

1 Introduced by the Council President at the request of the Mayor:

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4 **ORDINANCE 2021-600**

5 AN ORDINANCE APPROPRIATING A \$3,295,342.00 GRANT
6 FROM THE UNITED STATES DEPARTMENT OF HEALTH AND
7 HUMAN SERVICES (THE "DEPARTMENT") TO FUND THE
8 ADVANCING HEALTH LITERACY TO ENHANCE EQUITABLE
9 RESPONSES TO COVID-19 IN JACKSONVILLE HEALTH
10 ZONE 1 PROGRAM (THE "PROGRAM"), AS INITIATED BY
11 B.T. 21-109; PURPOSE OF THE APPROPRIATION;
12 PROVIDING FOR CARRYOVER OF FUNDS TO FISCAL YEAR
13 2022-2023; APPROVING AND AUTHORIZING THE MAYOR,
14 OR HIS DESIGNEE, AND THE CORPORATION SECRETARY
15 TO EXECUTE AND DELIVER AGREEMENTS WITH (1)
16 HEALTH PLANNING COUNCIL OF NORTHEAST FLORIDA,
17 INC., (2) THE EIGHTH & WHITNER GROUP, LLC, AND
18 (3) EDWARD WATERS UNIVERSITY, INC.; INVOKING THE
19 EXCEPTION OF SECTION 126.107(G) (EXEMPTIONS),
20 PART 1 (GENERAL REGULATIONS, CHAPTER 126
21 (PROCUREMENT CODE), *ORDINANCE CODE*, TO DIRECT
22 CONTRACT WITH HEALTH PLANNING COUNCIL OF
23 NORTHEAST FLORIDA, INC., THE EIGHTH & WHITNER
24 GROUP, LLC, AND EDWARD WATERS UNIVERSITY, INC.,
25 FOR THE PROVISION OF SERVICES RELATED TO THE
26 PROGRAM, AS MORE PARTICULARLY DESCRIBED HEREIN;
27 PROVIDING FOR OVERSIGHT BY THE OFFICE OF GRANT
28 AND CONTRACT COMPLIANCE; REQUESTING ONE CYCLE
29 EMERGENCY PASSAGE; PROVIDING AN EFFECTIVE DATE.

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

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

5 (B.T. 21-109, attached hereto as **Exhibit 1** and incorporated herein
6 by this reference)

7 (a) Appropriated from:

8 See B.T. 21-109 \$3,295,342.00

9 (b) Appropriated to:

10 See B.T. 21-109 \$3,295,342.00

11 (c) Explanation of Appropriation:

12 The funding above represents a grant to the City in the
13 amount of \$3,295,342.00 from the United States Department
14 of Health and Human Services for the Advancing Health
15 Literacy to Enhance Equitable Responses to COVID-19 in
16 Jacksonville Health Zone 1 Program (the "Program"). The
17 grant funds will support measures to advance health
18 literacy in Jacksonville's Health Zone 1 by serving those
19 living in the City's urban core. No local match is
20 required.

21 **Section 2. Purpose.** The purpose of the appropriation in
22 Section 1 is to fund a broad range of activities aimed at serving
23 Jacksonville's urban core population which is a population of some
24 of the City's most vulnerable citizens. Grant funds must be expended
25 in accordance with the terms and conditions of the Department's Grant
26 Award (Award Number 1 CPIMP211270-01-00) dated June 18, 2021, attached
27 hereto as **Exhibit 2** and incorporated herein by this reference (the
28 "Grant"). The Grant funds will be used to support a variety of
29 initiatives that provide protective resources and education related
30 to matters of health, including access to information about disease
31 rates, testing, treatment, and mitigating behaviors. The programming

1 and initiatives funded by the Grant include, but are not limited to,
2 the Mayor's Health Literacy Media Campaign, Edward Waters University,
3 Inc.'s Center for the Prevention of Health Disparities, and the
4 procurement of professional services from Health Planning Council of
5 Northeast Florida, Inc. and The Eighth & Whitner Group, LLC for the
6 provision of services in support of the Program for the Grant period
7 commencing July 1, 2021 through June 30, 2023 as follows: (1)
8 \$2,517,687.00 to Health Planning Council of Northeast Florida, Inc.;
9 (2) \$50,000.00 to The Eighth & Whitner Group, LLC; and (3) \$227,655.00
10 to Edward Waters University, Inc. for the Center for the Prevention
11 of Health Disparities. All Program activities shall be completed in
12 strict compliance with the Grant and applicable federal, state and
13 local rules and regulations.

14 **Section 3. Carryover.** The funds appropriated in this
15 Ordinance shall not lapse but shall carryover to fiscal year 2022-
16 2023.

17 **Section 4. Approval and authorization to execute an**
18 **agreement between the City and Health Planning Council of Northeast**
19 **Florida, Inc.** The Mayor, or his designee, and the Corporation
20 Secretary are hereby authorized to execute and deliver an agreement
21 between the City of Jacksonville and Health Planning Council of
22 Northeast Florida, Inc. in a not to exceed amount of \$2,517,687.00,
23 for oversight and administration of the Program, including project
24 direction, coordination, contract management, and procurement of
25 contractual services from partner agencies who will provide
26 additional services for the Program as more particularly described
27 in **Exhibit 3**, attached hereto and incorporated herein by this
28 reference. The agreement may include such extensions, renewals,
29 additions, deletions and changes as may be reasonable, necessary and
30 incidental for carrying out the purposes thereof, as may be acceptable
31 to the Mayor, or his designee, with such inclusion and acceptance

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

14 **Section 5. Approval and authorization to execute an**
15 **agreement between the City and The Eighth & Whitner Group, LLC.** The
16 Mayor, or his designee, and the Corporation Secretary are hereby
17 authorized to execute and deliver an agreement between the City of
18 Jacksonville and The Eighth & Whitner Group, LLC in a not to exceed
19 amount of \$50,000.00, to provide marketing and community relations
20 services in support of the Program, as more particularly described
21 in **Exhibit 4**, attached hereto and incorporated herein by this
22 reference. The agreement may include such extensions, renewals,
23 additions, deletions and changes as may be reasonable, necessary and
24 incidental for carrying out the purposes thereof, as may be acceptable
25 to the Mayor, or his designee, with such inclusion and acceptance
26 being evidenced by execution of the agreement by the Mayor, or his
27 designee; provided however, no modifications to the agreement may
28 increase the financial obligations or liability of the City to an
29 amount in excess of the amount stated in the agreement or decrease
30 the duties and obligations of The Eighth & Whitner Group, LLC, and
31 any such modifications shall be technical only and shall be subject

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

8 **Section 6. Approval and authorization to execute an**
9 **agreement between the City and Edward Waters University, Inc. ("EWU").**

10 The Mayor, or his designee, and the Corporation Secretary are hereby
11 authorized to execute and deliver an agreement between the City of
12 Jacksonville and Edward Waters University, Inc. in a not to exceed
13 amount of \$227,655.00, for the provision of services in support of
14 the Program through EWU's Center for the Prevention of Health
15 Disparities, as more particularly described in **Exhibit 5**, attached
16 hereto and incorporated herein by this reference. The agreement may
17 include such extensions, renewals, additions, deletions and changes
18 as may be reasonable, necessary and incidental for carrying out the
19 purposes thereof, as may be acceptable to the Mayor, or his designee,
20 with such inclusion and acceptance being evidenced by execution of
21 the agreement by the Mayor, or his designee; provided however, no
22 modifications to the agreement may increase the financial obligations
23 or liability of the City to an amount in excess of the amount stated
24 in the agreement or decrease the duties and obligations of EWU, and
25 any such modifications shall be technical only and shall be subject
26 to appropriate legal review and approval by the Office of General
27 Counsel and the Office of Risk Management for appropriate insurance
28 and indemnification terms. For the purposes of this Ordinance, the
29 term "technical changes" is defined as those changes having no
30 financial impact to the City and any other non-substantive changes
31 that do not substantively increase the duties and responsibilities

1 of the City under the provisions of the agreement.

2 **Section 7. Invoking the exception to Section 126.107(g),**
3 **Ordinance Code.** The City is hereby authorized to enter direct
4 agreements or amendments to agreements, as authorized herein, with
5 Health Planning Council of Northeast Florida, Inc., The Eighth &
6 Whitner Group, LLC, and Edward Waters University, Inc., for the
7 purposes of providing services for the Program. Pursuant to Section
8 126.107(g) (Exemptions), Part 1 (General Regulations), Chapter 126
9 (Procurement Code), *Ordinance Code*, such procurement is exempted from
10 competitive solicitation because the supplies or services are to be
11 provided by those specifically described in the authorizing
12 legislation that appropriates the same. With the exception of the
13 foregoing, all other provisions of Chapter 126, *Ordinance Code*, shall
14 remain in full force and effect. The failure of any entity identified
15 herein to enter into the applicable agreement or amendment to the
16 agreement with the City shall render such entity ineligible to receive
17 the Grant funds authorized hereby.

18 **Section 8. Oversight Department.** The Office of Grant and
19 Contract Compliance shall oversee administration of the Grant and
20 Program described herein.

21 **Section 9. Requesting One Cycle Emergency Passage Pursuant**
22 **to Council Rule 4.901 Emergency.** One cycle emergency passage of
23 this legislation is requested. The nature of the emergency is to
24 provide expedited COVID-19 health literacy and vaccination assistance
25 to Jacksonville Health Zone 1. In addition, the U.S. Department of
26 Health and Human Services requires the contracts funded under the
27 Grant be acquired within the first thirty (30) days of the Grant
28 period and a detailed workplan and subrecipient monitoring plan be
29 completed within the first sixty (60) days of the Grant period.

30 **Section 10. Effective Date.** This Ordinance shall become
31 effective upon signature by the Mayor or upon becoming effective

1 without the Mayor's signature.

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3 Form Approved:

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5 /s/ Mary E. Staffopoulos

6 Office of General Counsel

7 Legislation prepared by: Mary E. Staffopoulos

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