

1 Introduced by Council Member Freeman and Co-Sponsored by Council
2 Members Boylan and Pittman:

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5 **RESOLUTION 2023-355-A**

6 A RESOLUTION ENCOURAGING AND REQUESTING THE
7 DOWNTOWN INVESTMENT AUTHORITY ("DIA") TO EXPLORE
8 OPPORTUNITIES TO COMPETITIVELY PROCURE SERVICES
9 FOR OPERATION OF THE COURTHOUSE GARAGE, ARENA
10 GARAGE AND SPORTS COMPLEX GARAGE, OR TO PARTNER
11 WITH THE JACKSONVILLE TRANSPORTATION AUTHORITY
12 TO PROVIDE THESE SERVICES AND, IF AN ALTERNATIVE
13 IN THE BEST INTERESTS OF THE CITY IS IDENTIFIED,
14 TO TERMINATE FOR CONVENIENCE THE PARKING
15 MANAGEMENT SERVICES AGREEMENT BETWEEN THE DIA
16 AND REEF PLATFORM U.S. OPERATIONS, LLC
17 (SUCCESSOR TO LPS OF AMERICA, INC.); PROVIDING
18 AN EFFECTIVE DATE.

19
20 **WHEREAS,** the City of Jacksonville, the Jacksonville Economic
21 Development Commission ("JEDC") and Metropolitan Parking Solutions,
22 LLC ("MPS"), entered into a Redevelopment Agreement dated March 5,
23 2004, pursuant to which MPS was authorized to design, construct, own
24 and operate three parking garages in downtown Jacksonville commonly
25 known as the Courthouse Garage, the Arena Garage and the Sports
26 Complex Garage (collectively, the "MPS Garages"); and

27 **WHEREAS,** MPS entered into a Parking Management Services
28 Agreement with LPS of America, Inc. ("LPS"), on September 23, 2020,
29 effective November 1, 2020, with a term expiring December 31, 2025
30 (the "Parking Management Agreement"), pursuant to which LPS would
31 oversee operation of the MPS Garages; and

1 **WHEREAS,** the Downtown Investment Authority (“DIA”) later
2 became the successor contract manager to the JEDC under the
3 Redevelopment Agreement after the JEDC’s dissolution; and

4 **WHEREAS,** in 2020 the City and MPS engaged in litigation arising
5 from alleged breaches of contract by both parties which was
6 subsequently settled through court-ordered mediation resulting in
7 execution by the parties of a Mediation Settlement Agreement (the
8 “Settlement Agreement”); and

9 **WHEREAS,** pursuant to the Settlement Agreement, as authorized
10 by Ordinance 2022-138-E, the DIA and MPS entered into a lease
11 agreement (the “Lease”) whereby the DIA assumed responsibility for
12 maintenance and operation of the MPS Garages, and the Parking
13 Management Agreement was assigned from MPS to the DIA; and

14 **WHEREAS,** pursuant to the Lease, the DIA on behalf of the City
15 was authorized to take all action necessary and appropriate to operate
16 and maintain the MPS Garages; and

17 **WHEREAS,** the Parking Management Agreement was not
18 competitively procured by the City or the DIA and the terms and
19 conditions outlined therein were negotiated by private entities whose
20 interests may not necessarily be in line with the interests of the
21 City of Jacksonville as a local government entity; and

22 **WHEREAS,** the Council recognizes that competitive procurement
23 can be a helpful tool to foster healthy market competition and often
24 provides an opportunity to achieve the best economic value for both
25 the City and its taxpayers; and

26 **WHEREAS,** the Council believes it is in the best interests of
27 the City of Jacksonville to explore alternatives for the provision
28 of services to operate the MPS Garages, whether it be through a
29 competitively procured contract with a third party (private) entity
30 or a suitable sister agency of the City of Jacksonville consolidated
31 government; now therefore

1 **BE IT RESOLVED** by the Council of the City of Jacksonville:

2 **Section 1. Encouraging the DIA to Terminate the Parking**
3 **Management Agreement for the Purpose of Competitive Procurement.** The
4 Council hereby requests the DIA to explore various options relative
5 to the operation of the MPS Garages. One specific alternative the DIA
6 is requested to explore is competitive procurement of these services.
7 This offers an opportunity for healthy market competition with the
8 potential of achieving competitive pricing and the best economic
9 value for the City. A second alternative the DIA is requested to
10 explore is whether operation of the MPS Garages presents an
11 opportunity to partner with the Jacksonville Transportation Authority
12 to provide these services. This option may allow the City to recognize
13 a cost savings by working with a sister agency that is already charged
14 to operate and provide services with the best interests of the City
15 and its residents in mind. If an alternative presents itself that is
16 more cost-effective and/or generally in the best interests of the
17 City, the DIA is requested to exercise its option to terminate the
18 Parking Management Agreement between the DIA and REEF Platform U.S.
19 Operations, LLC (as successor to LPS of America, Inc.) for convenience
20 for the purpose of pursuing such other viable alternative(s).

21 **Section 2. Effective Date.** This Resolution shall become
22 effective upon signature by the Mayor or upon becoming effective
23 without the Mayor's signature.

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25 Form Approved:

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27 /s/ Mary E. Staffopoulos

28 Office of General Counsel

29 Legislation Prepared By: Mary E. Staffopoulos

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