney's Office, Fourth
20 Judicial Circuit, in substantially the form attached hereto as **Exhibit**
21 **4** and incorporated herein by this reference, to increase the maximum
22 indebtedness of the contract by \$45,000 (appropriated by Ordinance
23 2022-504-E) for a new total maximum indebtedness of \$90,000, and to
24 extend the term of the contract to September 30, 2023. Said funds
25 shall be used to pay for a portion of a FTE State Attorney position
26 for the provision of services for the MHOP in accordance with the
27 terms of the contract.

28 **Section 9. Approval and Authorization to Execute a First**
29 **Amendment to the Services Contract with the Fourth Judicial Circuit**
30 **Courts of Florida.** There is hereby approved, and the Mayor, or his
31 designee, and Corporation Secretary are hereby authorized to execute

1 and deliver, a First Amendment to the Services Contract between the
2 City of Jacksonville and the Fourth Judicial Circuit Courts of Florida
3 in substantially the form attached hereto as **Exhibit 5** and
4 incorporated herein by this reference, to increase the maximum
5 indebtedness of the contract by \$125,000 (\$62,500 appropriated by
6 Ordinance 2022-90-E, and \$62,500 appropriated by Ordinance 2022-504-
7 E) for a new total maximum indebtedness of \$175,000, and to extend
8 the term of the contract to September 30, 2023. Said funds shall be
9 used to pay for all or a portion of a Mental Health Initiative Jail
10 Coordinator (or substantially similar) position for the provision of
11 services for the MHOP in accordance with the terms of the contract.

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

31 **Section 11. Oversight.** The Grants and Contract Compliance

1 Division shall oversee the contracts described herein.

2 **Section 12. Effective Date.** This Ordinance shall become
3 effective upon signature by the Mayor or upon becoming effective
4 without the Mayor's signature.

5

6 Form Approved:

7

8 /s/ Mary E. Staffopoulos

9 Office of General Counsel

10 Legislation Prepared By: Mary E. Staffopoulos

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