

1 Introduced by the Council President at the request of the Mayor and
2 amended by the Neighborhoods, Community Services, Public Health and
3 Safety Committee:
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6 **ORDINANCE 2023-204-E**

7 AN ORDINANCE APPROPRIATING \$100,000 PAID TO THE
8 CITY OF JACKSONVILLE BY EAGLE LNG PARTNERS
9 JACKSONVILLE LLC ("EAGLE LNG") FOR THE PROVISION
10 OF EMERGENCY SERVICES BY THE JACKSONVILLE FIRE
11 AND RESCUE DEPARTMENT IN AND AROUND THE EAGLE
12 LNG LIQUEFIED NATURAL GAS EXPORT TERMINAL
13 PROJECT SITE, AS INITIATED BY B.T. 23-068;
14 APPROVING AND AUTHORIZING THE MAYOR, OR HIS
15 DESIGNEE, AND THE CORPORATION SECRETARY TO
16 EXECUTE AND DELIVER, FOR AND ON BEHALF OF THE
17 CITY, THE MEMORANDUM OF UNDERSTANDING BETWEEN
18 THE CITY OF JACKSONVILLE AND EAGLE LNG PARTNERS
19 JACKSONVILLE LLC; PROVIDING FOR OVERSIGHT BY THE
20 JACKSONVILLE FIRE AND RESCUE DEPARTMENT;
21 PROVIDING FOR AN EFFECTIVE DATE.
22

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

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

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

30 (a) Appropriated from:

31 See B.T. 23-068

\$100,000

1 (b) Appropriated to:

2 See B.T. 23-068 \$100,000

3 (c) Explanation of Appropriation:

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

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

30 **Section 3. Approval and Authorization to Execute.** There is
31 hereby approved, and the Mayor, or his designee, and the Corporation

1 Secretary are hereby authorized to execute and deliver for and on
2 behalf of the City, the Memorandum of Understanding between the City
3 of Jacksonville and Eagle LNG Partners Jacksonville LLC, in
4 substantially the same form attached hereto as **Revised Exhibit 2**,
5 labeled as "Revised Exhibit 2, Rev MOU, April 17, 2023 - NCSPHS" and
6 incorporated herein by this reference, providing the terms and
7 conditions relative to JFRD's provision of emergency services at the
8 Project site (the "Agreement"). The Agreement may include such
9 extensions, renewals, additions, deletions and changes as may be
10 reasonable, necessary and incidental for carrying out the purposes
11 thereof, as may be acceptable to the Mayor, or his designee, with
12 such inclusion and acceptance being evidenced by execution of the
13 Agreement by the Mayor or his designee; provided however, no
14 modifications to the Agreement may increase the financial obligations
15 or the liability of the City or decrease the duties and obligations
16 of Eagle LNG and any such modification shall be technical only and
17 shall be subject to appropriate legal review and approval by the
18 Office of General Counsel. For the purposes of this Ordinance, the
19 term "technical changes" is defined as those changes having no
20 financial impact to the City and any other non-substantive changes
21 that do not substantively increase the duties and responsibilities
22 of the City under the provisions of the Agreement.

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

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

1 Form Approved:

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3 /s/ Mary E. Staffopoulos

4 Office of General Counsel

5 Legislation Prepared By: Mary E. Staffopoulos

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