

1 Introduced by Council President Newby and Co-Sponsored by Council
2 Members Carrico, Morgan, Gaffney, Pittman, Salem, and Freeman &
3 amended on the Floor of Council:
4
5

6 **ORDINANCE 2021-849-E**

7 AN ORDINANCE APPROPRIATING \$500,000.00
8 (\$250,000 FROM COUNCIL PRESIDENT CONTINGENCY
9 EXPENSE ACCOUNT AND \$250,000 FROM CONTINGENCY
10 FIND MATCH) FOR FUNDING TO EDWARD WATERS
11 UNIVERSITY TO PROVIDE A COMMUNITY WELLNESS AND
12 FITNESS CENTER; PROVIDING FOR CARRYOVER OF FUNDS
13 TO FISCAL YEAR 2022-2023; APPROVING AND
14 AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND THE
15 CORPORATION SECRETARY TO EXECUTE AND DELIVER
16 AGREEMENTS WITH EDWARD WATERS UNIVERSITY, INC.;
17 INVOKING THE EXCEPTION OF SECTION 126.107(G)
18 (EXEMPTIONS), PART 1 (GENERAL REGULATIONS),
19 CHAPTER 126 (PROCUREMENT CODE), *ORDINANCE CODE*,
20 TO DIRECT CONTRACT EDWARD WATERS UNIVERSITY,
21 INC., FOR THE PROVISION OF SERVICES RELATED TO
22 THE COMMUNITY WELLNESS AND FITNESS CENTER, AS
23 MORE PARTICULARLY DESCRIBED HEREIN; WAIVING
24 SECTION 118.107 (NONPROFITS TO RECEIVE FUNDING
25 THROUGH A COMPETITIVE EVALUATED AWARD PROCESS),
26 PART 1 (GENERAL PROVISIONS), CHAPTER 118 (CITY
27 GRANTS), *ORDINANCE CODE*, TO ALLOW DIRECT
28 CONTRACT WITH EDWARD WATERS UNIVERSITY; WAIVING
29 SECTION 118.201(F)(7) (RELEASE OF
30 APPROPRIATIONS), *ORDINANCE CODE*, TO ALLOW FOR

1 ADVANCE PAYMENTS IN EXCESS OF 10% TO EDWARD
2 WATERS UNIVERSITY; PROVIDING FOR OVERSIGHT BY
3 THE DEPARTMENT OF PUBLIC WORKS; PROVIDING AN
4 EFFECTIVE DATE.

5
6 **WHEREAS**, Edward Waters University (EWU) intends and commits for
7 the EWU Community Wellness and Fitness Center to be available for
8 community/public use through its existing Schell-Sweet Community
9 Resource Center and Center for Health Disparities which has a
10 longstanding years-long history of continued public service to
11 Jacksonville citizens and particularly seniors and families who
12 reside in the New Town and NW Jacksonville community; and

13 **WHEREAS**, the Center will also be dually used by EWU students,
14 faculty, and staff. Collectively, New Town and NW Jacksonville
15 citizens as well as members of the EWU community lack proximate access
16 to adequate health and wellness facilities; and

17 **WHEREAS**, as a public service to quell the proliferation of
18 persistent health disparities plaguing this low-income, aging, and
19 largely minority community (i.e., New Town and NW Jacksonville
20 community) as well as to primarily serve its largely minority and low
21 income student community (where nearly 86% of students are pell-
22 eligible-low income), EWU seeks to provide access to a geographically
23 accessible, safe, and modernly equipped wellness and fitness facility
24 to Jacksonville citizens and its students to further advance and
25 augment the aforementioned existing health/wellness education
26 opportunities being offered by the university; and

27 **WHEREAS**, for the foregoing reasons, the City Council determines
28 that the Community Wellness and Fitness Center serves a public
29 purpose; now therefore

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

31 **Section 1. Appropriation.** For the 2021-2022 fiscal year,

1 within the City's budget, there is hereby appropriated the indicated
2 sum(s) from the account(s) listed in subsection (a) to the account(s)
3 listed in subsection (b):

4 (attached hereto as **Revised Exhibit 1**, labeled as "Revised Exhibit
5 1, Rev B.T., January 3, 2022 - NCSPHS" and incorporated herein by
6 this reference)

7 (a) Appropriated from:

8 See Revised Exhibit 1 \$500,000.00

9 (b) Appropriated to:

10 See Revised Exhibit 1 \$500,000.00

11 (c) Explanation of Appropriation:

12 The funding is provided by \$250,000 from the Council
13 President Contingency account appropriated in Ordinance
14 2021-504-E and \$250,000 from unused Contingency for matches
15 for the FIND Grants.

16 **Section 2. Purpose.** The purpose of the appropriation in
17 Section 1 is to provide funding to Edward Waters University to support
18 a Community Wellness and Fitness Center, and equip the center with
19 fitness equipment, as more fully described in **Revised Exhibit 2**,
20 labeled as "Revised Exhibit 2, Rev Scope, January 3, 2022 - NCSPHS",
21 **attached hereto.**

22 **Section 3. Carryover.** The funds appropriated in this
23 Ordinance shall not lapse but shall carryover to fiscal year 2022-
24 2023.

25 **Section 4. Approval and authorization to execute agreements**
26 **between the City and Edward Waters University, Inc. ("EWU").** The
27 Mayor, or his designee, and the Corporation Secretary are hereby
28 authorized to execute and deliver a Grant Agreement in substantially
29 the form attached hereto as **Revised Exhibit 3**, labeled as "Revised
30 Exhibit 3, Rev Joint Use Agreement, January 11, 2022 - Floor" and a
31 Joint Use Agreement in substantially the form attached hereto as

1 **Revised Exhibit 4**, labeled as "Revised Exhibit 4, Rev Grant Agreement,
2 January 11, 2022 - Floor" between the City of Jacksonville and Edward
3 Waters University, Inc. to provide for a Community Health and Fitness
4 Center at EWU. The agreements may include such extensions, renewals,
5 additions, deletions and changes as may be reasonable, necessary and
6 incidental for carrying out the purposes thereof, as may be acceptable
7 to the Mayor, or his designee, with such inclusion and acceptance
8 being evidenced by execution of the agreement by the Mayor, or his
9 designee; provided however, no modifications to the agreement may
10 increase the financial obligations or liability of the City to an
11 amount in excess of the amount stated in the agreement or decrease
12 the duties and obligations of EWU, and any such modifications shall
13 be technical only and shall be subject to appropriate legal review
14 and approval by the Office of General Counsel and the Office of Risk
15 Management for appropriate insurance and indemnification terms. For
16 the purposes of this Ordinance, the term "technical changes" is
17 defined as those changes having no financial impact to the City and
18 any other non-substantive changes that do not substantively increase
19 the duties and responsibilities of the City under the provisions of
20 the agreement.

21 **Section 5. Invoking the exception to Section 126.107(g),**
22 **Ordinance Code.** The City is hereby authorized to enter direct
23 agreements or amendments to agreements, as authorized herein, with
24 Edward Waters University, Inc., for the purposes of providing services
25 for the Program. Pursuant to Section 126.107(g) (Exemptions), Part
26 1 (General Regulations), Chapter 126 (Procurement Code), *Ordinance*
27 *Code*, such procurement is exempted from competitive solicitation
28 because the supplies or services are to be provided by those
29 specifically described in the authorizing legislation that
30 appropriates the same. With the exception of the foregoing, all
31 other provisions of Chapter 126, *Ordinance Code*, shall remain in full

1 force and effect. The failure of any entity identified herein to
2 enter into the applicable agreement or amendment to the agreement
3 with the City shall render such entity ineligible to receive the
4 Grant funds authorized hereby.

5 **Section 6. Waiver of Section 118.107 (Nonprofits to receive**
6 **funding through a competitive evaluated award process), Part 1**
7 **(General Provisions), Chapter 118 (City Grants), Ordinance Code.** The
8 provisions of Section 118.107 (Nonprofits to receive funding through
9 a competitive evaluated award process), Part 1 (General Provisions),
10 Chapter 118 (City Grants), *Ordinance Code*, are hereby waived to allow
11 for a direct contract with EWU and the City of Jacksonville. The
12 Council finds that waiver of Section 118.107, *Ordinance Code*, is
13 necessary and justified to allow a direct contract with EWU. EWU is
14 a Historic Black College and University (HBCU) located in an area
15 with significant public health challenges. EWU is uniquely situated
16 to provide a benefit to the public health and welfare by providing
17 public access to the community through its Community Wellness and
18 Fitness Center. EWU has agreed to provide free community access to
19 the Community Wellness and Fitness Center for the first five (5)
20 years. The Council finds that only EWU could provide this service
21 to the community and therefore a direct contract with EWU is
22 warranted.

23 **Section 7. Waiver of Section 118.201(f) (7) (Release of**
24 **Appropriations), Ordinance Code.** Section 118.201(f) (7) (Release of
25 Appropriations), Chapter 118 (City Grants), *Ordinance Code*, is hereby
26 waived as to the disbursement of funds based upon draws for services
27 performed or reimbursements for work done. Waiver of Section
28 118.201(f) (7), *Ordinance Code*, is requested to allow advance payments
29 in excess of 10% to EWU.

1 **Section 8. Oversight Department.** The Department of Public
2 Works shall oversee administration of the Agreement referenced
3 herein.

4 **Section 9. Effective Date.** This Ordinance shall become
5 effective upon signature by the Mayor or upon becoming effective
6 without the Mayor's signature.

7
8 Form Approved:

9
10 /s/ Paige H. Johnston

11 Office of General Counsel

12 Legislation prepared by: Margaret M. Sidman

13 GC-#1475363-v1-2021-849-E.docx