

1 Introduced by the Council President at the request of the Mayor:
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4 **ORDINANCE 2023-807**

5 AN ORDINANCE APPROPRIATING \$25,521,214.50 TO
6 FUND THE MAYOR'S TASK FORCE PROGRAMS AND
7 INITIATIVES AS FOLLOWS: (1) \$5,870,000 FOR YOUTH
8 AND FAMILIES WHICH INCLUDES \$1,900,000 TO
9 AFTERSCHOOL AND SUMMER LITERACY PROGRAM
10 EXPANSION, \$1,950,000 TO MULTI-LAYER LITERACY
11 PROGRAM, \$150,000 TO ACCOUNTABILITY TRACKER,
12 \$100,000 TO YOUTH ARTISTS PROGRAM, \$170,000 TO
13 YOUTH CIVIC ENGAGEMENT, \$1,250,000 TO MAYOR'S
14 YOUTH AT-WORK PARTNERSHIP, \$250,000 TO CITY'S
15 POOL PLAN, AND \$100,000 TO WI-FI IN COJ PARKS
16 EXPANSION; (2) \$4,750,000 FOR PROGRAMS FOR THE
17 AMERICAN DREAM WHICH INCLUDES \$2,000,000 TO
18 DOWNPAYMENT ASSISTANCE PROGRAM, \$2,000,000 TO
19 LOCAL STACK FUNDING FOR ATTAINABLE HOUSING
20 COMMUNITY PARTNERS AND NON-PROFITS, AND \$750,000
21 TO ATTAINABLE HOUSING TAP IN PROGRAM; (3)
22 \$3,596,000 FOR ADDRESSING HOMELESSNESS WHICH
23 INCLUDES \$2,000,000 TO EMERGENCY RENTAL AND
24 EVICTION PREVENTION, \$200,000 TO HOMELESSNESS
25 DIVERSION/PROBLEM SOLVING PILOT, \$200,000 TO
26 EMERGENCY HOMELESSNESS RELIEF/NON-CONGREGATE
27 SHELTER, \$200,000 TO HOMELESSNESS CONTINUUM OF
28 CARE BONUS MATCH, AND \$996,000 TO HOME ROOF
29 INITIATIVE; (4) \$5,705,000 FOR A HEALTHIER
30 JACKSONVILLE WHICH INCLUDES \$250,000 TO INFANT
31 MORTALITY AND MATERNAL HEALTH INITIATIVE,

1 \$200,000 TO MENTAL HEALTH CALL CENTER, \$70,000
2 TO PRIMARY CARE AND WRAP AROUND SERVICE ACCESS
3 INITIATIVE, \$2,185,000 TO TELEHEALTH SAFETY NET
4 CLINIC, \$430,000 TO PEDIATRIC MENTAL HEALTH
5 SUPPORT, \$200,000 TO COMMUNITY HEALTH WORKERS,
6 \$2,210,000 TO ELDERLY FOOD INSECURITY RELIEF
7 FUND, AND \$160,000 TO MENTAL HEALTH 'TRAIN THE
8 TRAINER' FUND; (5) \$1,950,214.50 FOR BUILDING
9 LOCAL BUSINESS WHICH INCLUDES \$350,000 TO
10 PERMITTING EVOLUTION FIRST STEP, \$1,000,000 TO
11 SMALL BUSINESS CAPITAL ACCESS, \$100,000 TO SMALL
12 BUSINESS EDUCATION AND AUGMENTATION, AND
13 \$500,214.50 TO FILM AND MOVIE PROGRAM; (6)
14 \$50,000 FOR HONORING SERVICE WHICH INCLUDES
15 MILITARY AND VETERAN'S PROGRAM OUTREACH; (7)
16 \$500,000 FOR ACCESSIBLE DUVAL WHICH INCLUDES
17 \$200,000 TO DISABLED COMMUNITY SUPPORT, \$200,000
18 TO GRANT APPLICATION PROCESS EVOLUTION, AND
19 \$100,000 TO COMMUNITY OPEN HOUSE FOR NON-
20 PROFITS; AND (8) \$1,800,000 FOR BEAUTIFUL
21 JACKSONVILLE WHICH INCLUDES \$150,000 TO CPAC
22 PUBLIC ART INITIATIVE, \$750,000 TO DIRECT GRANTS
23 FOR ARTISTS, \$250,000 TO BLACK HISTORY
24 DESTINATION ACTIVATION, \$500,000 TO 'COOL
25 COMMUNITIES' INITIATIVE, AND \$150,000 TO
26 RIVERFRONT PARKS CONSERVANCY; APPROVING, AND
27 AUTHORIZING THE MAYOR, OR HER DESIGNEE, AND THE
28 CORPORATION SECRETARY TO NEGOTIATE, EXECUTE, AND
29 DELIVER AN AMENDMENT TO THE EXISTING AGREEMENT
30 BETWEEN THE CITY OF JACKSONVILLE ("CITY") AND
31 UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES,

1 A PUBLIC BODY CORPORATE OF THE STATE OF FLORIDA
2 ("UNF"); APPROVING, AND AUTHORIZING THE MAYOR,
3 OR HER DESIGNEE, AND THE CORPORATION SECRETARY
4 TO NEGOTIATE, EXECUTE, AND DELIVER AN AGREEMENT
5 BETWEEN THE CITY AND CULTURAL COUNCIL OF GREATER
6 JACKSONVILLE, INC., A FLORIDA NON-PROFIT
7 CORPORATION ("CULTURAL COUNCIL") TO ADMINISTER
8 DIRECT GRANTS FOR ARTISTS; APPROVING, AND
9 AUTHORIZING THE MAYOR, OR HER DESIGNEE, AND THE
10 CORPORATION SECRETARY TO NEGOTIATE, EXECUTE, AND
11 DELIVER AN AGREEMENT BETWEEN THE CITY AND
12 CULTURAL COUNCIL TO ADMINISTER THE CPAC PUBLIC
13 ART INITIATIVE PROGRAM; APPROVING, AND
14 AUTHORIZING THE MAYOR, OR HER DESIGNEE, AND THE
15 CORPORATION SECRETARY TO NEGOTIATE, EXECUTE, AND
16 DELIVER AN AGREEMENT BETWEEN THE CITY AND UNITED
17 WAY OF NORTHEAST FLORIDA, INC., A FLORIDA NON-
18 PROFIT CORPORATION ("UNITED WAY") TO OPERATE THE
19 988 CRISES MENTAL HEALTH CALL CENTER; APPROVING,
20 AND AUTHORIZING THE MAYOR, OR HER DESIGNEE, AND
21 THE CORPORATION SECRETARY TO NEGOTIATE, EXECUTE,
22 AND DELIVER AN AGREEMENT BETWEEN THE CITY AND
23 RIVERFRONT PARKS CONSERVANCY, INC., A FLORIDA
24 NON-PROFIT CORPORATION ("RPC"), TO PLAN, DESIGN,
25 AND CREATE A RESILIENT, UNIFIED RIVERWALK;
26 APPROVING, AND AUTHORIZING THE MAYOR, OR HER
27 DESIGNEE, AND THE CORPORATION SECRETARY TO
28 NEGOTIATE, EXECUTE, AND DELIVER AN AGREEMENT
29 BETWEEN THE CITY AND OPPORTUNITY DEVELOPMENT,
30 INC., A FLORIDA NON-PROFIT CORPORATION, DOING
31 BUSINESS AS CENTER FOR INDEPENDENT LIVING

1 JACKSONVILLE ("CIL JACKSONVILLE"), TO ASSIST
2 PERSONS WITH DISABILITIES; INVOKING THE
3 EXCEPTION OF SECTION 126.107(G) (EXEMPTIONS),
4 PART 1 (GENERAL REGULATIONS), CHAPTER 126
5 (PROCUREMENT CODE), *ORDINANCE CODE*, TO ALLOW FOR
6 A DIRECT CONTRACT WITH CULTURAL COUNCIL TO
7 ADMINISTER DIRECT GRANTS FOR ARTISTS; INVOKING
8 THE EXCEPTION OF SECTION 126.107(G)
9 (EXEMPTIONS), PART 1 (GENERAL REGULATIONS),
10 CHAPTER 126 (PROCUREMENT CODE), *ORDINANCE CODE*,
11 TO ALLOW FOR A DIRECT CONTRACT WITH CULTURAL
12 COUNCIL TO ADMINISTER THE CPAC PUBLIC ART
13 INITIATIVE PROGRAM; INVOKING THE EXCEPTION OF
14 SECTION 126.107(G) (EXEMPTIONS), PART 1 (GENERAL
15 REGULATIONS), CHAPTER 126 (PROCUREMENT CODE),
16 *ORDINANCE CODE*, TO ALLOW FOR A DIRECT CONTRACT
17 WITH UNITED WAY TO OPERATE THE 988 CRISES MENTAL
18 HEALTH CALL CENTER; INVOKING THE EXCEPTION OF
19 SECTION 126.107(G) (EXEMPTIONS), PART 1 (GENERAL
20 REGULATIONS), CHAPTER 126 (PROCUREMENT CODE),
21 *ORDINANCE CODE*, TO ALLOW FOR A DIRECT CONTRACT
22 WITH RPC TO PLAN, DESIGN, AND CREATE A
23 RESILIENT, UNIFIED RIVERWALK; INVOKING THE
24 EXCEPTION OF SECTION 126.107(G) (EXEMPTIONS),
25 PART 1 (GENERAL REGULATIONS), CHAPTER 126
26 (PROCUREMENT CODE), *ORDINANCE CODE*, TO ALLOW FOR
27 A DIRECT CONTRACT WITH CIL JACKSONVILLE TO
28 ASSIST PERSONS WITH DISABILITIES; WAIVING
29 SECTION 118.107 (NONPROFITS TO RECEIVE FUNDING
30 THROUGH A COMPETITIVE EVALUATED AWARD PROCESS),
31 PART 1 (GENERAL PROVISIONS), CHAPTER 118 (CITY

1 GRANTS), ORDINANCE CODE, TO ALLOW A DIRECT
2 CONTRACT WITH CULTURAL COUNCIL TO ADMINISTER
3 DIRECT GRANTS FOR ARTISTS; WAIVING SECTION
4 118.107 (NONPROFITS TO RECEIVE FUNDING THROUGH
5 A COMPETITIVE EVALUATED AWARD PROCESS), PART 1
6 (GENERAL PROVISIONS), CHAPTER 118 (CITY GRANTS),
7 ORDINANCE CODE, TO ALLOW A DIRECT CONTRACT WITH
8 CULTURAL COUNCIL TO ADMINISTER THE CPAC PUBLIC
9 ART INITIATIVE PROGRAM; WAIVING SECTION 118.107
10 (NONPROFITS TO RECEIVE FUNDING THROUGH A
11 COMPETITIVE EVALUATED AWARD PROCESS), PART 1
12 (GENERAL PROVISIONS), CHAPTER 118 (CITY GRANTS),
13 ORDINANCE CODE, TO ALLOW A DIRECT CONTRACT WITH
14 UNITED WAY TO OPERATE THE 988 CRISES MENTAL
15 HEALTH CALL CENTER; WAIVING SECTION 118.107
16 (NONPROFITS TO RECEIVE FUNDING THROUGH A
17 COMPETITIVE EVALUATED AWARD PROCESS), PART 1
18 (GENERAL PROVISIONS), CHAPTER 118 (CITY GRANTS),
19 ORDINANCE CODE, TO ALLOW A DIRECT CONTRACT WITH
20 RPC TO PLAN, DESIGN, AND CREATE A RESILIENT,
21 UNIFIED RIVERWALK; WAIVING SECTION 118.107
22 (NONPROFITS TO RECEIVE FUNDING THROUGH A
23 COMPETITIVE EVALUATED AWARD PROCESS), PART 1
24 (GENERAL PROVISIONS), CHAPTER 118 (CITY GRANTS),
25 ORDINANCE CODE, TO ALLOW A DIRECT CONTRACT WITH
26 CIL JACKSONVILLE TO ASSIST PERSONS WITH
27 DISABILITIES; AMENDING SECTION 111.920
28 (NEIGHBORHOOD STABILIZATION PROGRAM SPECIAL
29 REVENUE FUND), PART 9 (NEIGHBORHOOD
30 DEVELOPMENT), CHAPTER 111 (SPECIAL REVENUE AND
31 TRUST ACCOUNTS), *ORDINANCE CODE*; AMENDING THE

1 REVISED SCHEDULE M TO ORDINANCE 2023-511-E;
2 AMENDING THE 2024-2028 FIVE-YEAR IT SYSTEM
3 DEVELOPMENT PLAN APPROVED BY ORDINANCE 2023-507-
4 E TO ADD THE WI-FI IN COJ PARKS EXPANSION AND
5 THE GRANT APPLICATION PROCESS EVOLUTION
6 PROJECTS; AUTHORIZING GRANT GUIDELINES, GRANT
7 AGREEMENTS, AND LOAN DOCUMENTS REGARDING THE
8 SMALL BUSINESS CAPITAL ACCESS PROGRAM; PROVIDING
9 FOR CARRYOVER OF FUNDS THROUGH SEPTEMBER 30,
10 2025; PROVIDING FOR OVERSIGHT BY VARIOUS
11 DEPARTMENTS; PROVIDING FOR COMPLIANCE WITH
12 APPLICABLE ARP ACT GRANT FUNDING REQUIREMENTS;
13 PROVIDING FOR CODIFICATION INSTRUCTIONS;
14 PROVIDING AN EFFECTIVE DATE.

15
16 **WHEREAS**, on May 25, 2023, Mayor-Elect Deegan established seven
17 transition committees during the mayoral transition pursuant to
18 Section 20.110 of the *Ordinance Code*; and

19 **WHEREAS**, the transition committees consisted of seven primary
20 focus areas: (1) infrastructure; (2) health; (3) economic
21 development; (4) public safety; (5) arts, culture, and entertainment;
22 (6) constituency and community outreach; and (7) military and veterans
23 (collectively, the "Transition Committee(s)"); and

24 **WHEREAS**, each Transition Committee performed the following tasks
25 regarding each focus area: researched, assessed, and gathered data;
26 met with subject matter experts including former and current City
27 employees; enlisted diverse and inclusive public participation and
28 community engagement, and developed a final Transition Committee
29 report containing, among other things, community concerns and
30 recommendations to the Mayor regarding programs and initiatives that
31 would improve the quality of life of the people of Duval County; and

1 **WHEREAS**, the Transition Committees included over 25 sub-
2 committees in multiple sub-focus areas and held over 300 publicly
3 noticed meetings over a two-month period which began during the
4 mayoral transition in June of 2023, and ended in August of 2023; and

5 **WHEREAS**, the Transition Committees received input from hundreds
6 of people in Duval County representing diverse ethnic, race,
7 political, religious, professional, socio-economic, sexual
8 orientation, and neighborhood backgrounds; and

9 **WHEREAS**, the Transition Committees provided recommendations and
10 reports to the Mayor for consideration (collectively, the "Mayoral
11 Transition Committee Reports"); and

12 **WHEREAS**, in August of 2023, the Mayor also began hosting publicly
13 noticed and advertised Community Conversations in the 14 City Council
14 districts, together with City Council members, to obtain additional
15 public input from constituents regarding quality of life and community
16 concerns (collectively, the "Community Conversations"); and

17 **WHEREAS**, based on the Mayoral Transition Committee Reports and
18 the Community Conversations, the Mayor proposed funding to support
19 the Mayor's programs and initiatives in the fiscal year 2023-2024
20 annual budget; and

21 **WHEREAS**, the City Council appropriated funding for fiscal year
22 2023-2024 through the annual budget Ordinance 2023-504-E and
23 Ordinance 2023-513-E to fund the Mayor's programs and initiatives;
24 and

25 **WHEREAS**, the Mayor's programs and initiatives, as described and
26 summarized **On File** with the Legislative Services Division (the
27 "Mayor's Task Force Programs and Initiatives Summary"), consists of
28 Youth and Families, Programs for the American Dream, Addressing
29 Homelessness, A Healthier Jacksonville, Building Local Business,
30 Honoring Service, Accessible Duval, and Beautiful Jacksonville
31 (collectively, the "Mayor's Task Force Programs and Initiatives");

1 and

2 **WHEREAS**, the Mayor believes that the Mayor's Task Force Programs
3 and Initiatives will benefit and improve the overall quality of life
4 of the people of Duval County, and the City Council desires to
5 appropriate funding to implement the Mayor's Task Force Programs and
6 Initiatives as provided herein; now therefore

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

8 **Section 1. Recitals.** The recitals above are true and
9 correct and incorporated herein by reference.

10 **Section 2. Appropriation.** For the 2023-2024 fiscal year,
11 within the City's budget, there are hereby appropriated the indicated
12 sum(s) from the account(s) listed in subsection (a) to the account(s)
13 listed in subsection (b):

14 (B.T. 24-023 is attached hereto as **Exhibit 1** and incorporated herein
15 by this reference)

16 (a) Appropriated from:

17 See attached B.T. 24-023 \$25,521,214.50

18 (b) Appropriated to:

19 See attached B.T. 24-023 \$25,521,214.50

20 (c) **Explanation of Appropriation:**

21 The funding appropriated above represents: (i) a transfer
22 of \$12,375,214.50 from the Mayor's Task Force contingency
23 within the American Rescue Plan Act of 2021 (the "ARP Act")
24 funds originally appropriated by Ordinance 2022-513-E from
25 the American Rescue Plan Local Fiscal Recovery Fund
26 Contingency account and re-appropriated by Ordinance 2023-
27 513-E; (ii) a transfer of \$11,146,000 from the Mayor's Task
28 Force contingency within the General Fund; (iii) a transfer
29 of \$1,300,000 within the Kids Hope Alliance fund to move
30 funding to a new 1Cloud activity; (iv) an appropriation of
31 \$200,000 from Disabled Parking Fines fund; and (v) an

1 appropriation of \$500,000.00 from the Tree Protection Fund
2 for various priorities and initiatives focused on
3 infrastructure, health, economic development, public
4 safety, constituency and community outreach, military and
5 veterans, and arts, culture and entertainment identified
6 by the Mayor's Transition Committees and focus groups.

7 **Section 3. Purpose.** The purpose of the appropriation in
8 Section 2 is to allocate funds to fund the Mayor's Task Force Programs
9 and Initiatives, as more particularly described in the Mayor's Task
10 Force Programs and Initiatives Summary, as follows: (1) \$5,870,000
11 for Youth and Families which includes \$1,900,000 to Afterschool and
12 Summer Literacy Program Expansion, \$1,950,000 to Multi-Layer Literacy
13 Program, \$150,000 to Accountability Tracker, \$100,000 to Youth
14 Artists Program, \$170,000 to Youth Civic Engagement, \$1,250,000 to
15 Mayor's Youth At-Work Partnership, \$250,000 to City's Pool Plan, and
16 \$100,000 to Wi-Fi in COJ Parks Expansion; (2) \$4,750,000 for Programs
17 for the American Dream which includes \$2,000,000 to Downpayment
18 Assistance Program, \$2,000,000 to Local Stack Funding for Attainable
19 Housing Community Partners and Non-Profits, and \$750,000 to
20 Attainable Housing Tap In Program; (3) \$3,596,000 for Addressing
21 Homelessness which includes \$2,000,000 to Emergency Rental and
22 Eviction Prevention, \$200,000 to Homelessness Diversion/Problem
23 Solving Pilot, \$200,000 to Emergency Homelessness Relief/Non-
24 Congregate Shelter, \$200,000 to Homelessness Continuum of Care Bonus
25 Match, and \$996,000 to Home Roof Initiative; (4) \$5,705,000 for a
26 Healthier Jacksonville which includes \$250,000 to Infant Mortality
27 and Maternal Health Initiative, \$200,000 to Mental Health Call Center,
28 \$70,000 to Primary Care and Wrap Around Service Access Initiative,
29 \$2,185,000 to Telehealth Safety Net Clinic, \$430,000 to Pediatric
30 Mental Health Support, \$200,000 to Community Health Workers,
31 \$2,210,000 to Elderly Food Insecurity Relief Fund, and \$160,000 to

1 Mental Health 'Train the Trainer' Fund; (5) \$1,950,214.50 for Building
2 Local Business which includes \$350,000 to Permitting Evolution First
3 Step, \$1,000,000 to Small Business Capital Access, \$100,000 to Small
4 Business Education and Augmentation, and \$500,214.50 to Film and
5 Movie Program; (6) \$50,000 for Honoring Service which includes
6 Military and Veteran's Program Outreach; (7) \$500,000 for Accessible
7 Duval which includes \$200,000 to Disabled Community Support, \$200,000
8 to Grant Application Process Evolution, and \$100,000 to Community
9 Open House for Non-Profits; and (8) \$1,800,000 for Beautiful
10 Jacksonville which includes \$150,000 to CPAC Public Art Initiative,
11 \$750,000 to Direct Grants for Artists, \$250,000 to Black History
12 Destination Activation, \$500,000 to 'Cool Communities' Initiative,
13 and \$150,000 to Riverfront Parks Conservancy.

14 **Section 4. Approval and authorization to negotiate,**
15 **execute, and deliver an Amendment to the existing Agreement between**
16 **the City and University of North Florida Board of Trustees.** The
17 Mayor, or her designee, and the Corporation Secretary are hereby
18 authorized to negotiate, execute, and deliver, on behalf of the City,
19 an amendment to the Agreement between the City and University of
20 North Florida Board of Trustees, a public body corporate of the State
21 of Florida ("UNF") (the "UNF Agreement"), in accordance with the
22 Amended Terms and Scope of Services described in **Exhibit 2** attached
23 hereto and incorporated herein by this reference and such other
24 negotiated terms as deemed appropriate by the Mayor, and otherwise
25 take all action necessary to effectuate the intent of this Ordinance,
26 subject to appropriate legal review and approval by the Office of
27 General Counsel and the City's Risk Management Division for
28 appropriate insurance and indemnification requirements in accordance
29 with Section 128.601, *Ordinance Code*. In accordance with the Amended
30 Terms and Scope of Services, the amendment shall increase the
31 Agreement maximum indebtedness amount by \$100,000, for a new not to

1 exceed maximum indebtedness amount of \$208,000.

2 The Amended Terms and Scope of Services includes the additional
3 services to be performed by UNF under the UNF Agreement. The Amended
4 Terms and Scope of Services may include such additions, deletions and
5 changes as may be reasonable, necessary, and incidental for carrying
6 out the purposes thereof, as may be acceptable to the Mayor, or her
7 designee; provided, however, that such modifications shall be
8 technical only, subject to appropriate legal review and approval by
9 the Office of General Counsel and shall be undertaken consistent with
10 the intent of this Ordinance. For the purposes of this Ordinance,
11 the term "technical changes" is defined as those changes having no
12 financial impact to the City and any other non-substantive changes.

13 **Section 5. Approval and authorization to negotiate,**
14 **execute, and deliver an Agreement between the City and Cultural**
15 **Council of Greater Jacksonville, Inc. to administer Direct Grants for**
16 **Artists.** The Mayor, or her designee, and the Corporation Secretary
17 are hereby authorized to negotiate, execute, and deliver, on behalf
18 of the City, an agreement with Cultural Council of Greater
19 Jacksonville, Inc., a Florida non-profit corporation ("Cultural
20 Council") in accordance with the restrictions of the ARP Act, in an
21 amount not to exceed \$750,000, to administer Direct Grants for
22 Artists, subject to the Terms and Scope of Services described in
23 **Exhibit 3** attached hereto and incorporated herein by this reference
24 and such other negotiated terms as deemed appropriate by the Mayor,
25 and all other contracts and documents, including renewals and
26 amendments to the agreement, and otherwise take all action necessary
27 to effectuate the intent of this Ordinance, subject to appropriate
28 legal review and approval by the Office of General Counsel and the
29 City's Risk Management Division for appropriate insurance and
30 indemnification requirements in accordance with Section 128.601,
31 *Ordinance Code.*

1 The Terms and Scope of Services designate the specific services
2 to be performed by Cultural Council as a subrecipient/subcontractor
3 for the City. The Terms and Scope of Services may include such
4 additions, deletions and changes as may be reasonable, necessary and
5 incidental for carrying out the purposes thereof, as may be acceptable
6 to the Mayor, or her designee; provided, however, that such
7 modifications shall be technical only, subject to appropriate legal
8 review and approval by the Office of General Counsel, and shall be
9 undertaken in compliance with any applicable requirements of the ARP
10 Act and related laws, consistent with the intent of this Ordinance.
11 For the purposes of this Ordinance, the term "technical changes" is
12 defined as those changes having no financial impact to the City and
13 any other non-substantive changes.

14 **Section 6. Approval and authorization to negotiate,**
15 **execute, and deliver an Agreement between the City and Cultural**
16 **Council to administer the CPAC Public Art Initiative.** The Mayor, or
17 her designee, and the Corporation Secretary are hereby authorized to
18 negotiate, execute, and deliver, on behalf of the City, an Agreement
19 between the City and Cultural Council to administer the CPAC Public
20 Art Initiative (the "CPAC Public Art Agreement"), subject to the
21 Terms and Scope of Services described in **Exhibit 4** attached hereto
22 and incorporated herein by this reference and such other negotiated
23 terms as deemed appropriate by the Mayor, and all other contracts and
24 documents, including renewals and amendments to the agreement, and
25 otherwise take all action necessary to effectuate the intent of this
26 Ordinance, subject to appropriate legal review and approval by the
27 Office of General Counsel and the City's Risk Management Division for
28 appropriate insurance and indemnification requirements in accordance
29 with Section 128.601, *Ordinance Code*.

30 The Terms and Scope of Services designate the specific services
31 to be performed by Cultural Council as a subrecipient/subcontractor

1 for the City. The Terms and Scope of Services may include such
2 additions, deletions and changes as may be reasonable, necessary, and
3 incidental for carrying out the purposes thereof, as may be acceptable
4 to the Mayor, or her designee; provided, however, that such
5 modifications shall be technical only, subject to appropriate legal
6 review and approval by the Office of General Counsel and shall be
7 undertaken consistent with the intent of this Ordinance. For the
8 purposes of this Ordinance, the term "technical changes" is defined
9 as those changes having no financial impact to the City and any other
10 non-substantive changes.

11 **Section 7. Approval and authorization to negotiate,**
12 **execute, and deliver an Agreement between the City and United Way of**
13 **Northeast Florida, Inc.** The Mayor, or her designee, and the
14 Corporation Secretary are hereby authorized to negotiate, execute,
15 and deliver, on behalf of the City, an agreement with United Way of
16 Northeast Florida, Inc., a Florida non-profit corporation ("United
17 Way") in accordance with the restrictions of the ARP Act, in an amount
18 not to exceed \$200,000 to operate the 988 Crises Mental Health Call
19 Center, subject to the Terms and Scope of Services described in
20 **Exhibit 5** attached hereto and incorporated herein by this reference
21 and such other negotiated terms as deemed appropriate by the Mayor,
22 and all other contracts and documents, including renewals and
23 amendments to the agreement, and otherwise take all action necessary
24 to effectuate the intent of this Ordinance, subject to appropriate
25 legal review and approval by the Office of General Counsel and the
26 City's Risk Management Division for appropriate insurance and
27 indemnification requirements in accordance with Section 128.601,
28 *Ordinance Code.*

29 The Terms and Scope of Services designate the specific services
30 to be performed by United Way as a subrecipient/subcontractor for the
31 City. The Terms and Scope of Services may include such additions,

1 deletions and changes as may be reasonable, necessary and incidental
2 for carrying out the purposes thereof, as may be acceptable to the
3 Mayor, or her designee; provided, however, that such modifications
4 shall be technical only, subject to appropriate legal review and
5 approval by the Office of General Counsel, and shall be undertaken
6 in compliance with any applicable requirements of the ARP Act and
7 related laws, consistent with the intent of this Ordinance. For the
8 purposes of this Ordinance, the term "technical changes" is defined
9 as those changes having no financial impact to the City and any other
10 non-substantive changes.

11 **Section 8. Approval and authorization to negotiate,**
12 **execute, and deliver an Agreement between the City and Riverfront**
13 **Parks Conservancy, Inc.** The Mayor, or her designee, and the
14 Corporation Secretary are hereby authorized to negotiate, execute,
15 and deliver, on behalf of the City, an agreement with Riverfront
16 Parks Conservancy, Inc., a Florida non-profit corporation ("RPC"),
17 in an amount not to exceed \$150,000, to plan, design, and create a
18 resilient, unified riverwalk, subject to the Terms and Scope of
19 Services described in **Exhibit 6** attached hereto and incorporated
20 herein by this reference and such other negotiated terms as deemed
21 appropriate by the Mayor, and all other contracts and documents,
22 including renewals and amendments to the agreement, and otherwise
23 take all action necessary to effectuate the intent of this Ordinance,
24 subject to appropriate legal review and approval by the Office of
25 General Counsel and the City's Risk Management Division for
26 appropriate insurance and indemnification requirements in accordance
27 with Section 128.601, *Ordinance Code*.

28 The Terms and Scope of Services designate the specific services
29 to be performed by RPC as a subrecipient/subcontractor for the City.
30 The Terms and Scope of Services may include such additions, deletions
31 and changes as may be reasonable, necessary, and incidental for

1 carrying out the purposes thereof, as may be acceptable to the Mayor,
2 or her designee; provided, however, that such modifications shall be
3 technical only, subject to appropriate legal review and approval by
4 the Office of General Counsel and shall be undertaken consistent with
5 the intent of this Ordinance. For the purposes of this Ordinance,
6 the term "technical changes" is defined as those changes having no
7 financial impact to the City and any other non-substantive changes.

8 **Section 9. Approval and authorization to negotiate,**
9 **execute, and deliver an Agreement between the City and Development**
10 **Opportunity, Inc., doing business as Center for Independent Living**
11 **Jacksonville.** The Mayor, or her designee, and the Corporation
12 Secretary are hereby authorized to negotiate, execute, and deliver,
13 on behalf of the City, an agreement with Development Opportunity,
14 Inc., a Florida non-profit corporation, doing business as Center for
15 Independent Living Jacksonville ("CIL Jacksonville"), in an amount
16 not to exceed \$200,000, to assist persons with disabilities, subject
17 to the Terms and Scope of Services described in **Exhibit 7** attached
18 hereto and incorporated herein by this reference and such other
19 negotiated terms as deemed appropriate by the Mayor, and all other
20 contracts and documents, including renewals and amendments to the
21 agreement, and otherwise take all action necessary to effectuate the
22 intent of this Ordinance, subject to appropriate legal review and
23 approval by the Office of General Counsel and the City's Risk
24 Management Division for appropriate insurance and indemnification
25 requirements in accordance with Section 128.601, *Ordinance Code*.

26 The Terms and Scope of Services designate the specific services
27 to be performed by CIL Jacksonville as a subrecipient/subcontractor
28 for the City. The Terms and Scope of Services may include such
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 her designee; provided, however, that such

1 modifications shall be technical only, subject to appropriate legal
2 review and approval by the Office of General Counsel and shall be
3 undertaken consistent with the intent of this Ordinance. For the
4 purposes of this Ordinance, the term "technical changes" is defined
5 as those changes having no financial impact to the City and any other
6 non-substantive changes.

7 **Section 10. Invoking the exception to Section 126.107(g),**
8 **Ordinance Code.** The City is hereby authorized to directly procure
9 the services of Cultural Council to administer Direct Grants for
10 Artists in accordance with Section 5 above. Pursuant to Section
11 126.107(g) (Exemptions), Part 1 (General Regulations), Chapter 126
12 (Procurement Code), *Ordinance Code*, such procurement is exempted from
13 competitive solicitation because the services are to be provided by
14 those specifically prescribed within the authorizing legislation that
15 appropriates the same. Except for the foregoing, all other provisions
16 of Chapter 126, *Ordinance Code*, shall remain in full force and effect.

17 **Section 11. Invoking the exception to Section 126.107(g),**
18 **Ordinance Code.** The City is hereby authorized to directly procure
19 the services of Cultural Council to administer the CPAC Public Art
20 Initiative in accordance with Section 6 above. Pursuant to Section
21 126.107(g) (Exemptions), Part 1 (General Regulations), Chapter 126
22 (Procurement Code), *Ordinance Code*, such procurement is exempted from
23 competitive solicitation because the services are to be provided by
24 those specifically prescribed within the authorizing legislation that
25 appropriates the same. Except for the foregoing, all other provisions
26 of Chapter 126, *Ordinance Code*, shall remain in full force and effect.

27 **Section 12. Invoking the exception to Section 126.107(g),**
28 **Ordinance Code.** The City is hereby authorized to directly procure
29 the services of United Way to operate the Mental Health Call Center
30 in accordance with Section 7 above. Pursuant to Section 126.107(g)
31 (Exemptions), Part 1 (General Regulations), Chapter 126 (Procurement

1 Code), *Ordinance Code*, such procurement is exempted from competitive
2 solicitation because the services are to be provided by those
3 specifically prescribed within the authorizing legislation that
4 appropriates the same. Except for the foregoing, all other provisions
5 of Chapter 126, *Ordinance Code*, shall remain in full force and effect.

6 **Section 13. Invoking the exception to Section 126.107(g),**
7 ***Ordinance Code.*** The City is hereby authorized to directly procure
8 the services of RPC to plan, design, and create a resilient, unified
9 riverwalk in accordance with Section 8 above. Pursuant to Section
10 126.107(g) (Exemptions), Part 1 (General Regulations), Chapter 126
11 (Procurement Code), *Ordinance Code*, such procurement is exempted from
12 competitive solicitation because the services are to be provided by
13 those specifically prescribed within the authorizing legislation that
14 appropriates the same. Except for the foregoing, all other provisions
15 of Chapter 126, *Ordinance Code*, shall remain in full force and effect.

16 **Section 14. Invoking the exception to Section 126.107(g),**
17 ***Ordinance Code.*** The City is hereby authorized to directly procure
18 the services of CIL Jacksonville to assist persons with disabilities
19 in accordance with Section 9 above. Pursuant to Section 126.107(g)
20 (Exemptions), Part 1 (General Regulations), Chapter 126 (Procurement
21 Code), *Ordinance Code*, such procurement is exempted from competitive
22 solicitation because the services are to be provided by those
23 specifically prescribed within the authorizing legislation that
24 appropriates the same. Except for the foregoing, all other provisions
25 of Chapter 126, *Ordinance Code*, shall remain in full force and effect.

26 **Section 15. Waiver of Section 118.107 (Nonprofits to receive**
27 **funding through a competitive evaluated award process), Part 1**
28 **(General Provisions), Chapter 118 (City Grants), *Ordinance Code.*** The
29 provisions of Section 118.107 (Nonprofits to receive funding through
30 a competitive evaluated award process), Part 1 (General Provisions),
31 Chapter 118 (City Grants), *Ordinance Code*, are hereby waived to allow

1 for the agreement between Cultural Council and the City as authorized
2 in Section 5 above for Cultural Council to administer the Direct
3 Grants for Artists. The agreement is justified because of Cultural
4 Council's vast experience and expertise in administering the City's
5 Cultural Service Grant Program and Arts in Public Places Program
6 pursuant to Chapter 118, Part 6 of the Code, which includes
7 administering and awarding contracts to artists.

8 **Section 16. Waiver of Section 118.107 (Nonprofits to receive**
9 **funding through a competitive evaluated award process), Part 1**
10 **(General Provisions), Chapter 118 (City Grants), Ordinance Code.** The
11 provisions of Section 118.107 (Nonprofits to receive funding through
12 a competitive evaluated award process), Part 1 (General Provisions),
13 Chapter 118 (City Grants), *Ordinance Code*, are hereby waived to allow
14 for the agreement between Cultural Council and the City authorized
15 in Section 6 above for Cultural Council to administer the CPAC Public
16 Art Initiative. The agreement is justified because of Cultural
17 Council's vast experience and expertise in administering the City's
18 Cultural Service Grant Program and Arts in Public Places Program
19 pursuant to Chapter 118, Part 6 of the Code, which includes
20 administering and awarding contracts to artists.

21 **Section 17. Waiver of Section 118.107 (Nonprofits to receive**
22 **funding through a competitive evaluated award process), Part 1**
23 **(General Provisions), Chapter 118 (City Grants), Ordinance Code.** The
24 provisions of Section 118.107 (Nonprofits to receive funding through
25 a competitive evaluated award process), Part 1 (General Provisions),
26 Chapter 118 (City Grants), *Ordinance Code*, are hereby waived to allow
27 for the agreement between United Way and the City authorized in
28 Section 7 above for United Way to operate a Mental Health Call Center.
29 The agreement is justified because United Way is uniquely positioned
30 and has a proven track record of being able to provide effective
31 staffing and management of this vital community resource.

1 **Section 18. Waiver of Section 118.107 (Nonprofits to receive**
2 **funding through a competitive evaluated award process), Part 1**
3 **(General Provisions), Chapter 118 (City Grants), Ordinance Code.** The
4 provisions of Section 118.107 (Nonprofits to receive funding through
5 a competitive evaluated award process), Part 1 (General Provisions),
6 Chapter 118 (City Grants), *Ordinance Code*, are hereby waived to allow
7 for the agreement between RPC and the City authorized in Section 8
8 above for RPC to create, plan, and design a resilient, unified
9 riverwalk. The agreement is justified because RPC of RPC's experience
10 and dedication to the stewardship, activation, and ongoing
11 improvement of the connected network of riverfront parks in Downtown
12 Jacksonville.

13 **Section 19. Waiver of Section 118.107 (Nonprofits to receive**
14 **funding through a competitive evaluated award process), Part 1**
15 **(General Provisions), Chapter 118 (City Grants), Ordinance Code.** The
16 provisions of Section 118.107 (Nonprofits to receive funding through
17 a competitive evaluated award process), Part 1 (General Provisions),
18 Chapter 118 (City Grants), *Ordinance Code*, are hereby waived to allow
19 for the agreement between CIL Jacksonville and the City authorized
20 in Section 9 above for CIL Jacksonville to assist persons with
21 disabilities. The agreement is justified because of CIL
22 Jacksonville's experience and dedication to persons with disabilities
23 living in Duval County.

24 **Section 20. Amending Section 111.920 (Neighborhood**
25 **Stabilization Program Special Revenue Fund), Part 9 (Neighborhood**
26 **Development), Chapter 111 (Special Revenue and Trust Accounts),**
27 **Ordinance Code.** Section 111.920 (Neighborhood Stabilization Program
28 Special Revenue Fund), Part 9 (Neighborhood Development), Chapter 111
29 (Special Revenue and Trust Accounts), *Ordinance Code*, is hereby
30 amended as follows:

31 **CHAPTER 111. SPECIAL REVENUE AND TRUST ACCOUNTS**

1 * * *

2 **PART 9. NEIGHBORHOOD DEVELOPMENT**

3 * * *

4 **Sec. 111.920. - Neighborhood Stabilization and Homelessness Program**
5 **Special Revenue Fund.**

6 (a) There is hereby created the *Neighborhood Stabilization and*
7 *Homelessness Program Special Revenue Fund* (the "Fund"), into which
8 all gifts, donations, contributions, grants, state, federal funding,
9 and other funding ~~for the Neighborhood Stabilization Program~~
10 ~~("NSP"), as authorized by the Housing and Economic Recovery Act of~~
11 ~~2008,~~ shall be deposited. All sums placed into the Fund, which shall
12 include all program income and interest earned or accrued thereon,
13 ~~are hereby appropriated to the Neighborhoods Department for its use~~
14 ~~toward attaining the purposes of the NSP, and these appropriations~~
15 shall not lapse at the close of any fiscal year but instead shall
16 carry over to the next fiscal year. Subject to appropriation by the
17 Council, The the Director of Finance and Administration, or his or
18 her designee, is authorized and directed to make disbursements from
19 the Fund upon the written request of the ~~Director~~ Directors of the
20 Neighborhoods Department or Parks, Recreation and Community Services
21 to provide assistance with neighborhood and Citywide initiatives to
22 address homelessness and chronic homelessness, including root causes
23 such as long-term health conditions, mental illness, substance use
24 disorders, and physical disabilities ~~in the redevelopment of~~
25 ~~abandoned and foreclosed properties and to increase the availability~~
26 ~~of affordable housing for low, moderate, and middle income~~
27 ~~households. The Mayor, or his designee, is authorized to negotiate~~
28 ~~and execute, in accordance with the provisions of Chapter 126,~~
29 ~~Ordinance Code, contracts and agreements which are necessary to~~
30 ~~achieve the purposes of the NSP; provided, however, that the Director~~
31 ~~of Finance and Administration shall certify on such contracts or~~

1 ~~agreements that there are current funds available in the Fund to~~
2 ~~fund the contract or agreement, and provided further that the Office~~
3 ~~of General Counsel shall approve such contracts and agreements as~~
4 ~~to form.~~

5 **Section 21. Amending the Revised Schedule M of Kids Hope**
6 **Alliance Fiscal Year 2023-2024 Budget approved by Ordinance 2023-511-**
7 **E.** The Kids Hope Alliance fiscal year 2023-2024 budget approved by
8 Ordinance 2023-511-E is hereby amended by substituting in the place
9 of Second Revised Schedule M, the Third Revised Schedule M, attached
10 hereto as **Exhibit 8** and incorporated herein by this reference. The
11 Third Revised Schedule M reflects the additional transfers and funds
12 appropriated herein.

13 **Section 22. Amending the 2024-2028 Five-Year IT System**
14 **Development Plan approved by Ordinance 2023-507-E.** The 2024-2028
15 Five-Year IT System Development Plan approved by Ordinance 2023-507-
16 E is hereby amended by substituting in the place of Exhibit 1, the
17 Revised Exhibit 1 and additional Exhibit 2 project pages attached
18 hereto as **Exhibit 9** and incorporated herein by this reference. The
19 Revised Exhibit 1 and additional Exhibit 2 project pages reflect the
20 addition of the Wi-Fi in COJ Parks Expansion and the Grant Application
21 Process Evolution projects.

22 **Section 23. Authorizing grant guidelines, grant agreements,**
23 **and loan documents regarding the Small Business Capital Access**
24 **Program.** The Economic Development Officer is authorized and directed
25 to promulgate grant guidelines without further Council approval
26 regarding the Small Business Capital Access program funding
27 appropriated herein. The Mayor, or her designee, and the Corporation
28 Secretary are hereby authorized to execute and deliver, on behalf of
29 the City, grant agreements, and loan documents, as applicable, with
30 recipients of the Small Business Capital Access program funding
31 consistent with the Small Business Capital Access Program grant

1 guidelines authorized herein.

2 **Section 24. Carryover.** The funds appropriated in Section 2
3 of this Ordinance shall not lapse but shall carryover into fiscal
4 year 2024-2025.

5 **Section 25. Oversight Departments.** The Office of Economic
6 Development shall provide oversight for the amendment to the agreement
7 authorized in Section 4 between UNF and the City. The Social Services
8 Division, Parks, Recreation and Community Services Department shall
9 provide oversight for the agreement authorized in Section 7 between
10 the United Way and the City. The Natural and Marine Resource Division,
11 Parks, Recreation and Community Services Department shall provide
12 oversight for the agreement authorized in Section 8 between RPC and
13 the City. The Grants and Contract Compliance Division, Finance and
14 Administration Department shall provide oversight for the agreements
15 authorized in Sections 5 and 6 between Cultural Council and the City.
16 The Disabled Services Division, Parks, Recreation and Community
17 Services Department shall provide oversight for the agreement
18 authorized in Section 9 between CIL Jacksonville and the City.

19 **Section 26. Compliance with applicable American Rescue Plan**
20 **Act grant funding requirements.** All ARP Act funds appropriated and
21 expended in accordance with this Ordinance, including but not limited
22 to the agreements with Cultural Council and United Way authorized in
23 Sections shall comply with all applicable ARP Act grant requirements
24 in their respective use and expenditure of the ARP Act funds provided
25 pursuant to this Ordinance including, but not limited to, the audit
26 requirements attached hereto as **Exhibit 10**.

27 **Section 27. Codification Instructions.** The Codifier and the
28 Office of General Counsel are authorized to make all chapter, division
29 "tables of contents", and Code changes consistent with the changes
30 set forth therein. Such editorial changes and any others necessary
31 to make the Ordinance Code consistent with the intent of this

