

1 Introduced by Council Member Boylan:
2
3

4 **ORDINANCE 2022-451-E**

5 AN ORDINANCE AUTHORIZING THE MAYOR, OR HIS
6 DESIGNEE, AND CORPORATION SECRETARY TO EXECUTE
7 AND DELIVER, A SECOND AMENDMENT TO THE AGREEMENT
8 BETWEEN THE CITY OF JACKSONVILLE AND WE CARE
9 JACKSONVILLE, INC. TO RETROACTIVELY EXTEND THE
10 SERVICES CONTRACT FOR THE JAXCARECONNECT PROGRAM
11 TO SEPTEMBER 30, 2022; PROVIDING FOR OVERSIGHT
12 BY THE OFFICE OF GRANTS AND CONTRACT COMPLIANCE;
13 REQUESTING ONE CYCLE EMERGENCY PASSAGE;
14 PROVIDING AN EFFECTIVE DATE.
15

16 **WHEREAS**, through Ordinance 2021-22-E, the City of Jacksonville
17 entered into a Services Contract with We Care Jacksonville, Inc. for
18 a collaborative system of health care for uninsured residents of
19 Jacksonville as part of the JaxCareConnect Program on April 8, 2021,
20 with \$80,000 appropriated for funding in Fiscal Year 2021; and

21 **WHEREAS**, in August 2021, We Care Jacksonville, Inc. received
22 additional funding of \$51,000 for its JaxCareConnect Program through
23 Ordinance 2021-379-E; and

24 **WHEREAS**, a First Amendment to the Services Contract was approved
25 by Ordinance 2021-379-E to include the additional funding but did not
26 extend the contract expiration date of April 8, 2022; and

27 **WHEREAS**, there is currently approximately \$42,000 remaining on
28 the Services Contract that We Care Jacksonville, Inc. would like to
29 utilize; and

30 **WHEREAS**, We Care Jacksonville, Inc. has requested that the
31 contract be amended so that the contract can be extended to September

1 30, 2022; now therefore

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

3 **Section 1. Second Amendment approved and execution**
4 **authorized.** The Mayor, or his designee, and Corporation Secretary are
5 hereby authorized to execute and deliver, a Second Amendment to the
6 Service Agreement between the City of Jacksonville and We Care
7 Jacksonville, Inc., in a form prepared by the Office of General
8 Counsel to retroactively extend the contract to September 30, 2022.
9 The Agreement may include such additions, deletions and changes as
10 may be reasonable, necessary and incidental for carrying out the
11 purposes thereof, as may be acceptable to the Mayor, or his designee,
12 with such inclusion and acceptance being evidenced by execution of
13 the Agreement by the Mayor, or his designee; provided however, no
14 modification to the Agreement may increase the financial obligations
15 or liability of the City to an amount in excess of the amount stated
16 in the Agreement or decrease the duties and obligations of We Care
17 Jacksonville, Inc. as stated in the Agreement, and any such
18 modification shall be technical only and shall be subject to
19 appropriate legal review and approval by the Office of General
20 Counsel. For the purposes of this Ordinance, the term "technical
21 changes" is defined as those changes having no financial impact to
22 the City and any other non-substantive changes that do not
23 substantively increase the duties and responsibilities of the City
24 under the provisions of the Agreement.

25 **Section 2. Oversight.** The Mayor is requested to appoint the
26 Office of Grants and Contract Compliance to oversee the Services
27 Contract in Section 1 above and to ensure compliance with all other
28 appropriate laws.

29 **Section 3. Requesting emergency one cycle passage pursuant**
30 **to Council Rule 4.901 Emergency.** One cycle emergency passage of this
31 legislation is requested. The nature of the emergency is that We Care

1 Jacksonville, Inc. is desirous to expend the remaining balance
2 appropriated for the Services Contract before September 30, 2022 and
3 there is an immediate need to execute the Second Amendment to the
4 Services Contract to extend the contract expiration date. Without
5 one-cycle emergency action, the Council break in July would delay
6 execution of the contract into August which would make it difficult
7 for We Care Jacksonville, Inc. to expend the final funds and to timely
8 seek reimbursement under the Services Contract.

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

12
13 Form Approved:

14
15 /s/ Paige H. Johnston

16 Office of General Counsel

17 Legislation prepared by: Paige H. Johnston

18 GC-#1501746-v1-Boylan_-_JaxCareConnect_Budget_Amd.docx