

1 Introduced by Council Member Freeman:  
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4 **RESOLUTION 2023-355**

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

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

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

31 **WHEREAS,** the Downtown Investment Authority ("DIA") later

1 became the successor contract manager to the JEDC under the  
2 Redevelopment Agreement after the JEDC's dissolution; and

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

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

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

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

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

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

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

1           **Section 1.           Encouraging the DIA to Terminate the Parking**  
2 **Management Agreement for the Purpose of Competitive Procurement.** The

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

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

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24 Form Approved:

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26           /s/ Mary E. Staffopoulos          

27 Office of General Counsel

28 Legislation Prepared By: Mary E. Staffopoulos

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