

1 The Neighborhoods, Community Services, Public Health and Safety  
2 Committee offers the following Substitute to File No. 2022-090:

3  
4 Introduced by Council Member Salem:

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6  
7 **ORDINANCE 2022-90**

8 AN ORDINANCE APPROPRIATING \$152,500 FROM THE  
9 MENTAL HEALTH OFFENDER TRUST FUND TO PROVIDE  
10 FUNDING FOR THE MENTAL HEALTH OFFENDER PROGRAM  
11 ("MHOP"); PROVIDING FOR A CARRYOVER OF FUNDS  
12 INTO FISCAL YEAR 2022-2023; APPROVING, AND  
13 AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND  
14 CORPORATION SECRETARY TO EXECUTE AND DELIVER, A  
15 SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY  
16 OF JACKSONVILLE AND THE I.M. SULZBACHER CENTER  
17 FOR THE HOMELESS, INC. ("SULZBACHER CENTER") FOR  
18 \$447,500; INVOKING THE EXCEPTION IN SECTION  
19 126.107(G), *ORDINANCE CODE*, TO ALLOW DIRECT  
20 CONTRACT WITH I.M. SULZBACHER CENTER FOR THE  
21 HOMELESS, INC. TO PROVIDE SERVICES TO MHOP AND  
22 MANAGE MHOP; WAIVING SECTION 118.107 (NONPROFITS  
23 TO RECEIVE FUNDING THROUGH A COMPETITIVE  
24 EVALUATED AWARD PROCESS), PART 1 (GENERAL  
25 PROVISIONS), CHAPTER 118 (CITY GRANTS),  
26 *ORDINANCE CODE*, TO ALLOW DIRECT CONTRACT WITH  
27 SULZBACHER CENTER; APPROVING, AND AUTHORIZING  
28 THE MAYOR, OR HIS DESIGNEE, AND CORPORATION  
29 SECRETARY TO EXECUTE AND DELIVER, A FIRST  
30 AMENDMENT TO AGREEMENT BETWEEN THE CITY OF  
31 JACKSONVILLE AND THE FOURTH JUDICIAL CIRCUIT

1 COURTS OF FLORIDA TO PROVIDE FOR A MENTAL HEALTH  
2 JAIL INITIATIVE COORDINATOR FOR \$62,500;  
3 INVOKING THE EXCEPTION IN SECTION 126.107(G),  
4 *ORDINANCE CODE*, TO ALLOW DIRECT CONTRACT WITH  
5 THE FOURTH JUDICIAL CIRCUIT COURTS OF FLORIDA TO  
6 PROVIDE FOR A MENTAL HEALTH JAIL INITIATIVE  
7 COORDINATOR; APPROVING, AND AUTHORIZING THE  
8 MAYOR, OR HIS DESIGNEE, AND CORPORATION  
9 SECRETARY TO EXECUTE AND DELIVER, AN AGREEMENT  
10 BETWEEN THE CITY OF JACKSONVILLE AND THE PUBLIC  
11 DEFENDER OF THE FOURTH JUDICIAL CIRCUIT, TO  
12 PROVIDE FOR .5 OF A FTE PUBLIC DEFENDER FOR MHOP  
13 AT \$45,000; INVOKING THE EXCEPTION IN SECTION  
14 126.107(G), *ORDINANCE CODE*, TO ALLOW DIRECT  
15 CONTRACT WITH THE PUBLIC DEFENDER OF THE FOURTH  
16 JUDICIAL CIRCUIT, TO PROVIDE FOR SERVICES FROM  
17 THE PUBLIC DEFENDER'S OFFICE; APPROVING, AND  
18 AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND  
19 CORPORATION SECRETARY TO EXECUTE AND DELIVER, AN  
20 AGREEMENT BETWEEN THE CITY OF JACKSONVILLE AND  
21 THE STATE ATTORNEY'S OFFICE OF THE FOURTH  
22 JUDICIAL CIRCUIT, TO PROVIDE FOR .5 OF A FTE  
23 STATE ATTORNEY FOR MHOP AT \$45,000; INVOKING THE  
24 EXCEPTION IN SECTION 126.107(G), *ORDINANCE CODE*,  
25 TO ALLOW DIRECT CONTRACT WITH THE STATE  
26 ATTORNEY'S OFFICE, FOURTH JUDICIAL CIRCUIT, TO  
27 PROVIDE SERVICES OF THE STATE ATTORNEY'S OFFICE;  
28 PROVIDING FOR OVERSIGHT BY THE OFFICE OF GRANTS  
29 AND CONTRACT COMPLIANCE; PROVIDING AN EFFECTIVE  
30 DATE.

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

2           **Section 1.           Appropriation.** For the 2021-2022 fiscal year,  
3 within the City's budget, there are hereby appropriated the indicated  
4 sum(s) from the account(s) listed in subsection (a) to the account(s)  
5 listed in subsection (b):

6 (The account information is attached hereto as **Revised Exhibit 1**,  
7 labeled as "Revised Exhibit 1, Rev B.T., February 28, 2022 - NCSPHS"  
8 and incorporated herein by this reference)

9           (a) Appropriated from:

10           See attached **Revised Exhibit 1**                                 \$152,500

11           (b) Appropriated to:

12           See attached **Revised Exhibit 1**                                 \$152,500

13           (c) **Explanation of Appropriation** - The funding above is being  
14 appropriated from Mental Health Offender Program Trust Fund  
15 to provide funding for a jail diversion program for  
16 mentally ill misdemeanor offenders to be managed by the  
17 Sulzbacher Center to fund a Mental Health Initiative Jail  
18 Coordinator ("Coordinator"), to be housed in the court  
19 system, to oversee MHOP (\$62,500); to fund .5 FTE of an  
20 attorney from the Public Defender's Office (\$45,000); and  
21 to fund .5 FTE of an attorney from the State Attorney's  
22 Office (\$45,000).

23           **Section 2.           Purpose.** The purpose of the appropriation in  
24 Section 1 is to provide funding for the Mental Health Offender Program  
25 (MHOP), which is a jail diversion program for mentally ill misdemeanor  
26 offenders, services and a program coordinator and related state  
27 attorney and public defenders lawyers need for the program, as more  
28 fully described in **Revised Exhibit 2**, labeled as "Revised Exhibit 2,  
29 Rev Scope, February 28, 2022 - NCSPHS" attached hereto. MHOP  
30 operational services will be managed by the Sulzbacher Center. The  
31 Mental Health Initiative Jail Coordinator will be managed by the

1 court system.

2 **Section 3. Carryover.** The funds appropriated in this  
3 Ordinance shall not lapse but shall carryover to fiscal year 2022-  
4 2023.

5 **Section 4. Approval and authorization to execute Second**  
6 **Amendment to Agreement approved (I.M. Sulzbacher Center for the**  
7 **Homeless, Inc.) for \$447,500.** There is hereby approved, and the Mayor,  
8 or his designee, and Corporation Secretary are hereby authorized to  
9 execute and deliver, the Second Amendment to the Services Contract  
10 between the City of Jacksonville and the I.M. Sulzbacher Center for  
11 the Homeless, Inc. for operational expenses of MHOP, totaling  
12 \$447,500, in substantially the form as attached hereto as **Revised On**  
13 **File**, and incorporated herein by this reference (the "Agreement").  
14 The Agreement may include such additions, deletions and changes as  
15 may be reasonable, necessary and incidental for carrying out the  
16 purposes thereof, as may be acceptable to the Mayor, or his designee,  
17 with such inclusion and acceptance being evidenced by execution of  
18 the Agreement by the Mayor, or his designee; provided however, no  
19 modification to the Agreement may increase the financial obligations  
20 or liability of the City to an amount in excess of the amount stated  
21 in the Agreement or decrease the duties and obligations of the  
22 Sulzbacher Center as stated in the Agreement, and any such  
23 modification shall be technical only and shall be subject to  
24 appropriate legal review and approval by the Office of General  
25 Counsel. For the purposes of this Ordinance, the term "technical  
26 changes" is defined as those changes having no financial impact to  
27 the City and any other non-substantive changes that do not  
28 substantively increase the duties and responsibilities of the City  
29 under the provisions of the Agreement.

30 **Section 5. Invoking the exception to Section 126.107(g),**  
31 **Ordinance Code.** The City is hereby authorized to procure the use of

1 the professional services of the Sulzbacher Center, to manage the  
2 jail diversion program for mentally ill misdemeanor offenders.  
3 Pursuant to Section 126.107(g) (Exemptions), Part 1 (General  
4 Regulations), Chapter 126 (Procurement Code), *Ordinance Code*, such  
5 procurement is exempted from competitive solicitation because the  
6 supplies or services are to be provided by those specifically  
7 prescribed within authorizing legislation that appropriates the same.  
8 With the exception of the foregoing, all other provisions of Chapter  
9 126, *Ordinance Code*, shall remain in full force and effect.

10 **Section 6. Waiver of Section 118.107 (Nonprofits to receive**  
11 **funding through a competitive evaluated award process), Part 1**  
12 **(General Provisions), Chapter 118 (City Grants), *Ordinance Code*.** The  
13 provisions of Section 118.107 (Nonprofits to receive funding through  
14 a competitive evaluated award process), Part 1 (General Provisions),  
15 Chapter 118 (City Grants), *Ordinance Code*, are hereby waived to allow  
16 for a direct contract with the Sulzbacher Center and the City of  
17 Jacksonville. MHOP is designed in response to the burden that mentally  
18 ill offenders place on the criminal justice system. MHOP is a jail  
19 diversion program for misdemeanor offenders with mental health  
20 issues, intended to break the cycle of repeated misdemeanor arrests  
21 and provide them the wrap-around support they need to successfully  
22 treat their illness and reintegrate back into the community. The City  
23 Council finds that Sulzbacher Center is a justified direct contract.  
24 Sulzbacher began the nine-month pilot project, and a continuum of  
25 this service is desired to continue the program which has been tried  
26 and proven during the 9-month pilot program.

27 **Section 7. Approval and authorization to execute First**  
28 **Amendment to Agreement approved (Fourth Judicial Circuit Courts of**  
29 **Florida) for \$62,500.** There is hereby approved, and the Mayor, or his  
30 designee, and Corporation Secretary are hereby authorized to execute  
31 and deliver, the First Amendment to the Services Contract between the

1 City of Jacksonville and the Fourth Judicial Circuit Courts of  
2 Florida, in substantially the form as attached hereto as **Revised On**  
3 **File**, and incorporated herein by this reference (the "Agreement") to  
4 provide for a Mental Health Initiative Coordinator at \$62,500. The  
5 Agreement may include such additions, deletions and changes as may  
6 be reasonable, necessary and incidental for carrying out the purposes  
7 thereof, as may be acceptable to the Mayor, or his designee, with  
8 such inclusion and acceptance being evidenced by execution of the  
9 Agreement by the Mayor, or his designee; provided however, no  
10 modification to the Agreement may increase the financial obligations  
11 or liability of the City to an amount in excess of the amount stated  
12 in the Agreement or decrease the duties and obligations of the Fourth  
13 Judicial Circuit Courts of Florida as stated in the Agreement, and  
14 any such modification shall be technical only and shall be subject  
15 to appropriate legal review and approval by the Office of General  
16 Counsel. For the purposes of this Ordinance, the term "technical  
17 changes" is defined as those changes having no financial impact to  
18 the City and any other non-substantive changes that do not  
19 substantively increase the duties and responsibilities of the City  
20 under the provisions of the Agreement.

21 **Section 8. Invoking the exception to Section 126.107(g),**  
22 **Ordinance Code.** The City is hereby authorized to procure the use of  
23 the professional services of the Fourth Judicial Circuit Courts of  
24 Florida to provide for a Mental Health Initiative Coordinator.  
25 Pursuant to Section 126.107(g) (Exemptions), Part 1 (General  
26 Regulations), Chapter 126 (Procurement Code), *Ordinance Code*, such  
27 procurement is exempted from competitive solicitation because the  
28 supplies or services are to be provided by those specifically  
29 prescribed within authorizing legislation that appropriates the same.  
30 With the exception of the foregoing, all other provisions of Chapter  
31 126, Ordinance Code, shall remain in full force and effect.

1           **Section 9.           Agreement approved and execution authorized**  
2           **(Public Defender of the Fourth Judicial Circuit) for \$45,000.** There  
3 is hereby approved, and the Mayor, or his designee, and Corporation  
4 Secretary are hereby authorized to execute and deliver, the Services  
5 Contract between the City of Jacksonville and the Public Defender of  
6 the Fourth Judicial Circuit, in substantially the form as attached  
7 hereto as **Revised On File**, and incorporated herein by this reference  
8 (the "Agreement") to provide for .5 of a FTE Public Defender for MHOP  
9 at \$45,000. The Agreement may include such additions, deletions and  
10 changes as may be reasonable, necessary and incidental for carrying  
11 out the purposes thereof, as may be acceptable to the Mayor, or his  
12 designee, with such inclusion and acceptance being evidenced by  
13 execution of the Agreement by the Mayor, or his designee; provided  
14 however, no modification to the Agreement may increase the financial  
15 obligations or liability of the City to an amount in excess of the  
16 amount stated in the Agreement or decrease the duties and obligations  
17 of the Public Defender of the Fourth Judicial Circuit as stated in  
18 the Agreement, and any such modification shall be technical only and  
19 shall be subject to appropriate legal review and approval by the  
20 Office of General Counsel. For the purposes of this Ordinance, the  
21 term "technical changes" is defined as those changes having no  
22 financial impact to the City and any other non-substantive changes  
23 that do not substantively increase the duties and responsibilities  
24 of the City under the provisions of the Agreement.

25           **Section 10.           Invoking the exception to Section 126.107(g),**  
26 **Ordinance Code.** The City is hereby authorized to procure the use of  
27 the professional services of the Public Defender of the Fourth  
28 Judicial Circuit to provide for services from the Public Defender's  
29 Office. Pursuant to Section 126.107(g) (Exemptions), Part 1 (General  
30 Regulations), Chapter 126 (Procurement Code), *Ordinance Code*, such  
31 procurement is exempted from competitive solicitation because the

1 supplies or services are to be provided by those specifically  
2 prescribed within authorizing legislation that appropriates the same.  
3 With the exception of the foregoing, all other provisions of Chapter  
4 126, Ordinance Code, shall remain in full force and effect.

5       **Section 11. Agreement approved and execution authorized**  
6 **(State Attorney's Office, Fourth Judicial Circuit) for \$45,000.** There  
7 is hereby approved, and the Mayor, or his designee, and Corporation  
8 Secretary are hereby authorized to execute and deliver, the Services  
9 Contract between the City of Jacksonville and the State Attorney's  
10 Office, Fourth Judicial Circuit, in substantially the form as attached  
11 hereto as **Revised On File**, and incorporated herein by this reference  
12 (the "Agreement") to provide for .5 of an FTE State Attorney for MHOP  
13 at \$45,000. The Agreement may include such additions, deletions and  
14 changes as may be reasonable, necessary and incidental for carrying  
15 out the purposes thereof, as may be acceptable to the Mayor, or his  
16 designee, with such inclusion and acceptance being evidenced by  
17 execution of the Agreement by the Mayor, or his designee; provided  
18 however, no modification to the Agreement may increase the financial  
19 obligations or liability of the City to an amount in excess of the  
20 amount stated in the Agreement or decrease the duties and obligations  
21 of the State Attorney's Office, 4<sup>th</sup> Judicial Circuit, as stated in the  
22 Agreement, and any such modification shall be technical only and  
23 shall be subject to appropriate legal review and approval by the  
24 Office of General Counsel. For the purposes of this Ordinance, the  
25 term "technical changes" is defined as those changes having no  
26 financial impact to the City and any other non-substantive changes  
27 that do not substantively increase the duties and responsibilities  
28 of the City under the provisions of the Agreement.

29       **Section 12. Invoking the exception to Section 126.107(g),**  
30 **Ordinance Code.** The City is hereby authorized to procure the use of  
31 the professional services of the State Attorney's Office, Fourth



1 Judicial Circuit, to provide for services from the State Attorney's  
2 Office. Pursuant to Section 126.107(g) (Exemptions), Part 1 (General  
3 Regulations), Chapter 126 (Procurement Code), *Ordinance Code*, such  
4 procurement is exempted from competitive solicitation because the  
5 supplies or services are to be provided by those specifically  
6 prescribed within authorizing legislation that appropriates the same.  
7 With the exception of the foregoing, all other provisions of Chapter  
8 126, Ordinance Code, shall remain in full force and effect.

9 **Section 13. Oversight.** The Mayor is requested to appoint the  
10 Office of Grants and Contract Compliance to oversee the project in  
11 Section 2 above and to ensure compliance with all other appropriate  
12 laws.

13 **Section 14. Effective Date.** This Ordinance shall become  
14 effective upon signature by the Mayor or upon becoming effective  
15 without the Mayor's signature.

16  
17 Form Approved:

18  
19  /s/ Margaret M. Sidman

20 Office of General Counsel

21 Legislation prepared by: Margaret M. Sidman

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