

1 Introduced by the Council President at the request of the Mayor and
2 substituted on the Floor of Council:

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4
5 **ORDINANCE 2023-807**

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

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

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

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

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

1 FUNDING REQUIREMENTS; PROVIDING FOR
2 CODIFICATION INSTRUCTIONS; PROVIDING AN
3 EFFECTIVE DATE.
4

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

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

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

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

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

29 **WHEREAS**, the Transition Committees provided recommendations
30 and reports to the Mayor for consideration (collectively, the "Mayoral
31 Transition Committee Reports"); and

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

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

11 **WHEREAS**, the City Council appropriated funding for fiscal year
12 2023-2024 through the annual budget Ordinance 2023-504-E and
13 Ordinance 2023-513-E to fund the Mayor's programs and initiatives;
14 and

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

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

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

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

31 **Section 2. Appropriation.** For the 2023-2024 fiscal year,

1 within the City's budget, there are hereby appropriated the indicated
2 sum(s) from the account(s) listed in subsection (a) to the account(s)
3 listed in subsection (b):

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

6 (a) Appropriated from:

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

8 (b) Appropriated to:

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

10 (c) Explanation of Appropriation:

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

27 **Section 3. Purpose.** The purpose of the appropriation in
28 Section 2 is to fund a portion of the Mayor's Task Force Programs and
29 Initiatives, as more particularly described in the Mayor's Task Force
30 Programs and Initiatives Summary, as follows: (1) \$500,000 for Youth
31 and Families which includes \$150,000 to Accountability Tracker,

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

20 **Section 4. Approval and authorization to negotiate,**
21 **execute, and deliver an Amendment to the existing Agreement between**
22 **the City and University of North Florida Board of Trustees.** The
23 Mayor, or her designee, and the Corporation Secretary are hereby
24 authorized to negotiate, execute, and deliver, on behalf of the City,
25 an amendment to the Agreement between the City and University of
26 North Florida Board of Trustees, a public body corporate of the State
27 of Florida ("UNF") (the "UNF Agreement"), in accordance with the
28 Amended Terms and Scope of Services described in **Exhibit 2** attached
29 hereto and incorporated herein by this reference and such other
30 negotiated terms as deemed appropriate by the Mayor, 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*. In accordance with the Amended
5 Terms and Scope of Services, the amendment shall increase the
6 Agreement maximum indebtedness amount by \$100,000, for a new not to
7 exceed maximum indebtedness amount of \$208,000.

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

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

1 amendments to the agreement, and otherwise take all action necessary
2 to effectuate the intent of this Ordinance, subject to appropriate
3 legal review and approval by the Office of General Counsel and the
4 City's Risk Management Division for appropriate insurance and
5 indemnification requirements in accordance with Section 128.601,
6 *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 in compliance with any applicable requirements of the ARP
16 Act and related laws, consistent with the intent of this Ordinance.
17 For the purposes of this Ordinance, the term "technical changes" is
18 defined as those changes having no financial impact to the City and
19 any other non-substantive changes.

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

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

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

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

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

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

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

1 General Counsel and the City's Risk Management Division for
2 appropriate insurance and indemnification requirements in accordance
3 with Section 128.601, *Ordinance Code*.

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

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

1 requirements in accordance with Section 128.601, *Ordinance Code*.

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

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

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

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

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

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

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

1 appropriates the same. Except for the foregoing, all other provisions
2 of Chapter 126, *Ordinance Code*, shall remain in full force and effect.

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

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

29 **Section 17. Waiver of Section 118.107 (Nonprofits to receive**
30 **funding through a competitive evaluated award process), Part 1**
31 **(General Provisions), Chapter 118 (City Grants), *Ordinance Code*.** The

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

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

21 **Section 19. 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 CIL Jacksonville and the City authorized
28 in Section 9 above for CIL Jacksonville to assist persons with
29 disabilities. The agreement is justified because of CIL
30 Jacksonville's experience and dedication to persons with disabilities
31 living in Duval County.

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

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

9 * * *

10 **PART 9. NEIGHBORHOOD DEVELOPMENT**

11 * * *

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

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

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

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

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

1 **Section 23. Carryover.** The funds appropriated in Section 2
2 of this Ordinance shall not lapse but shall carryover into fiscal
3 year 2024-2025.

4 **Section 24. Oversight Departments.** The Office of Economic
5 Development shall provide oversight for the amendment to the agreement
6 authorized in Section 4 between UNF and the City. The Social Services
7 Division, Parks, Recreation and Community Services Department shall
8 provide oversight for the agreement authorized in Section 7 between
9 the United Way and the City. The Natural and Marine Resource Division,
10 Parks, Recreation and Community Services Department shall provide
11 oversight for the agreement authorized in Section 8 between RPC and
12 the City. The Grants and Contract Compliance Division, Finance and
13 Administration Department shall provide oversight for the agreements
14 authorized in Sections 5 and 6 between Cultural Council and the City.
15 The Disabled Services Division, Parks, Recreation and Community
16 Services Department shall provide oversight for the agreement
17 authorized in Section 9 between CIL Jacksonville and the City.

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

26 **Section 26. Codification Instructions.** The Codifier and the
27 Office of General Counsel are authorized to make all chapter, division
28 "tables of contents", and Code changes consistent with the changes
29 set forth therein. Such editorial changes and any others necessary
30 to make the Ordinance Code consistent with the intent of this
31 legislation are approved and directed herein, and changes to the

1 Ordinance Code shall be made forthwith and when inconsistencies are
2 discovered.

3 **Section 27. Effective Date.** This Ordinance shall become
4 effective upon signature by the Mayor or upon becoming effective
5 without the Mayor's signature.

6

7 Form Approved:

8

9 /s/ Mary E. Staffopoulos

10 Office of General Counsel

11 Legislation Prepared By: Mary E. Staffopoulos

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