

1 Introduced by the Council President at the request of the Mayor:

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4 **ORDINANCE 2023-204**

5 AN ORDINANCE APPROPRIATING \$100,000 PAID TO THE  
6 CITY OF JACKSONVILLE BY EAGLE LNG PARTNERS  
7 JACKSONVILLE LLC ("EAGLE LNG") FOR THE PROVISION  
8 OF EMERGENCY SERVICES BY THE JACKSONVILLE FIRE  
9 AND RESCUE DEPARTMENT IN AND AROUND THE EAGLE  
10 LNG LIQUEFIED NATURAL GAS EXPORT TERMINAL  
11 PROJECT SITE, AS INITIATED BY B.T. 23-068;  
12 APPROVING AND AUTHORIZING THE MAYOR, OR HIS  
13 DESIGNEE, AND THE CORPORATION SECRETARY TO  
14 EXECUTE AND DELIVER, FOR AND ON BEHALF OF THE  
15 CITY, THE MEMORANDUM OF UNDERSTANDING BETWEEN  
16 THE CITY OF JACKSONVILLE AND EAGLE LNG PARTNERS  
17 JACKSONVILLE LLC; PROVIDING FOR OVERSIGHT BY THE  
18 JACKSONVILLE FIRE AND RESCUE DEPARTMENT;  
19 PROVIDING FOR AN EFFECTIVE DATE.

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

22 **Section 1. Appropriation.** For the 2022-2023 fiscal year,  
23 within the City's budget, there is hereby appropriated the indicated  
24 sum from the account(s) listed in subsection (a) to the account(s)  
25 listed in subsection (b):

26 (B.T. 23-068, attached hereto as **Exhibit 1** and incorporated herein  
27 by this reference):

- 28 (a) Appropriated from:
- 29 See B.T. 23-068 \$100,000
- 30 (b) Appropriated to:
- 31 See B.T. 23-068 \$100,000

1 (c) Explanation of Appropriation:

2 The funding above is an appropriation of \$100,000 paid by  
3 Eagle LNG Partners Jacksonville LLC ("Eagle LNG") to the  
4 City of Jacksonville for the provision of emergency  
5 services in and around Eagle LNG's liquefied natural gas  
6 export terminal project site at the Port of Jacksonville.  
7 This initial payment of funds will be used to purchase  
8 equipment for the Jacksonville Fire and Rescue Department  
9 (JFRD) Urban Search and Rescue, Hazardous Materials, and  
10 Marine Specialty Teams.

11 **Section 2. Purpose.** The purpose of the appropriation in  
12 Section 1 is to receive revenue from Eagle LNG for the provision of  
13 emergency services by JFRD in and around Eagle LNG's liquefied natural  
14 gas export terminal project site located in the Port of Jacksonville  
15 on the St. Johns River (the "Project"). Once completely built out,  
16 the Project will occupy approximately 70.7± onshore acres and 11.1±  
17 acres of submerged lands and will produce 1,650,000 gallons of  
18 liquefied natural gas per day. Eagle LNG requires assistance from  
19 JFRD for management of emergencies that may arise, including those  
20 related to liquefied natural gas releases from containment or fires,  
21 medical emergencies, security events, or other events that may require  
22 firefighting, rescue, evacuation, or sheltering of the public. In  
23 exchange for these services, Eagle LNG has agreed to provide direct  
24 financial support in the amount of \$100,000 per calendar year to JFRD  
25 for sustainment of response personnel and equipment. No ongoing  
26 equipment maintenance or additional staffing will be required to  
27 provide these services.

28 **Section 3. Approval and Authorization to Execute.** There is  
29 hereby approved, and the Mayor, or his designee, and the Corporation  
30 Secretary are hereby authorized to execute and deliver for and on  
31 behalf of the City, the Memorandum of Understanding between the City

1 of Jacksonville and Eagle LNG Partners Jacksonville LLC, in  
2 substantially the same form attached hereto as **Exhibit 2** and  
3 incorporated herein by this reference, providing the terms and  
4 conditions relative to JFRD's provision of emergency services at the  
5 Project site (the "Agreement"). The Agreement may include such  
6 extensions, renewals, additions, deletions and changes as may be  
7 reasonable, necessary and incidental for carrying out the purposes  
8 thereof, as may be acceptable to the Mayor, or his designee, with  
9 such inclusion and acceptance being evidenced by execution of the  
10 Agreement by the Mayor or his designee; provided however, no  
11 modifications to the Agreement may increase the financial obligations  
12 or the liability of the City or decrease the duties and obligations  
13 of Eagle LNG and any such modification shall be technical only and  
14 shall be subject to appropriate legal review and approval by the  
15 Office of General Counsel. For the purposes of this Ordinance, the  
16 term "technical changes" is defined as those changes having no  
17 financial impact to the City and any other non-substantive changes  
18 that do not substantively increase the duties and responsibilities  
19 of the City under the provisions of the Agreement.

20 **Section 4. Oversight.** The Jacksonville Fire and Rescue  
21 Department shall oversee the Agreement described herein.

22 **Section 5. Effective Date.** This Ordinance shall become  
23 effective upon signature by the Mayor or upon becoming effective  
24 without the Mayor's signature.

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26 Form Approved:

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28 /s/ Mary E. Staffopoulos

29 Office of General Counsel

30 Legislation prepared by: Mary E. Staffopoulos

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