

1 Introduced by Council Member Newby & Co-Sponsored by Council  
2 Members Salem, Freeman, Pittman, Carlucci, Priestly Jackson,  
3 Boylan, DeFoor, White, Gaffney, Hazouri, and Morgan & amended by  
4 the Neighborhoods, Community Services, Public Health and Safety  
5 Committee:

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8 **ORDINANCE 2021-318-E**

9 AN ORDINANCE APPROPRIATING \$225,000 FROM THE  
10 SOCIAL JUSTICE AND COMMUNITY INVESTMENT  
11 SPECIAL COMMITTEE CONTINGENCY FOR THE QUENCH  
12 THE VIOLENCE REWORK PROGRAM; APPROVING, AND  
13 AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND  
14 CORPORATION SECRETARY TO EXECUTE AND DELIVER,  
15 AN AGREEMENT BETWEEN THE CITY OF JACKSONVILLE  
16 AND QUENCH THE VIOLENCE, INC.; INVOKING THE  
17 EXCEPTION IN SECTION 126.107(G), *ORDINANCE*  
18 *CODE*, TO ALLOW DIRECT CONTRACT WITH QUENCH THE  
19 VIOLENCE, INC. TO PROVIDE THE SERVICES FOR THE  
20 QUENCH THE VIOLENCE REWORK PROGRAM; WAIVING  
21 SECTION 110.112 (ADVANCE OF CITY FUNDS;  
22 PROHIBITION AGAINST), PART 1 (THE CITY  
23 TREASURY), CHAPTER 110 (CITY TREASURY),  
24 *ORDINANCE CODE*, TO ALLOW FOR A PARTIAL ADVANCE  
25 PAYMENT BY THE CITY; PROVIDING FOR A REVERTER  
26 PROVISION FOR LAWN EQUIPMENT; PROVIDING FOR  
27 OVERSIGHT BY THE OFFICE OF GRANTS AND CONTRACT  
28 COMPLIANCE; PROVIDING AN EFFECTIVE DATE.

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

1           **Section 1.       Appropriation.** For the 2020-2021 fiscal year,  
2 within the City's budget, there are hereby appropriated the  
3 indicated sum(s) from the account(s) listed in subsection (a) to  
4 the account(s) listed in subsection (b):

5 (The account information is attached hereto as **Exhibit 1**, and  
6 incorporated herein by this reference)

7           (a) Appropriated from:

8                       See attached **Exhibit 1**                       \$225,000

9           (b) Appropriated to:

10                      See attached **Exhibit 1**                      \$225,000

11           (c) **Explanation of Appropriation** - The funding above is being  
12 appropriated from the Social Justice and Community  
13 Investment Special Committee Contingency to be utilized  
14 by Quench the Violence, Inc. for the Quench the Violence  
15 ReWork program.

16           **Section 2.       Purpose.** The purpose of the appropriation in  
17 Section 1 is to provide funding for the Quench the Violence ReWork  
18 program as more fully described in **Revised Exhibit 2**, labeled as  
19 "Revised Exhibit 2, Rev Scope, June 14, 2021 - NCSPHS" attached  
20 hereto. The Quench the Violence ReWork program will equip  
21 unemployed, underemployed and justice involved young adults in  
22 Jacksonville who have aged out of public education (18 to 30) with  
23 the personal, psycho-social and self-awareness skills, training and  
24 credentials to excel in obtaining a sustainable career pathway as  
25 productive citizens in our community. It will provide wrap-around  
26 services for justice involved and unemployed/underemployed  
27 residents of Jacksonville, ages 18 to 30.

28           **Section 3.       Agreement approved and execution authorized.**

29 There is hereby approved, and the Mayor, or his designee, and  
30 Corporation Secretary are hereby authorized to execute and deliver,  
31 the Funding Agreement between the City of Jacksonville and Quench

1 the Violence, Inc., in substantially the form as attached hereto as  
2 **Revised Exhibit 3**, labeled as "Revised Exhibit 3, Rev Agmt, June  
3 14, 2021 - NCSPHS", and incorporated herein by this reference (the  
4 "Agreement"). The Agreement may include such additions, deletions  
5 and changes as may be reasonable, necessary and incidental for  
6 carrying out the purposes thereof, as may be acceptable to the  
7 Mayor, or his designee, with such inclusion and acceptance being  
8 evidenced by execution of the Agreement by the Mayor, or his  
9 designee; provided however, no modification to the Agreement may  
10 increase the financial obligations or liability of the City to an  
11 amount in excess of the amount stated in the Agreement or decrease  
12 the duties and obligations of Quench the Violence, Inc., and any  
13 such modification shall be technical only and shall be subject to  
14 appropriate legal review and approval by the Office of General  
15 Counsel. For the purposes of this Ordinance, the term "technical  
16 changes" is defined as those changes having no financial impact to  
17 the City and any other non-substantive changes that do not  
18 substantively increase the duties and responsibilities of the City  
19 under the provisions of the Agreement.

20 **Section 4. Invoking the exception to Section 126.107(g),**  
21 **Ordinance Code.** The City is hereby authorized to procure the use of  
22 the professional services of Quench the Violence, Inc., to provide  
23 services for the Quench the Violence ReWork program. Pursuant to  
24 Section 126.107(g) (Exemptions), Part 1 (General Regulations),  
25 Chapter 126 (Procurement Code), *Ordinance Code*, such procurement is  
26 exempted from competitive solicitation because the supplies or  
27 services are to be provided by those specifically prescribed within  
28 authorizing legislation that appropriates the same. With the  
29 exception of the foregoing, all other provisions of Chapter 126,  
30 *Ordinance Code*, shall remain in full force and effect.

31 **Section 5. Waiving Section 110.112, Ordinance Code.**

1 Section 110.112 (Advance of City funds; prohibition against), Part  
2 1 (The City Treasury), Chapter 110 (City Treasury), *Ordinance Code*,  
3 is hereby waived to allow for a partial advance payment as  
4 described in the Agreement.

5 **Section 6. Reverter.** The Funding Agreement authorized in  
6 Section 3 is conditioned upon Quench the Violence, Inc. using the  
7 said lawn equipment authorized for purchase for the purposes set  
8 forth herein and is conditioned upon Quench the Violence, Inc.  
9 agreeing to convey the lawn equipment to the City of Jacksonville  
10 in the event that the lawn equipment is not used for those purposes  
11 or in the event that Quench the Violence, Inc. elects to sell the  
12 lawn equipment within a five-year period from the effective date.

13 **Section 7. Oversight.** The Mayor is requested to appoint  
14 the Office of Grants and Contract Compliance to oversee the project  
15 in Section 2 above and to ensure compliance with all other  
16 appropriate laws.

17 **Section 8. Effective Date.** This Ordinance shall become  
18 effective upon signature by the Mayor or upon becoming effective  
19 without the Mayor's signature.

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23 Form Approved:

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25  /s/ Paige H. Johnston

26 Office of General Counsel

27 Legislation prepared by: Margaret M. Sidman

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