

1 Introduced by the Council President at the request of the Mayor &
2 Co-Sponsored by Council Members Dennis, Morgan, Pittman, Newby,
3 White, Carlucci, Diamond, Salem and Freeman and amended by the
4 Neighborhoods, Community Services, Public Health & Safety
5 Committee:

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8 **ORDINANCE 2019-813-E**

9 AN ORDINANCE APPROPRIATING \$200,000 FROM THE
10 MOBILE MARKETS PROGRAM/RESERVES TO SUBSIDIES
11 AND CONTRIBUTIONS TO PRIVATE ORGANIZATIONS TO
12 REGIONAL FOOD BANK OF NORTHEAST FLORIDA, INC.
13 D/B/A FEEDING NORTHEAST FLORIDA (THE
14 "COMPANY") FOR THE PURPOSE OF PROVIDING A
15 MOBILE MARKET PROGRAM GRANT TO COMPANY IN THE
16 UP-TO AMOUNT OF \$200,000 TO PROVIDE FUNDING
17 FOR THE PURCHASE OF A TOWING VEHICLE, TRAILER
18 AND RELATED EQUIPMENT AS NECESSARY FOR THE
19 OPERATION OF A MOBILE FOOD MARKET TO SERVE THE
20 NORTHWEST JACKSONVILLE AREA AS INITIATED BY
21 REVISED B.T. 20-31; PROVIDING A CARRYOVER OF
22 FUNDS FROM YEAR TO YEAR UNTIL SUCH FUNDS ARE
23 EXPENDED OR LAPSE ACCORDING TO THE AGREEMENT;
24 APPROVING, AND AUTHORIZING THE MAYOR, OR HIS
25 DESIGNEE, AND CORPORATION SECRETARY TO EXECUTE
26 AND DELIVER THAT CERTAIN MOBILE MARKET PROGRAM
27 AGREEMENT ("AGREEMENT") BETWEEN THE CITY OF
28 JACKSONVILLE ("CITY") AND THE COMPANY;
29 AUTHORIZING APPROVAL OF TECHNICAL AMENDMENTS
30 BY THE EXECUTIVE DIRECTOR OF THE OED;

1 PROVIDING FOR CITY OVERSIGHT BY THE OED;
2 PROVIDING AN EFFECTIVE DATE.
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4 **BE IT ORDAINED** by the Council of the City of Jacksonville:

5 **Section 1. Findings.** It is hereby ascertained,
6 determined, found and declared as follows:

7 The provisions of mobile food markets in food desert areas
8 within Jacksonville, Florida, ("Project") is more particularly
9 described in the Mobile Market Program Agreement. The Project will
10 promote and further the public and municipal purposes of the City.

11 Enhancement of the City's tax base and revenues, are matters of
12 State and City policy and State and City concern in order that the
13 State and its counties and municipalities, including the City, shall
14 not continue to be endangered by unemployment, underemployment,
15 economic recession, poverty, crime and disease, and consume an
16 excessive proportion of the State and City revenues because of the
17 extra services required for police, fire, accident, health care,
18 elderly care, charity care, hospitalization, public housing and
19 housing assistance, and other forms of public protection, services
20 and facilities.

21 The provision of the City's assistance as identified in the
22 Agreement is necessary and appropriate to make the Project feasible;
23 and the City's assistance is reasonable and not excessive, taking
24 into account the needs of the Company to make the Project
25 economically and financially feasible, and the extent of the public
26 benefits expected to be derived from the Project, and taking into
27 account all other forms of assistance available.

28 The Company is qualified to carry out and complete the
29 equipping of the Project, in accordance with the Agreement.

30 The authorizations provided by this Ordinance are for public
31 uses and purposes for which the City may use its powers as a county,

1 municipality and as a political subdivision of the State of Florida
2 and may expend public funds, and the necessity in the public
3 interest for the provisions herein enacted is hereby declared as a
4 matter of legislative determination.

5 This Ordinance is adopted pursuant to the provisions of
6 Chapters 163, 166 and 125, Florida Statutes, as amended, the City's
7 Charter, and other applicable provisions of law.

8 **Section 2. Appropriation.** For the 2019-2020 fiscal year,
9 within the City's budget, there are hereby appropriated the
10 indicated sum(s) from the account(s) listed in subsection (a) to
11 the account(s) listed in subsection (b):

12 (Revised B.T. 20-31 attached hereto as **Revised Exhibit 1**, labeled
13 as "Revised Exhibit 1, Revised B.T. 20-31, December 2, 2019 -
14 NCSPHS" and incorporated herein by this reference)

15 (a) Appropriated from:

16 See Revised B.T. 20-31 \$200,000

17 (b) Appropriated to:

18 See Revised B.T. 20-31 \$200,000

19 (c) Explanation of Appropriation: the appropriation
20 above is appropriating \$200,000 from Mobile Markets
21 Program/Reserves to provide a Mobile Market Program
22 Grant to the Company to assist the Company in the
23 purchase of a towing vehicle and trailer for the
24 purposes of providing a mobile food market in the
25 Northwest Jacksonville Boundary area.

26 **Section 3. Purpose of Appropriation.** The purpose of the
27 appropriation above is to provide a Mobile Market Program Grant to
28 the Company for the purchase by the Company of a towing vehicle,
29 trailer, and related equipment to serve as a mobile food market
30 within the Northwest Jacksonville Boundary Area, to be operated in
31 accordance with the Mobile Market Program Agreement authorized

1 hereby. A copy of the Project Summary is attached hereto as
2 **Revised Exhibit 2**, labeled as "Revised Exhibit 2, Rev Proj Summary,
3 December 2, 2019 - NCSPHS".

4 **Section 4. Carryover.** The funds appropriated by this
5 Ordinance shall not lapse but shall carry over to subsequent fiscal
6 years.

7 **Section 5. Mobile Market Program Agreement Approved.** There
8 is hereby approved, and the Mayor or his designee and Corporation
9 Secretary are authorized to enter into a Mobile Market Program
10 Agreement (the "Agreement") between the City and the Company, in
11 substantially the same form as has been placed **Revised On File** with
12 the Legislative Services Division (with such "technical" changes as
13 herein authorized).

14 The Agreement may include such additions, deletions and
15 changes as may be reasonable, necessary and incidental for carrying
16 out the purposes thereof, as may be acceptable to the Mayor, or his
17 designee, with such inclusion and acceptance being evidenced by
18 execution of the Agreement by the Mayor or his designee. No
19 modification to the Agreement may increase the financial obligations
20 or the liability of the City and any such modification shall be
21 technical only and shall be subject to appropriate legal review and
22 approval of the General Counsel, or his or her designee, and all
23 other appropriate action required by law. "Technical" is herein
24 defined as including, but not limited to, changes in legal
25 descriptions and surveys, descriptions of infrastructure
26 improvements and/or any road project, ingress and egress, easements
27 and rights of way, performance schedules (provided that no
28 performance schedule may be extended for more than one year without
29 Council approval), design standards, access and site plan, which
30 have no financial impact.

31 **Section 6. Designation of Authorized Official/OED**

1 **Contract Monitor.** The Mayor is designated as the authorized
2 official of the City for the purpose of executing and delivering
3 any contracts, notes and documents and furnishing such information,
4 data and documents for the Agreement as may be required and
5 otherwise to act as the authorized official of the City in
6 connection with the Agreement, and is further authorized to
7 designate one or more other officials of the City to exercise any
8 of the foregoing authorizations and to furnish or cause to be
9 furnished such information and take or cause to be taken such
10 action as may be necessary to enable the City to implement the
11 Agreement according to its terms. The OED is hereby required to
12 administer and monitor the Agreement and to handle the City's
13 responsibilities thereunder, including the City's responsibilities
14 under the Agreement working with and supported by all relevant City
15 departments.

16 **Section 7. Further Authorizations.** The Mayor, or his
17 designee, and the Corporation Secretary, are hereby authorized to
18 execute the Agreement and all other contracts and documents and
19 otherwise take all necessary action in connection therewith and
20 herewith. The Executive Director of the OED, as contract
21 administrator, is authorized to negotiate and execute all necessary
22 changes and amendments to the Agreement and other contracts and
23 documents, to effectuate the purposes of this Ordinance, without
24 further Council action, provided such changes and amendments are
25 limited to amendments that are technical in nature (as described in
26 Section 2 hereof), and further provided that all such amendments
27 shall be subject to appropriate legal review and approval by the
28 General Counsel, or his or her designee, and all other appropriate
29 official action required by law.

30 **Section 8. Oversight Department.** The OED shall
31 oversee the project described herein.

1 **Section 9. Effective Date.** This Ordinance shall become
2 effective upon signature by the Mayor or upon becoming effective
3 without the Mayor's signature.

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5 Form Approved:

6
7 /s/ Paige H. Johnston

8 Office of General Counsel

9 Legislation prepared by: John Sawyer

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