

1 Introduced by Council President Hazouri at the request of the Mayor
2 and by Council Vice President Newby and Council Member Freeman:
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5 **ORDINANCE 2021-290-E**

6 AN ORDINANCE APPROPRIATING A \$470,000.00 GRANT
7 FROM THE STATE OF FLORIDA DEPARTMENT OF LAW
8 ENFORCEMENT TO FUND EXPANSION OF THE CITY OF
9 JACKSONVILLE'S CURE VIOLENCE INITIATIVE, AS
10 INITIATED BY B.T. 21-041; PURPOSE OF THE
11 APPROPRIATION; AUTHORIZING THE CITY TO ENTER
12 INTO AN AMENDMENT TO THE AGREEMENT WITH FAMILY
13 FOUNDATIONS OF NORTHEAST FLORIDA, INC.;
14 APPROVING, AND AUTHORIZING THE MAYOR, OR HIS
15 DESIGNEE, AND THE CORPORATION SECRETARY TO
16 EXECUTE AND DELIVER AN AGREEMENT WITH THE
17 POTTER'S HOUSE CHRISTIAN FELLOWSHIP, INC.;
18 APPROVING, AND AUTHORIZING THE MAYOR, OR HIS
19 DESIGNEE, AND THE CORPORATION SECRETARY, TO
20 EXECUTE AND DELIVER AN AGREEMENT WITH BUILDERS
21 OF THE FAITH CHRISTIAN CENTER AND DAY CARE
22 INC.; APPROVING, AND AUTHORIZING THE MAYOR, OR
23 HIS DESIGNEE, AND THE CORPORATION SECRETARY,
24 TO EXECUTE AND DELIVER AN AGREEMENT WITH
25 JUSTICE & SECURITY STRATEGIES INC.; INVOKING
26 THE EXCEPTION OF SECTION 126.107(G)
27 (EXEMPTIONS), PART 1 (GENERAL REGULATIONS,
28 CHAPTER 126 (PROCUREMENT CODE), *ORDINANCE*
29 *CODE*, TO DIRECT CONTRACT WITH FAMILY
30 FOUNDATIONS OF NORTHEAST FLORIDA, INC., THE
31 POTTER'S HOUSE CHRISTIAN FELLOWSHIP, INC.,

1 BUILDERS OF THE FAITH CHRISTIAN CENTER AND DAY
2 CARE INC., AND JUSTICE & SECURITY STRATEGIES
3 INC., FOR THE PROVISION OF SERVICES RELATED TO
4 THE EXPANDED CURE VIOLENCE INITIATIVE AS MORE
5 PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR
6 OVERSIGHT BY THE OFFICE OF GRANT AND CONTRACT
7 COMPLIANCE; REQUESTING ONE CYCLE EMERGENCY
8 PASSAGE; PROVIDING AN EFFECTIVE DATE.
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10 **WHEREAS**, at the beginning of the State of Florida's fiscal
11 year 2020-2021, the State of Florida Department of Law Enforcement
12 ("FDLE") appropriated to the City of Jacksonville a single, non-
13 recurring grant in the amount of \$470,000.00 for expansion of the
14 City's Cure Violence initiative to a third site; and

15 **WHEREAS**, FDLE subsequently provided the grant award and
16 conditions (the "Grant") to the City in December 2020; and

17 **WHEREAS**, since receipt of the Grant, the Office of Grant and
18 Contract Compliance has worked closely with the Jacksonville
19 Sheriff's Office to define the service boundary for the third Cure
20 Violence site and has identified various service providers who are
21 appropriately located within said boundary and/or who have the
22 requisite framework in place to immediately begin providing
23 services in support of the expanded Cure Violence initiative; now
24 therefore

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

26 **Section 1. Appropriation.** For the 2020-2021 fiscal year,
27 within the City's budget, there is hereby appropriated the
28 indicated sum(s) from the account(s) listed in subsection (a) to
29 the account(s) listed in subsection (b):

30 (B.T. 21-041, attached hereto as **Exhibit 1** and incorporated herein
31 by this reference)

1 (a) Appropriated from:

2 See B.T. 21-041 \$470,000.00

3 (b) Appropriated to:

4 See B.T. 21-041 \$470,000.00

5 (c) Explanation of Appropriation:

6 The funding above represents a grant in the amount of
7 \$470,000.00 from the State of Florida Department of Law
8 Enforcement, Office of Criminal Justice Grants Program,
9 to establish a third Cure Violence operating site in
10 support of the local Cure Violence initiative. No local
11 match is required.

12 **Section 2. Purpose.** The purpose of the appropriation in
13 Section 1 is to fund expansion of the City's Cure Violence
14 initiative by establishing a third Cure Violence operating site to
15 administer implementation of the Cure Violence Public Health
16 Violence Reduction Model (the "Program"). This Program was
17 established to reduce and prevent shootings and killings in
18 Jacksonville. Grant funds must be expended in accordance with the
19 terms and conditions of the FDLE Grant Award (Grant Number 2021-
20 SFA-GAA-15-4D-002) and the corresponding Fiscal Year 2020-2021
21 State Financial Assistance Standard Conditions, attached hereto as
22 **Exhibit 2** and incorporated herein by this reference. The Grant
23 funds will be used to procure contractual services more
24 particularly described in this Ordinance to support expansion of
25 the Program for the Grant period commencing July 1, 2020 through
26 June 30, 2021 as follows: (1) \$30,000.00 to Family Foundations of
27 Northeast Florida, Inc.; (2) \$360,000.00 to The Potter's House
28 Christian Fellowship, Inc.; (3) \$50,000.00 to Builders of the Faith
29 Christian Center and Day Care Inc.; and (4) \$30,000.00 to Justice &
30 Security Solutions Inc. All Cure Violence Program activities shall
31 be completed in strict compliance with federal, state and local

1 rules and regulations.

2 **Section 3. Authorizing the City to enter into an**
3 **amendment to the agreement with Family Foundations of Northeast**
4 **Florida, Inc.** The City is hereby authorized to enter into an

5 amendment to the FY 2020-2021 Cure Violence Services Contract with
6 Family Foundations of Northeast Florida, Inc., originally approved
7 and authorized in Ordinance 2020-504-E, for the provision of
8 services in support of the expanded Cure Violence Program as
9 described in **Exhibit 3**, attached hereto and incorporated herein by
10 this reference, and to increase the maximum indebtedness of said
11 contract by \$30,000.00.

12 **Section 4. Approval and authorization to execute an**
13 **agreement between the City and The Potter's House Christian**
14 **Fellowship, Inc. ("Potter's House").** The Mayor, or his designee,

15 and the Corporation Secretary are hereby authorized to execute and
16 deliver a Cure Violence Services Contract between the City of
17 Jacksonville and Potter's House in a not to exceed amount of
18 \$360,000.00, for management and oversight of the third Cure
19 Violence Program site as more particularly described in **Exhibit 4**,
20 attached hereto and incorporated herein by this reference. The
21 agreement may include such additions, deletions and changes as may
22 be reasonable, necessary and incidental for carrying out the
23 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 Agreement by the Mayor, or his designee; provided
26 however, no modifications to the agreement may increase the
27 financial obligations or liability of the City to an amount in
28 excess of the amount stated in the agreement or decrease the duties
29 and obligations of Potter's House, and any such modifications shall
30 be technical only and shall be subject to appropriate legal review
31 and approval by the Office of General Counsel and the Office of

1 Risk Management for appropriate insurance and indemnification
2 terms. For the purposes of this Ordinance, the term "technical
3 changes" is defined as those changes having no financial impact to
4 the City and any other non-substantive changes that do not
5 substantively increase the duties and responsibilities of the City
6 under the provisions of the agreement.

7 **Section 5. Approval and authorization to execute an**
8 **agreement between the City and Builders of the Faith Christian**
9 **Center and Day Care Inc. ("Builders of the Faith").** The Mayor, or
10 his designee, and the Corporation Secretary are hereby authorized
11 to execute and deliver a Cure Violence Services Contract between
12 the City of Jacksonville and Builders of the Faith in a not to
13 exceed amount of \$50,000.00, for the provision of services in
14 support of Potter's House and the expanded Cure Violence Program as
15 described in **Exhibit 5**, attached hereto and incorporated herein by
16 this reference. The agreement may include such additions,
17 deletions and changes as may be reasonable, necessary and
18 incidental for carrying out the purposes thereof, as may be
19 acceptable to the Mayor, or his designee, with such inclusion and
20 acceptance being evidenced by execution of the agreement by the
21 Mayor, or his designee; provided however, no modifications to the
22 Agreement may increase the financial obligations or liability of
23 the City to an amount in excess of the amount stated in the
24 agreement or decrease the duties and obligations of Builders of the
25 Faith, and any such modifications shall be technical only and shall
26 be subject to appropriate legal review and approval by the Office
27 of General Counsel and the Office of Risk Management for
28 appropriate insurance and indemnification terms. For the purposes
29 of this Ordinance, the term "technical changes" is defined as those
30 changes having no financial impact to the City and any other non-
31 substantive changes that do not substantively increase the duties

1 and responsibilities of the City under the provisions of the
2 agreement.

3 **Section 6. Approval and authorization to execute an**
4 **agreement between the City and Justice & Security Solutions Inc.**

5 (**"JSS"**). The Mayor, or his designee, and the Corporation Secretary
6 are hereby authorized to execute and deliver a Cure Violence
7 Services Contract between the City of Jacksonville and JSS in a not
8 to exceed amount of \$30,000.00, for the provision of data analytics
9 services in support of the expanded Cure Violence Program as
10 described in **Exhibit 6**, attached hereto and incorporated herein by
11 this reference. The agreement may include such additions,
12 deletions and changes as may be reasonable, necessary and
13 incidental for carrying out the purposes thereof, as may be
14 acceptable to the Mayor, or his designee, with such inclusion and
15 acceptance being evidenced by execution of the agreement by the
16 Mayor, or his designee; provided however, no modifications to the
17 Agreement may increase the financial obligations or liability of
18 the City to an amount in excess of the amount stated in the
19 agreement or decrease the duties and obligations of JSS, and any
20 such modifications shall be technical only and shall be subject to
21 appropriate legal review and approval by the Office of General
22 Counsel and the Office of Risk Management for appropriate insurance
23 and indemnification terms. For the purposes of this Ordinance, the
24 term "technical changes" is defined as those changes having no
25 financial impact to the City and any other non-substantive changes
26 that do not substantively increase the duties and responsibilities
27 of the City under the provisions of the agreement.

28 **Section 7. Invoking the exception to Section 126.107(g),**
29 **Ordinance Code.** The City is hereby authorized to enter direct
30 agreements or amendments to agreements, as authorized herein, with
31 Family Foundations of Northeast Florida, Inc., The Potter's House

1 Christian Fellowship, Inc., Builders of the Faith Christian Center
2 and Day Care Inc., and Justice & Security Solutions Inc., for the
3 purposes of providing services to the expanded Cure Violence
4 Program. Pursuant to Section 126.107(g) (Exemptions), Part 1
5 (General Regulations), Chapter 126 (Procurement Code), *Ordinance*
6 *Code*, such procurement is exempted from competitive solicitation
7 because the supplies or services are to be provided by those
8 specifically described in the authorizing legislation that
9 appropriates the same. With the exception of the foregoing, all
10 other provisions of Chapter 126, *Ordinance Code*, shall remain in
11 full force and effect. The failure of any entity identified herein
12 to enter into the applicable agreement or amendment to the
13 agreement with the City shall render such entity ineligible to
14 receive the Grant funds authorized hereby.

15 **Section 8. Expenditure of Public Funds on Food, pursuant**
16 **to Section 106.203(b), Ordinance Code.** The Program is authorized
17 to expend funds (up to 5% of the total Grant in the aggregate) on
18 food and beverage. The purpose of the Program is outreach to the
19 community to effectuate change with the goal of reducing violence.
20 The food will be one source of interacting with the community at
21 large to implement the Program.

22 **Section 9. Oversight Department.** The Office of Grant and
23 Contract Compliance shall oversee administration of the Grant and
24 Program described herein.

25 **Section 10. Requesting One Cycle Emergency Passage**
26 **Pursuant to Council Rule 4.901 Emergency.** One cycle emergency
27 passage of this legislation is requested. The nature of the
28 emergency is that the Grant period ends June 30, 2021.

29 **Section 11. Effective Date.** This Ordinance shall become
30 effective upon signature by the Mayor or upon becoming effective
31 without the Mayor's signature.

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Form Approved:

/s/ Paige H. Johnston

Office of General Counsel

Legislation prepared by: Mary E. Staffopoulos

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