

1 Introduced by the Council President at the request of the Mayor:
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4 **ORDINANCE 2021-596**

5 AN ORDINANCE APPROPRIATING A \$1,299,317.00
6 OFFICE OF JUSTICE PROGRAMS GRANT FROM THE UNITED
7 STATES DEPARTMENT OF JUSTICE BUREAU OF JUSTICE
8 ASSISTANCE (THE "DEPARTMENT"), THROUGH THE
9 DEPARTMENT'S FISCAL YEAR 2020 CORONAVIRUS
10 EMERGENCY SUPPLEMENTAL FUNDING PROGRAM (THE
11 "PROGRAM"), TO FUND A BROAD RANGE OF ACTIVITIES
12 AIMED AT PREVENTING, PREPARING FOR, AND
13 RESPONDING TO THE CORONAVIRUS ("COVID-19")
14 PANDEMIC, AS INITIATED BY B.T. 21-099; PURPOSE
15 OF THE APPROPRIATION; PROVIDING FOR CARRYOVER OF
16 FUNDS TO FISCAL YEAR 2021-2022; APPROVING AND
17 AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND THE
18 CORPORATION SECRETARY TO EXECUTE AND DELIVER
19 AGREEMENTS WITH CHANGING HOMELESSNESS, INC. AND
20 LOCAL INITIATIVES SUPPORT CORPORATION; INVOKING
21 THE EXCEPTION OF SECTION 126.107(G)
22 (EXEMPTIONS), PART 1 (GENERAL REGULATIONS,
23 CHAPTER 126 (PROCUREMENT CODE), *ORDINANCE CODE*,
24 TO DIRECT CONTRACT WITH CHANGING HOMELESSNESS,
25 INC. AND LOCAL INITIATIVES SUPPORT CORPORATION,
26 FOR THE PROVISION OF SERVICES RELATED TO THE
27 PROGRAM, AS MORE PARTICULARLY DESCRIBED HEREIN;
28 PROVIDING FOR OVERSIGHT BY THE OFFICE OF GRANT
29 AND CONTRACT COMPLIANCE; REQUESTING ONE CYCLE
30 EMERGENCY PASSAGE; PROVIDING AN EFFECTIVE DATE.
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1 must be expended in accordance with the terms and conditions of the
2 Department's Bureau of Justice Assistance Grant Award (Award Number
3 2020-VD-BX-1709), a copy of which is attached hereto as **Exhibit 2** and
4 incorporated herein by this reference (the "Grant"). The Grant funds
5 will be used to close gaps in services for justice assistance
6 recipients by supporting a number of initiatives; including, but not
7 limited to, the City's Richard A. McKissick Memorial Dawn Re-Entry
8 Program ("DAWN") and Intimate Violence Enhanced Services Team
9 ("InVEST") programs, transitional housing for victims of domestic
10 violence and their families, vocational training and virtual
11 classrooms for General Educational Development ("GED") instruction,
12 and to procure various equipment and software licenses. A portion
13 of the Grant funds will be used to purchase cleaning and disinfecting
14 supplies for the Jacksonville Sheriff's Office Pre-Trial Detention
15 Facility, Montgomery Correctional Facility, and Community Transition
16 Center. The Grant funds will also be used to procure contractual
17 services from Changing Homelessness, Inc. and Local Initiatives
18 Support Corporation in support of Program activities as more
19 particularly described in this Ordinance for the Grant period
20 commencing January 20, 2020 through January 31, 2022, which may be
21 extended for up to an additional twelve (12) month period upon
22 approval from the Department. All Program activities shall be
23 completed in strict compliance with the Grant and applicable federal,
24 state and local rules and regulations.

25 **Section 3. Carryover.** The funds appropriated in this
26 Ordinance shall not lapse but shall carryover to fiscal year 2021-
27 2022.

28 **Section 4. Approval and authorization to execute an**
29 **agreement between the City and Changing Homelessness, Inc.** The Mayor,
30 or his designee, and the Corporation Secretary are hereby authorized
31 to execute and deliver an agreement between the City of Jacksonville

1 and Changing Homelessness, Inc. in a not-to-exceed amount of
2 \$400,000.00, for case management, move-in and transitional housing
3 assistance, and other services for the Program as more particularly
4 described in **Exhibit 3**, attached hereto and incorporated herein by
5 this reference. The agreement may include such extensions, renewals,
6 additions, deletions and changes as may be reasonable, necessary and
7 incidental for carrying out the purposes thereof, as may be acceptable
8 to the Mayor, or his designee, with such inclusion and acceptance
9 being evidenced by execution of the agreement by the Mayor, or his
10 designee; provided however, no modifications to the agreement may
11 increase the financial obligations or liability of the City to an
12 amount in excess of the amount stated in the agreement or decrease
13 the duties and obligations of Changing Homelessness, Inc., and any
14 such modifications shall be technical only and shall be subject to
15 appropriate legal review and approval by the Office of General Counsel
16 and the Office of Risk Management for appropriate insurance and
17 indemnification terms. For the purposes of this Ordinance, the term
18 "technical changes" is defined as those changes having no financial
19 impact to the City and any other non-substantive changes that do not
20 substantively increase the duties and responsibilities of the City
21 under the provisions of the agreement.

22 **Section 5. Approval and authorization to execute an**
23 **agreement between the City and Local Initiative Support Corporation**
24 **("LISC").** The Mayor, or his designee, and the Corporation Secretary
25 are hereby authorized to execute and deliver an agreement between the
26 City of Jacksonville and LISC in a not-to-exceed amount of
27 \$494,136.00, for case management and financial literacy and education
28 counseling services to participants of the Program as more
29 particularly described in **Exhibit 4**, attached hereto and incorporated
30 herein by this reference. The agreement may include such extensions,
31 renewals, additions, deletions and changes as may be reasonable,

1 necessary and incidental for carrying out the purposes thereof, as
2 may be acceptable to the Mayor, or his designee, with such inclusion
3 and acceptance being evidenced by execution of the agreement by the
4 Mayor, or his designee; provided however, no modifications to the
5 agreement may increase the financial obligations or liability of the
6 City to an amount in excess of the amount stated in the agreement or
7 decrease the duties and obligations of LISC, and any such
8 modifications shall be technical only and shall be subject to
9 appropriate legal review and approval by the Office of General Counsel
10 and the Office of Risk Management for appropriate insurance and
11 indemnification terms. For the purposes of this Ordinance, the term
12 "technical changes" is defined as those changes having no financial
13 impact to the City and any other non-substantive changes that do not
14 substantively increase the duties and responsibilities of the City
15 under the provisions of the agreement.

16 **Section 6. Invoking the exception to Section 126.107(g),**
17 **Ordinance Code.** The City is hereby authorized to enter direct
18 agreements or amendments to agreements, as authorized herein, with
19 Changing Homelessness, Inc. and LISC for the purposes of providing
20 services for the Program. Pursuant to Section 126.107(g)
21 (Exemptions), Part 1 (General Regulations), Chapter 126 (Procurement
22 Code), *Ordinance Code*, such procurement is exempted from competitive
23 solicitation because the supplies or services are to be provided by
24 those specifically described in the authorizing legislation that
25 appropriates the same. With the exception of the foregoing, all
26 other provisions of Chapter 126, *Ordinance Code*, shall remain in full
27 force and effect. The failure of any entity identified herein to
28 enter into the applicable agreement or amendment to the agreement
29 with the City shall render such entity ineligible to receive the
30 Grant funds authorized hereby.

31 **Section 7. Oversight Department.** The Office of Grant and

