

1 Council Member White offers the following Substitute to File No. 2023-
2 807:

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

8 AN ORDINANCE APPROPRIATING \$11,031,214.50,
9 CONSISTING OF \$2,696,000 FROM THE GENERAL FUND
10 MAYOR'S TASK FORCE CONTINGENCY ACCOUNT,
11 \$7,635,214.50 FROM THE AMERICAN RESCUE PLAN FUND
12 MAYOR'S TASK FORCE CONTINGENCY ACCOUNT, \$200,000
13 FROM THE DISABLED PARKING FINES FUND, AND
14 \$500,000 FROM THE TREE PROTECTION FUND TO FUND
15 A PORTION OF THE MAYOR'S TASK FORCE PROGRAMS AND
16 INITIATIVES AS FOLLOWS: (1) \$500,000 FOR YOUTH
17 AND FAMILIES WHICH INCLUDES \$150,000 TO
18 ACCOUNTABILITY TRACKER, \$250,000 TO CITY'S POOL
19 PLAN, AND \$100,000 TO WI-FI IN COJ PARKS
20 EXPANSION, (2) \$2,750,000 FOR PROGRAMS FOR THE
21 AMERICAN DREAM WHICH INCLUDES \$2,000,000 TO
22 DOWNPAYMENT ASSISTANCE PROGRAM AND \$750,000 TO
23 ATTAINABLE HOUSING TAP IN PROGRAM, (3) \$996,000
24 TO ADDRESS HOMELESSNESS WHICH INCLUDES A HOME
25 ROOF INITIATIVE, (4) \$2,585,000 FOR A HEALTHIER
26 JACKSONVILLE WHICH INCLUDES \$200,000 TO MENTAL
27 HEALTH CALL CENTER, \$2,185,000 TO TELEHEALTH
28 SAFETY NET CLINIC, AND \$200,000 TO COMMUNITY
29 HEALTH WORKERS, (5) \$1,950,214.50 FOR BUILDING
30 LOCAL BUSINESS WHICH INCLUDES \$350,000 TO
31 PERMITTING EVOLUTION FIRST STEP, \$1,000,0000 TO

1 SMALL BUSINESS CAPITAL ACCESS, \$100,000 TO SMALL
2 BUSINESS EDUCATION AND AUGMENTATION, AND
3 \$500,214.50 TO FILM AND MOVIE PROGRAM, (6)
4 \$50,000 FOR HONORING SERVICE WHICH INCLUDES
5 MILITARY AND VETERAN'S PROGRAM OUTREACH, (7)
6 \$400,000 FOR ACCESSIBLE DUVAL WHICH INCLUDES
7 \$200,000 TO DISABLED COMMUNITY SUPPORT AND
8 \$200,000 TO GRANT APPLICATION PROCESS EVOLUTION,
9 AND (8) \$1,800,000 FOR BEAUTIFUL JACKSONVILLE
10 WHICH INCLUDES \$150,000 TO CITIZEN PLANNING
11 ADVISORY COMMITTEE ("CPAC") PUBLIC ART
12 INITIATIVE, \$750,000 TO DIRECT GRANTS FOR
13 ARTISTS, \$250,000 TO BLACK HISTORY DESTINATION
14 ACTIVATION, \$500,000 TO 'COOL COMMUNITIES'
15 INITIATIVE, AND \$150,000 TO RIVERFRONT PARKS
16 CONSERVANCY, AS INITIATED BY REVISED B.T.
17 24-023; APPROVING, AND AUTHORIZING THE MAYOR, OR
18 HER DESIGNEE, AND THE CORPORATION SECRETARY TO
19 NEGOTIATE, EXECUTE, AND DELIVER AN AMENDMENT TO
20 THE EXISTING AGREEMENT BETWEEN THE CITY OF
21 JACKSONVILLE ("CITY") AND UNIVERSITY OF NORTH
22 FLORIDA BOARD OF TRUSTEES, A PUBLIC BODY
23 CORPORATE OF THE STATE OF FLORIDA ("UNF");
24 APROVING, AND AUTHORIZING THE MAYOR, OR HER
25 DESIGNEE, AND THE CORPORATION SECRETARY TO
26 NEGOTIATE, EXECUTE, AND DELIVER AN AGREEMENT
27 BETWEEN THE CITY AND CULTURAL COUNCIL OF GREATER
28 JACKSONVILLE, INC., A FLORIDA NON-PROFIT
29 CORPORATION ("CULTURAL COUNCIL") TO ADMINISTER
30 DIRECT GRANTS FOR ARTISTS; APROVING, AND
31 AUTHORIZING THE MAYOR, OR HER DESIGNEE, AND THE

1 CORPORATION SECRETARY TO NEGOTIATE, EXECUTE, AND
2 DELIVER AN AGREEMENT BETWEEN THE CITY AND
3 CULTURAL COUNCIL TO ADMINISTER THE CPAC PUBLIC
4 ART INITIATIVE PROGRAM; APPROVING, AND
5 AUTHORIZING THE MAYOR, OR HER DESIGNEE, AND THE
6 CORPORATION SECRETARY TO NEGOTIATE, EXECUTE, AND
7 DELIVER AN AGREEMENT BETWEEN THE CITY AND UNITED
8 WAY OF NORTHEAST FLORIDA, INC., A FLORIDA
9 NON-PROFIT CORPORATION ("UNITED WAY") TO OPERATE
10 THE 9-8-8 CRISES MENTAL HEALTH CALL CENTER;
11 APPROVING, AND AUTHORIZING THE MAYOR, OR HER
12 DESIGNEE, AND THE CORPORATION SECRETARY TO
13 NEGOTIATE, EXECUTE, AND DELIVER AN AGREEMENT
14 BETWEEN THE CITY AND RIVERFRONT PARKS
15 CONSERVANCY, INC., A FLORIDA NON-PROFIT
16 CORPORATION ("RPC"), TO PLAN, DESIGN, AND CREATE
17 A RESILIENT, UNIFIED RIVERWALK; APPROVING, AND
18 AUTHORIZING THE MAYOR, OR HER DESIGNEE, AND THE
19 CORPORATION SECRETARY TO NEGOTIATE, EXECUTE, AND
20 DELIVER AN AGREEMENT BETWEEN THE CITY AND
21 OPPORTUNITY DEVELOPMENT, INC., A FLORIDA
22 NON-PROFIT CORPORATION, DOING BUSINESS AS CENTER
23 FOR INDEPENDENT LIVING JACKSONVILLE ("CIL
24 JACKSONVILLE"), TO ASSIST PERSONS WITH
25 DISABILITIES; INVOKING THE EXCEPTION OF SECTION
26 126.107(G) (EXEMPTIONS), PART 1 (GENERAL
27 REGULATIONS), CHAPTER 126 (PROCUREMENT CODE),
28 *ORDINANCE CODE*, TO ALLOW FOR A DIRECT CONTRACT
29 WITH CULTURAL COUNCIL TO ADMINISTER DIRECT
30 GRANTS FOR ARTISTS; INVOKING THE EXCEPTION OF
31 SECTION 126.107(G) (EXEMPTIONS), PART 1 (GENERAL

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

1 PROGRAM; WAIVING SECTION 118.107 (NONPROFITS TO
2 RECEIVE FUNDING THROUGH A COMPETITIVE EVALUATED
3 AWARD PROCESS), PART 1 (GENERAL PROVISIONS),
4 CHAPTER 118 (CITY GRANTS), ORDINANCE CODE, TO
5 ALLOW A DIRECT CONTRACT WITH UNITED WAY TO
6 OPERATE THE 9-8-8 CRISES MENTAL HEALTH CALL
7 CENTER; WAIVING SECTION 118.107 (NONPROFITS TO
8 RECEIVE FUNDING THROUGH A COMPETITIVE EVALUATED
9 AWARD PROCESS), PART 1 (GENERAL PROVISIONS),
10 CHAPTER 118 (CITY GRANTS), ORDINANCE CODE, TO
11 ALLOW A DIRECT CONTRACT WITH RPC TO PLAN,
12 DESIGN, AND CREATE A RESILIENT, UNIFIED
13 RIVERWALK; WAIVING SECTION 118.107 (NONPROFITS
14 TO RECEIVE FUNDING THROUGH A COMPETITIVE
15 EVALUATED AWARD PROCESS), PART 1 (GENERAL
16 PROVISIONS), CHAPTER 118 (CITY GRANTS),
17 ORDINANCE CODE, TO ALLOW A DIRECT CONTRACT WITH
18 CIL JACKSONVILLE TO ASSIST PERSONS WITH
19 DISABILITIES; AMENDING SECTION 111.920
20 (NEIGHBORHOOD STABILIZATION PROGRAM SPECIAL
21 REVENUE FUND), PART 9 (NEIGHBORHOOD
22 DEVELOPMENT), CHAPTER 111 (SPECIAL REVENUE AND
23 TRUST ACCOUNTS), *ORDINANCE CODE*; AMENDING THE
24 2024-2028 FIVE-YEAR IT SYSTEM DEVELOPMENT PLAN
25 APPROVED BY ORDINANCE 2023-507-E TO ADD THE
26 WI-FI IN COJ PARKS EXPANSION AND THE GRANT
27 APPLICATION PROCESS EVOLUTION PROJECTS;
28 AUTHORIZING GRANT GUIDELINES, GRANT AGREEMENTS,
29 AND LOAN DOCUMENTS REGARDING THE SMALL BUSINESS
30 CAPITAL ACCESS PROGRAM; PROVIDING FOR CARRYOVER
31 OF FUNDS THROUGH SEPTEMBER 30, 2025; PROVIDING

1 FOR OVERSIGHT BY VARIOUS DEPARTMENTS; PROVIDING
2 FOR COMPLIANCE WITH APPLICABLE ARP ACT GRANT
3 FUNDING REQUIREMENTS; PROVIDING FOR
4 CODIFICATION INSTRUCTIONS; PROVIDING AN
5 EFFECTIVE DATE.
6

7 **WHEREAS**, on May 25, 2023, Mayor-Elect Deegan established seven
8 transition committees during the mayoral transition pursuant to
9 Section 20.110 of the *Ordinance Code*; and

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

15 **WHEREAS**, each Transition Committee performed the following
16 tasks regarding each focus area: researched, assessed, and gathered
17 data; met with subject matter experts including former and current
18 City employees; enlisted diverse and inclusive public participation
19 and community engagement, and developed a final Transition Committee
20 report containing, among other things, community concerns and
21 recommendations to the Mayor regarding programs and initiatives that
22 would improve the quality of life of the people of Duval County; and

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

27 **WHEREAS**, the Transition Committees received input from
28 hundreds of people in Duval County representing diverse ethnic, race,
29 political, religious, professional, socio-economic, sexual
30 orientation, and neighborhood backgrounds; and

31 **WHEREAS**, the Transition Committees provided recommendations

1 and reports to the Mayor for consideration (collectively, the "Mayoral
2 Transition Committee Reports"); and

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

9 **WHEREAS**, based on the Mayoral Transition Committee Reports and
10 the Community Conversations, the Mayor proposed funding to support
11 the Mayor's programs and initiatives in the fiscal year 2023-2024
12 annual budget; and

13 **WHEREAS**, the City Council appropriated funding for fiscal year
14 2023-2024 through the annual budget Ordinance 2023-504-E and
15 Ordinance 2023-513-E to fund the Mayor's programs and initiatives;
16 and

17 **WHEREAS**, a portion of the Mayor's programs and initiatives, as
18 described and summarized in **Revised On File** with the Legislative
19 Services Division (the "Mayor's Task Force Programs and Initiatives
20 Summary"), consists of Youth and Families, Programs for the American
21 Dream, Addressing Homelessness, A Healthier Jacksonville, Building
22 Local Business, Honoring Service, Accessible Duval, and Beautiful
23 Jacksonville (collectively, the "Mayor's Task Force Programs and
24 Initiatives"); and

25 **WHEREAS**, the Mayor believes that the Mayor's Task Force
26 Programs and Initiatives will benefit and improve the overall quality
27 of life of the people of Duval County, and the City Council desires
28 to appropriate funding to implement the Mayor's Task Force Programs
29 and Initiatives as provided herein; now therefore

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

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

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

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

7 (a) Appropriated from:

8 See attached Revised B.T. 24-023 \$11,031,214.50

9 (b) Appropriated to:

10 See attached Revised B.T. 24-023 \$11,031,214.50

11 (c) Explanation of Appropriation:

12 The funding appropriated above represents: (i) an
13 appropriation of \$7,635,214.50 from the Mayor's Task Force
14 contingency within the American Rescue Plan Act of 2021
15 (the "ARP Act") funds originally appropriated by Ordinance
16 2022-513-E from the American Rescue Plan Local Fiscal
17 Recovery Fund Contingency account and re-appropriated by
18 Ordinance 2023-513-E; (ii) an appropriation of \$2,696,000
19 from the Mayor's Task Force contingency within the General
20 Fund; (iii) an appropriation of \$200,000 from parking fines
21 within the Disabled Parking Fines fund; and (iv) an
22 appropriation of \$500,000 from the Tree Protection Fund
23 for various priorities and initiatives focused on
24 infrastructure, health, economic development, public
25 safety, constituency and community outreach, military and
26 veterans, and arts, culture and entertainment identified
27 by the Mayor's Transition Committees and focus groups.

28 **Section 3. Purpose.** The purpose of the appropriation in
29 Section 2 is to fund a portion of the Mayor's Task Force Programs and
30 Initiatives, as more particularly described in the Mayor's Task Force
31 Programs and Initiatives Summary, as follows: (1) \$500,000 for Youth

1 and Families which includes \$150,000 to Accountability Tracker,
2 \$250,000 to City's Pool Plan, and \$100,000 to Wi-Fi in COJ Parks
3 Expansion; (2) \$2,750,000 for Programs for the American Dream which
4 includes \$2,000,000 to Downpayment Assistance Program and \$750,000
5 to Attainable Housing Tap In Program; (3) \$996,000 to address
6 homelessness which includes the Home Roof Initiative; (4) \$2,585,000
7 for a Healthier Jacksonville which includes \$200,000 to Mental Health
8 Call Center, \$2,185,000 to Telehealth Safety Net Clinic, and \$200,000
9 to Community Health Workers; (5) \$1,950,214.50 for Building Local
10 Business which includes \$350,000 to Permitting Evolution First Step,
11 \$1,000,000 to Small Business Capital Access, \$100,000 to Small
12 Business Education and Augmentation, and \$500,214.50 to Film and
13 Movie Program; (6) \$50,000 for Honoring Service which includes
14 Military and Veteran's Program Outreach; (7) \$400,000 for Accessible
15 Duval which includes \$200,000 to Disabled Community Support and
16 \$200,000 to Grant Application Process Evolution; and (8) \$1,800,000
17 for Beautiful Jacksonville which includes \$150,000 to CPAC Public Art
18 Initiative, \$750,000 to Direct Grants for Artists, \$250,000 to Black
19 History Destination Activation, \$500,000 to 'Cool Communities'
20 Initiative, and \$150,000 to Riverfront Parks Conservancy.

21 **Section 4. Approval and authorization to negotiate,**
22 **execute, and deliver an Amendment to the existing Agreement between**
23 **the City and University of North Florida Board of Trustees.** The
24 Mayor, or her designee, and the Corporation Secretary are hereby
25 authorized to negotiate, execute, and deliver, on behalf of the City,
26 an amendment to the Agreement between the City and University of
27 North Florida Board of Trustees, a public body corporate of the State
28 of Florida ("UNF") (the "UNF Agreement"), in accordance with the
29 Amended Terms and Scope of Services described in **Exhibit 2** attached
30 hereto and incorporated herein by this reference and such other
31 negotiated terms as deemed appropriate by the Mayor, and otherwise

1 take all action necessary to effectuate the intent of this Ordinance,
2 subject to appropriate legal review and approval by the Office of
3 General Counsel and the City's Risk Management Division for
4 appropriate insurance and indemnification requirements in accordance
5 with Section 128.601, *Ordinance Code*. In accordance with the Amended
6 Terms and Scope of Services, the amendment shall increase the
7 Agreement maximum indebtedness amount by \$100,000, for a new not to
8 exceed maximum indebtedness amount of \$208,000.

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

20 **Section 5. Approval and authorization to negotiate,**
21 **execute, and deliver an Agreement between the City and Cultural**
22 **Council of Greater Jacksonville, Inc. to administer Direct Grants for**
23 **Artists.** The Mayor, or her designee, and the Corporation Secretary
24 are hereby authorized to negotiate, execute, and deliver, on behalf
25 of the City, an agreement with Cultural Council of Greater
26 Jacksonville, Inc., a Florida non-profit corporation ("Cultural
27 Council") in accordance with the restrictions of the ARP Act, in an
28 amount not to exceed \$750,000, to administer Direct Grants for
29 Artists, subject to the Terms and Scope of Services described in
30 **Exhibit 3** attached hereto and incorporated herein by this reference
31 and such other negotiated terms as deemed appropriate by the Mayor,

1 and all other contracts and documents, including renewals and
2 amendments to the agreement, and otherwise take all action necessary
3 to effectuate the intent of this Ordinance, subject to appropriate
4 legal review and approval by the Office of General Counsel and the
5 City's Risk Management Division for appropriate insurance and
6 indemnification requirements in accordance with Section 128.601,
7 *Ordinance Code*.

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

21 **Section 6. Approval and authorization to negotiate,**
22 **execute, and deliver an Agreement between the City and Cultural**
23 **Council to administer the CPAC Public Art Initiative.** The Mayor, or
24 her designee, and the Corporation Secretary are hereby authorized to
25 negotiate, execute, and deliver, on behalf of the City, an Agreement
26 between the City and Cultural Council to administer the CPAC Public
27 Art Initiative (the "CPAC Public Art Agreement"), in an amount not
28 to exceed \$150,000, subject to the Terms and Scope of Services
29 described in **Exhibit 4** attached hereto and incorporated herein by
30 this reference and such other negotiated terms as deemed appropriate
31 by the Mayor, and all other contracts and documents, including

1 renewals and amendments to the agreement, and otherwise take all
2 action necessary to effectuate the intent of this Ordinance, subject
3 to appropriate legal review and approval by the Office of General
4 Counsel and the City's Risk Management Division for appropriate
5 insurance and indemnification requirements in accordance with Section
6 128.601, *Ordinance Code*.

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

19 **Section 7. Approval and authorization to negotiate,**
20 **execute, and deliver an Agreement between the City and United Way of**
21 **Northeast Florida, Inc.** The Mayor, or her designee, and the
22 Corporation Secretary are hereby authorized to negotiate, execute,
23 and deliver, on behalf of the City, an agreement with United Way of
24 Northeast Florida, Inc., a Florida non-profit corporation ("United
25 Way") in accordance with the restrictions of the ARP Act, in an amount
26 not to exceed \$200,000 to operate the 9-8-8 Crises Mental Health Call
27 Center, subject to the Terms and Scope of Services described in
28 **Exhibit 5** attached hereto and incorporated herein by this reference
29 and such other negotiated terms as deemed appropriate by the Mayor,
30 and all other contracts and documents, including renewals and
31 amendments to the agreement, and otherwise take all action necessary

1 to effectuate the intent of this Ordinance, subject to appropriate
2 legal review and approval by the Office of General Counsel and the
3 City's Risk Management Division for appropriate insurance and
4 indemnification requirements in accordance with Section 128.601,
5 *Ordinance Code*.

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

19 **Section 8. Approval and authorization to negotiate,**
20 **execute, and deliver an Agreement between the City and Riverfront**
21 **Parks Conservancy, Inc.** The Mayor, or her designee, and the
22 Corporation Secretary are hereby authorized to negotiate, execute,
23 and deliver, on behalf of the City, an agreement with Riverfront
24 Parks Conservancy, Inc., a Florida non-profit corporation ("RPC"),
25 in an amount not to exceed \$150,000, to plan, design, and create a
26 resilient, unified riverwalk, subject to the Terms and Scope of
27 Services described in **Exhibit 6** attached hereto and incorporated
28 herein by this reference and such other negotiated terms as deemed
29 appropriate by the Mayor, and all other contracts and documents,
30 including renewals and amendments to the agreement, and otherwise
31 take all action necessary to effectuate the intent of this Ordinance,

1 subject to appropriate legal review and approval by the Office of
2 General Counsel and the City's Risk Management Division for
3 appropriate insurance and indemnification requirements in accordance
4 with Section 128.601, *Ordinance Code*.

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

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

1 Management Division for appropriate insurance and indemnification
2 requirements in accordance with Section 128.601, *Ordinance Code*.

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

15 **Section 10. Invoking the exemption in Section 126.107(g),**
16 **Ordinance Code.** The City is hereby authorized to directly procure
17 the services of Cultural Council to administer Direct Grants for
18 Artists in accordance with Section 5 above. Pursuant to Section
19 126.107(g) (Exemptions), Part 1 (General Regulations), Chapter 126
20 (Procurement Code), *Ordinance Code*, such procurement is exempted from
21 competitive solicitation because the services are to be provided by
22 those specifically prescribed within the authorizing legislation that
23 appropriates the same. Except for the foregoing, all other provisions
24 of Chapter 126, *Ordinance Code*, shall remain in full force and effect.

25 **Section 11. Invoking the exemption in Section 126.107(g),**
26 **Ordinance Code.** The City is hereby authorized to directly procure
27 the services of Cultural Council to administer the Community Planning
28 Advisory Committee ("CPAC") Public Art Initiative in accordance with
29 Section 6 above. Pursuant to Section 126.107(g) (Exemptions), Part
30 1 (General Regulations), Chapter 126 (Procurement Code), *Ordinance*
31 *Code*, such procurement is exempted from competitive solicitation

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

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

15 **Section 13. Invoking the exemption in Section 126.107(g),**
16 ***Ordinance Code.*** The City is hereby authorized to directly procure
17 the services of RPC to plan, design, and create a resilient, unified
18 riverwalk in accordance with Section 8 above. Pursuant to Section
19 126.107(g) (Exemptions), Part 1 (General Regulations), Chapter 126
20 (Procurement Code), *Ordinance Code*, such procurement is exempted from
21 competitive solicitation because the services are to be provided by
22 those specifically prescribed within the authorizing legislation that
23 appropriates the same. Except for the foregoing, all other provisions
24 of Chapter 126, *Ordinance Code*, shall remain in full force and effect.

25 **Section 14. Invoking the exemption in Section 126.107(g),**
26 ***Ordinance Code.*** The City is hereby authorized to directly procure
27 the services of CIL Jacksonville to assist persons with disabilities
28 in accordance with Section 9 above. Pursuant to Section 126.107(g)
29 (Exemptions), Part 1 (General Regulations), Chapter 126 (Procurement
30 Code), *Ordinance Code*, such procurement is exempted from competitive
31 solicitation because the services are to be provided by those

1 specifically prescribed within the authorizing legislation that
2 appropriates the same. Except for the foregoing, all other provisions
3 of Chapter 126, *Ordinance Code*, shall remain in full force and effect.

4 **Section 15. Waiver of Section 118.107 (Nonprofits to receive**
5 **funding through a competitive evaluated award process), Part 1**
6 **(General Provisions), Chapter 118 (City Grants), *Ordinance Code*.** The
7 provisions of Section 118.107 (Nonprofits to receive funding through
8 a competitive evaluated award process), Part 1 (General Provisions),
9 Chapter 118 (City Grants), *Ordinance Code*, are hereby waived to allow
10 for the agreement between Cultural Council and the City as authorized
11 in Section 5 above for Cultural Council to administer the Direct
12 Grants for Artists. The agreement is justified because of Cultural
13 Council's vast experience and expertise in administering the City's
14 Cultural Service Grant Program and Arts in Public Places Program
15 pursuant to Chapter 118, Part 6 of the Code, which includes
16 administering and awarding contracts to artists.

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

30 **Section 17. Waiver of Section 118.107 (Nonprofits to receive**
31 **funding through a competitive evaluated award process), Part 1**

1 **(General Provisions), Chapter 118 (City Grants), Ordinance Code.** The
2 provisions of Section 118.107 (Nonprofits to receive funding through
3 a competitive evaluated award process), Part 1 (General Provisions),
4 Chapter 118 (City Grants), *Ordinance Code*, are hereby waived to allow
5 for the agreement between United Way and the City authorized in
6 Section 7 above for United Way to operate a Mental Health Call Center.
7 The agreement is justified because United Way is uniquely positioned
8 and has a proven track record of being able to provide effective
9 staffing and management of this vital community resource.

10 **Section 18. 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 the agreement between RPC and the City authorized in Section 8
17 above for RPC to create, plan, and design a resilient, unified
18 riverwalk. The agreement is justified because RPC of RPC's experience
19 and dedication to the stewardship, activation, and ongoing
20 improvement of the connected network of riverfront parks in Downtown
21 Jacksonville.

22 **Section 19. Waiver of Section 118.107 (Nonprofits to receive**
23 **funding through a competitive evaluated award process), Part 1**
24 **(General Provisions), Chapter 118 (City Grants), Ordinance Code.** The
25 provisions of Section 118.107 (Nonprofits to receive funding through
26 a competitive evaluated award process), Part 1 (General Provisions),
27 Chapter 118 (City Grants), *Ordinance Code*, are hereby waived to allow
28 for the agreement between CIL Jacksonville and the City authorized
29 in Section 9 above for CIL Jacksonville to assist persons with
30 disabilities. The agreement is justified because of CIL
31 Jacksonville's experience and dedication to persons with disabilities

1 living in Duval County.

2 **Section 20. Amending Section 111.920 (Neighborhood**
3 **Stabilization Program Special Revenue Fund), Part 9 (Neighborhood**
4 **Development), Chapter 111 (Special Revenue and Trust Accounts),**
5 **Ordinance Code.** Section 111.920 (Neighborhood Stabilization Program
6 Special Revenue Fund), Part 9 (Neighborhood Development), Chapter 111
7 (Special Revenue and Trust Accounts), *Ordinance Code*, is hereby
8 amended as follows:

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

10 * * *

11 **PART 9. NEIGHBORHOOD DEVELOPMENT**

12 * * *

13 **Sec. 111.920. - Neighborhood Stabilization and Homelessness Program**
14 **Special Revenue Fund.**

15 (a) There is hereby created the *Neighborhood Stabilization and*
16 *Homelessness Program Special Revenue Fund* (the "Fund"), into which
17 all gifts, donations, contributions, grants, state, federal funding,
18 and other funding for the Neighborhood Stabilization Program
19 ("NSP"), as authorized by the Housing and Economic Recovery Act of
20 2008, shall be deposited. All sums placed into the Fund, which shall
21 include all program income and interest earned or accrued thereon,
22 are hereby appropriated to the Neighborhoods Department for its use
23 toward attaining the purposes of the NSP, and these appropriations
24 shall not lapse at the close of any fiscal year but instead shall
25 carry over to the next fiscal year. Subject to appropriation by the
26 Council, The the Director of Finance and Administration, or his or
27 her designee, is authorized and directed to make disbursements from
28 the Fund upon the written request of the ~~Director~~ Directors of the
29 Neighborhoods Department or Parks, Recreation and Community Services
30 Department to provide assistance with neighborhood and Citywide
31 initiatives to address homelessness and chronic homelessness,
32 including root causes such as long-term health conditions, mental

1 ~~illness, substance use disorders, and physical disabilities in the~~
2 ~~redevelopment of abandoned and foreclosed properties and to increase~~
3 ~~the availability of affordable housing for low, moderate, and middle~~
4 ~~income households. The Mayor, or his designee, is authorized to~~
5 ~~negotiate and execute, in accordance with the provisions of Chapter~~
6 ~~126, Ordinance Code, contracts and agreements which are necessary~~
7 ~~to achieve the purposes of the NSP; provided, however, that the~~
8 ~~Director of Finance and Administration shall certify on such~~
9 ~~contracts or agreements that there are current funds available in~~
10 ~~the Fund to fund the contract or agreement, and provided further~~
11 ~~that the Office of General Counsel shall approve such contracts and~~
12 ~~agreements as to form.~~

13 **Section 21. 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-E
16 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 22. 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 23. 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 24. 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 25. 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
23 herein 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 26. 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

1 legislation are approved and directed herein, and changes to the
2 Ordinance Code shall be made forthwith and when inconsistencies are
3 discovered.

4 **Section 27. 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/ Mary E. Staffopoulos

11 Office of General Counsel

12 Legislation Prepared By: Mary E. Staffopoulos

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