

1 Introduced by Council Member Salem and Substituted by the
2 Neighborhoods, Community Services, Public Health and Safety
3 Committee:

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6 **ORDINANCE 2022-90-E**

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

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

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

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

(a) Appropriated from:

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

(b) Appropriated to:

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

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

Section 2. Purpose. The purpose of the appropriation in Section 1 is to provide funding for the Mental Health Offender Program (MHOP), which is a jail diversion program for mentally ill misdemeanor offenders, services and a program coordinator and related state attorney and public defenders lawyers need for the program, as more fully described in **Revised Exhibit 2**, labeled as "Revised Exhibit 2, Rev Scope, February 28, 2022 - NCSPHS" attached hereto. MHOP operational services will be managed by the Sulzbacher Center. The 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, 4th 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.

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17 Form Approved:

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19 /s/ Margaret M. Sidman

20 Office of General Counsel

21 Legislation prepared by: Margaret M. Sidman

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