RESOLUTION NO. 2019- 150

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY SCHOOL BOARD, AUTHORIZING REIMBURSEMENT TO THE SCHOOL BOARD OF SHELTERING COSTS RELATED TO HURRICANE IRMA, AND RECOGNIZING AND APPROPRIATING FEMA REIMBURSMENT TO THE COUNTY WITHIN THE FY 2019 BUDGET.

WHEREAS, the County and the School Board entered into an Interlocal Agreement dated October 10, 2006 to govern their obligations and mutual assistance during hurricanes and other natural disasters, and now desire to enter into a new Agreement; and

WHEREAS, Section 252.38(1)(d), Florida Statutes, provides that the local school board in an area affected by a declared state or local emergency shall participate in emergency management by providing facilities and necessary personnel to staff such facilities at the request of the director of the local emergency management agency; and

WHEREAS, the County has developed a Comprehensive Emergency Management Plan (CEMP) designed to serve the public in pre-emergency, emergency, and post-emergency situations; and

WHEREAS, in furtherance of the CEMP, the County and the School Board recognize the mutual benefits that will arise as the result of the School Board and its personnel working with the County during a state of emergency or other necessary events; and

WHEREAS, the CEMP provides that the opening of shelters is the responsibility of St. Johns County Emergency Management and the St. Johns County School Board; and

WHEREAS, the CEMP designates the use of certain School Board facilities and personnel for emergency shelters and related uses; and

WHEREAS, the County and the School Board wish to provide for coordination and cooperation in providing services during declared emergencies for the benefit of the public health, safety, and welfare.

WHEREAS, in furtherance of the CEMP, the County and the School Board recognize the mutual benefits that will arise as the result of the School Board and its personnel working with the County during a state of emergency or other necessary events; and

WHEREAS, under the terms of the agreement between the County and the School Board, the County will reimburse the School Board for costs associated with providing emergency shelters; and

WHEREAS, the School Board has presented the County with an invoice for costs associated with providing emergency shelters during Hurricane Irma; and

WHEREAS, County staff has determined that payment of the invoice, subject to review of the documentation provided by the School Board, is in the public interest.

WHEREAS, The County will apply for FEMA reimbursement of the payment to the School Board; and

WHEREAS, the award of FEMA funds was not anticipated during the adoption of the Fiscal Year 2019 budget and therefore needs to be recognized and appropriated in the amount of \$369,765.10.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:

- **Section 1.** The above recitals are hereby incorporated into the body of this resolution and are adopted as findings of fact.
- **Section 2.** The Board of County Commissioners approves the terms, conditions, and requirements of the Interlocal Agreement between St. Johns County and the St. Johns County School Board substantially in the same form as attached and authorizes the County Administrator, or his designee, to execute the agreement on behalf of the County.

Section 3. Recognition of Unanticipated Revenue.

The Board of County Commissioners recognizes and appropriates unanticipated revenue in the amount of \$369,765.10 into the General Fund and authorizes its expenditure by the Disaster Recovery Program.

- Section 4. The Board of County Commissioners authorizes payment of the attached invoice for Hurricane Irma to the St. Johns County School Board, subject to a review by County staff of the back-up documentation provided by the School Board, in an amount not to exceed \$369,765.10.
- Section 5. If there are typographical or administrative errors or omissions that do not change the tone, tenor, or context of this resolution, this resolution may be revised without subsequent approval of the Board of County Commissioners.
- Section 6. This resolution shall be effective upon adoption by the Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS OF LEST. JOHNS COUNTY, FLORIDA

Attest: Hunter Ş. Conrad, Clè

Deputy Clerk

Paul M. Waldron, Chair

RENDITION DATE 5/9/19

INTERLOCAL AGREEMENT BETWEEN ST. JOHN'S COUNTY AND THE ST. JOHN'S COUNTY SCHOOL BOARD

This Interlocal Agreement is entered into this _____ day of ______, 2019 between St. Johns County (the County), a political subdivision of the state of Florida, and the St. Johns County School Board (the School Board).

Recitals

WHEREAS, the County and the School Board (collectively, the Parties) entered into an Interlocal Agreement dated October 10, 2006 to govern their obligations and mutual assistance during hurricanes and other natural disasters, and now desire to enter into a new Agreement; and

WHEREAS, the County is a local emergency management agency as defined in Chapter 252, Florida Statutes; and

WHEREAS, Section 252.38(1)(d), Florida Statutes, provides that the local school board in an area affected by a declared state or local emergency shall participate in emergency management by providing facilities and necessary personnel to staff such facilities at the request of the director of the local emergency management agency; and

WHEREAS, the County has developed a Comprehensive Emergency Management Plan (CEMP) designed to serve the public in pre-emergency, emergency, and post-emergency situations; and

WHEREAS, in furtherance of the CEMP, the Parties recognize the mutual benefits that will arise as the result of the School Board and its personnel working with the County during a state of emergency or other necessary events; and

WHEREAS, the CEMP provides that the opening of shelters is the responsibility of St. Johns County Emergency Management and the St. Johns County School Board; and

WHEREAS, the CEMP designates the use of certain School Board facilities and personnel for emergency shelters and related uses; and

WHEREAS, the County and the School Board wish to provide for coordination and cooperation in providing services during declared emergencies for the benefit of the public health, safety, and welfare.

WHEREAS, in furtherance of the CEMP, the Parties recognize the mutual benefits that will arise as the result of the School Board and its personnel working with the County during a state of emergency or other necessary events; and

NOW THEREFORE, it is agreed as follows:

1. Authority.

This agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969 (Section 163.01, Florida Statutes) and the constitutional and statutory powers of the County and the School Board.

2. Duration.

This agreement shall remain in effect until it is terminated in writing by either party.

3. Effect of Recitals.

The recitals set forth above are adopted as findings of fact and incorporated into this agreement.

4. Responsibilities of the County.

The County, through its Division of Emergency Management, agrees and shall use its reasonable best efforts to:

- **A.** Provide as much advance notice as possible to the School Board for the need of School Board assistance;
- **B.** Implement, to the fullest extent possible, the CEMP, which states that St. Johns County shall continue programs to allocate responsibility and costs for supporting the use of schools as emergency shelters;
- C. In cooperation with the School Board, identify and designate suitable school facilities to serve as emergency public shelters during hurricanes and other natural disasters;
- D. Designate St. Johns County Division of Emergency Management as the single point of contact with the School Board in matters relating to the designation and use of school facilities for any emergency purposes under this Agreement, regardless of the requesting agency;
- E. Manage approval, with concurrence and approval of the School Board, of all requests, regardless of requesting agency, for use of school facilities for any emergency purposes under this Agreement;
- F. In cooperation with the School Board, identify and designate suitable areas within facilities to serve as "pet friendly" during hurricanes and other natural disasters;
- G. Identify emergency transportation priorities in cooperation with the School Board;
- **H.** Determine and coordinate with the School Board and its food service staff, the provision of food at activated shelters;
- I. Provide shelter management training to School Board employees for the operation of emergency shelters;
- J. Provide Animal Control Division personnel and equipment to manage, operate, maintain, and thoroughly clean the pet shelters as necessary when used;
- K. Exercise reasonable care in the conduct of its activities in emergency shelter facilities;
- L. Provide law enforcement, EMS, and Amateur Radio Emergency Service personnel to emergency shelters upon request of the School Board as provided in the CEMP;

- M. Provide trained mental health care professionals (including trained volunteers) to emergency shelters upon request of the shelter manager as provided in the CEMP;
- N. Supplement School Board supplies with potable water, shelf stable food, and cots for special/functional needs, and provide transportation of such goods;
- O. Provide for clean-up and restoration of the emergency shelter facilities after the facilities are closed; and
- P. Provide space at the Emergency Operations Center (EOC) for School Board representatives and any necessary support staff.

5. Responsibilities of the School Board.

The School Board agrees and shall use its reasonable best efforts to:

- A. Provide all reasonably necessary and requested assistance, including, but not limited to, use of School Board facilities identified in the CEMP, equipment, materials, and personnel to serve as shelter managers and workers, maintenance and food service to the County, in numbers reasonably agreed to by the parties when the County declares a state of local emergency, as authorized by Section 252.38, Florida Statutes;
- **B.** Provide shelter management of the facilities in use as emergency shelters for the purposes of emergency management;
- C. Permit, to the extent of its ability and upon request of the County, the use of two physical facilities by the County for the purpose of emergency pet sheltering;
- Provide a liaison for Mass Care and Transportation (ESF 1 and 6) in the Emergency Operations Center when the EOC is activated and throughout the time shelters are open in order to support shelter and transportation operations;
- E. Permit, to the extent of its ability and upon request of the County, the use of up to two physical facilities by the County for the purpose of special medical needs sheltering;
- **F.** If requested by the County, provide buses and operators, in numbers reasonably agreed to by the parties, to transport citizens to and from evacuation shelters;
- G. Support shelter training activities in furtherance of the purposes of this Agreement;
- H. Provide all assistance to the County required by Section 252.38(1)(d), Florida Statutes, including participation in emergency management by providing facilities and necessary personnel to staff such facilities;
- I. Provide transportation assistance in an emergency evacuation and coordinate the use of its vehicles and personnel with the County's Emergency Management division;
- J. Provide requested assistance to the County in the event emergencies arise that do not require a "state of local emergency" to be declared by the County. Provided however, if the School Board will be required to incur more than \$10,000 in

- expenses in rendering such assistance, the parties shall negotiate an equitable arrangement for sharing such cost;
- K. Be the sole authority to declare the closing and opening of the public schools, to approve or make all oral and written communications regarding the opening of and closing of public schools, to have final approval on the use and assignment of paid school district personnel to assist in managing activated shelters, and to have final approval on the use of school buses as emergency transportation resources;
- L. Maintain County-purchased equipment provided to the School Board pursuant to this Agreement and assigned to School Board facilities in good repair and serviceable condition in accordance with manufacturer's recommendations or other accepted standards;
- M. Assist the County with the coordination of bus resources in order to meet emergency transportation needs; and
- N. Return to the County any equipment and unused disaster commodities provided to the facilities by the County after the facilities are closed.

6. State of Local Emergency.

In the event a state of local emergency is declared by the County:

- A. The St. Johns County Director of Emergency Management shall notify the School Board of the declaration of a state of local emergency.
- **B.** The School Board shall, in a manner consistent with the CEMP, render assistance to the County.
- C. The St. Johns County Director of Emergency Management shall coordinate the activities and services included in the CEMP, pursuant to Section 252.38, Florida Statutes.
- D. No school emergency shelter will be opened prior to School District Staff and Law Enforcement or school safety officer being present in the shelter.
- E. The School Board reserves the right to open other shelters at other schools, not to interfere with any mutually agreed upon shelters listed on the official designated shelter list, at any time for its employees or other necessary personnel. Other shelters opened by the School Board shall be operated at the sole expense of the School Board and will not be considered as a reimbursable shelter expense to the County.
- F. In order to support shelter and transportation operations, the School Board shall provide two liaisons in the emergency operations center during the time shelters in schools are open and transportation plan are in operation.

7. School Board Employees.

All School Board employees providing services pursuant to this Agreement shall be considered employees of the School Board for the purpose of maintaining medical and worker's

compensation insurance. School Board employees shall not be considered agents or employees of the County for the purposes of this Agreement.

8. Reimbursement of Expenses.

- A. The County agrees to reimburse the School Board for actual costs incurred by the School Board for compensation and benefits paid to School Board employees while assisting the County with respect to shelter operations, EOC operations and transportation during a national emergency or disaster declared pursuant to the Stafford Act or a state or local emergency declared pursuant to Section 252.38, Florida Statutes. Reimbursable benefits shall include mandatory benefits (including, but not limited to, social security, Medicare, unemployment, workers compensation, retirement, health benefits, life insurance, and uniforms). Reimbursement shall be made in a lump sum amount and shall be conditioned upon the School Board providing the County with supporting documentation, including employee name, job title, status (exempt, non-exempt, bargaining unit), whether the employee is full-time or part-time, hourly rate, benefit rate breakdown, regular and overtime hours, copies of time sheets, and description of work performed. The School Board agrees to provide the County with any other available documentation necessary to enable the County to be reimbursed from other sources.
- B. The County agrees to reimburse the School Board for actual costs to the School Board for all supplies, food, materials, rental of equipment, contracted services, and equipment hourly usage utilized for the operation of a shelter while assisting the County during a national emergency or disaster declared pursuant to the Stafford Act or a state or local emergency declared pursuant to Section 252.38, Florida Statutes. Reimbursement shall be made in a lump sum amount and shall be conditioned upon the School Board providing the County with itemized records of said costs, including copies of invoices, credit card statements, rental agreements, and executed contracts. The School Board agrees to provide the County with all available documentation necessary to enable the County to be reimbursed from other sources.
- C. The County agrees to reimburse the School Board for actual costs to the School Board for transportation costs including buses utilized for the operation of transporting people to and from a shelter during a state of local emergency declared to Section 252.38, Florida Statutes. The School Board shall provide the County with itemized records of said costs, including operator time sheets, copies of bus logs, hourly rates, and any other available documentation necessary to enable the County to seek reimbursement from other sources.
- D. The County agrees to reimburse the School Board for actual costs to the School Board for repair or replacement of property owned by the School Board that is lost or damaged as a result of the use of the school facility as an emergency shelter unless such loss or damage is caused by School Board employees or is caused by the actual disaster (such as hurricane-related property damage). The School Board shall promptly notify the County of any such loss or damage and shall provide a written description of the damage, photographs, estimated costs, insurance adjustments received, and any other documentation necessary to enable the County to be reimbursed from other sources.

- E. Expenses incurred by the School Board in the course of training exercises, including hourly wages and employee benefits, shall be the responsibility of the School Board.
- F. Prior to the County's reimbursement of the School Board's costs under this Agreement, the School Board shall submit a request for reimbursement accompanied by any necessary supporting documentation. Upon receipt and review of the request for payment and documentation, the County shall process the payment in accordance with the requirements of the Local Government Prompt Payment Act.
- G. If the County objects to all or part of any request for reimbursement, or if the County requires additional information with respect to any part of a request for reimbursement, it shall submit its objection or request for additional information to the School Board in writing as soon as reasonably practicable. If a protest of an invoice or an item on an invoice is submitted by the County, the time for payment shall be extended by the time necessary for the parties to resolve the protest.
- H. The School Board acknowledges that the County's obligations under this Agreement are contingent upon the appropriation of sufficient funds for that purpose by the Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payments made under this Agreement shall not exceed the amount appropriated in the County's budget for such purpose. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given fiscal year.

9. Planning and Implementation

The School Board and County agree to meet and confer regarding the preparation of emergency operations plans and procedures prior to June 1 of each year as necessary. The CEMP will be the primary planning document related to shelter operations and will contain details to include special needs shelter operations, general population and pet shelter operations and feeding plans.

The Parties agree to:

- A. Designate representatives who shall coordinate the activities and services included in emergency operations;
- **B.** Identify the duties and responsibilities of the appropriate employees and agencies that are needed for emergency operations planning and implementation purposes;
- C. Develop appropriate shelter management operations procedures;
- **D.** Develop food service activity plans and procedures; and
- E. Prepare and finalize a list of public schools designated as approved emergency public shelters, including reviewing special needs and animal sheltering plans.

10. Insurance.

The parties warrant that they are self-insured and agree to maintain general liability insurance as required by law. The parties further agree to provide each other with a copy of said insurance certificates. It is expressly understood that the limitations of liability set forth in Section 768.28, Florida Statutes, are applicable to both parties and that neither party assumes any liability by virtue of this agreement beyond that which is allowed by said statute. Nothing in this agreement shall be construed as: i) a waiver of any right, defense, or immunity that either party has under any statute, ii) an agreement by either party to indemnify the other, or iii) consent by either party to be sued by third parties.

11. Notice.

Any notice sent pursuant to this agreement shall be sufficient if sent by regular U.S. Mail to the following addresses:

A. St. Johns County: County Administrator

500 San Sebastian View St. Augustine, FL 32084

With a copy to: Office of the County Attorney

500 San Sebastian View St. Augustine, FL 32084

B. School Board: St. Johns County School District Superintendent

40 Orange Street

St. Augustine, FL 32084

With a copy to: St. Johns County School Board Attorney

Upchurch Bailey and Upchurch

P.O. Drawer 3007 St. Augustine, FL 32085

12. Amendment.

Any amendment to this Agreement or its exhibits shall be in writing and shall not be effective until executed by both parties.

13. Assignment.

In light of the scope and rationale for this Agreement, neither party may assign, transfer, or sell any of the rights set forth in this Agreement, or associated with this Agreement, without the express written consent of the other party. Should either party assign, transfer, or sell any of the rights set forth in this Agreement without such written consent, such action shall result in the automatic termination of this Agreement without further notice or action required on the party of the other party.

14. Termination.

A. This Agreement may be terminated without cause upon either the County or the School Board providing at least 90 days advance written notice to the other party. The notice shall

indicate the County's or the School Board's intent to terminate this Agreement no sooner than 90 days from the date of the notification. Termination shall not relieve the County of responsibility to reimburse the School Board for expenses incurred pursuant to this Agreement prior to termination.

- **B.** This Agreement may be terminated with cause upon either the County or the School Board providing at least 30 days advance written notice to the other party. The notice shall include the exact cause for termination and the effective date of termination unless, prior to the termination date, the party seeking termination for cause provides an opportunity to cure or correct the condition as specifically described in the notice.
- C. Notwithstanding any other provision of this Agreement, no termination of this Agreement shall be effective during hurricane season.

15. Relationship of the Parties.

The parties acknowledge that their relationship under this Agreement is that of independent contractors. No employee of either party shall be deemed an employee of the other party. Nothing in this Agreement shall be construed to create an agency relationship, partnership, association, or joint venture between the parties.

16. No Third Party Beneficiaries.

This Agreement is entered into solely for the benefit of the County and the School Board and not for the benefit of any third party. This Agreement shall not be deemed to confer any rights, express or implied, upon any third party.

17. Public Records.

The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

18. Governing Law and Venue.

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative or legal action arising under the Agreement shall be in St. Johns County, Florida.

19. Compliance with Local, State, and Federal Laws.

Both the County and the School Board, in performing under this Agreement, shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies, of the local, state, and federal governments, including, but not limited to, the Stafford Disaster Relief and Emergency Act, 2 C.F.R. 200, Title 44 of the Code of Federal Regulations, and the applicable FEMA Public Assistance Program and Policy Guide.

20. Severability.

If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional, or

invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force and effect.

21. Dispute Resolution.

Prior to the initiation of legal action by either the County or the School Board to enforce the provisions of this Agreement, the County Administrator and Superintendent, or their respective designees, shall first confer in an attempt to negotiate a mutually satisfactory resolution.

22. Non-Waiver.

The failure of either the County or the School Board to insist upon strict performance of any term, condition, provision, or requirement of this Agreement, shall not be construed as a waiver of such term, condition, provision, or requirement on any subsequent occasion.

23. Headings.

All sections and descriptive headings of sections noted in this Agreement are inserted only for the convenience of the parties hereto and shall not affect or control interpretation of this Agreement.

24. Authority to Execute.

Each of the parties covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

25. Execution in Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

26. Effective Date.

This agreement shall become effective upon filing a copy executed by both parties with the Clerk of the Circuit Court of St. Johns County.

27. Prior Interlocal Agreement.

This agreement terminates and supersedes the Interlocal Agreement between the parties dated October 10, 2006.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURES ON FOLLOWING PAGE]

forth above.	' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' '		
ATTEST: Hunter S. Conrad, Clerk	BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA		
By: Deputy Clerk	By:County Administrator		
ST. JOHNS COUNTY SCHOOL BOARD			
By:			



40 Orange Street St. Augustine, Florida 32084 (904) 547-7500 www.stjohns.k12.fl.us

SCHOOL BOARD

Beverly Slough District 1

Tommy Allen District 2

> Bill Mignon District 3

Kelly Barrera District 4

Patrick Canan District 5 TO:

Michael Wanchick, County Administrator

St. Johns County

FROM:

Cathy Mittelstadt, Deputy Superintendent for Operation

St. Johns County School District

SUBJECT:

Request for Reimbursement for Hurricane Irma Category B

Sheltering & Evacuation Expenses

DATE:

March 4, 2019/ Revised April 12, 2019

Please schedule the attached invoice for payment, as prepared by the Operations Department within the St. Johns County School District. Verification and backup documentation can be found in the FEMA Grants Portal.

Vendor

<u>Amount</u>

St. Johns County School District

\$369,765.10

vld/Attachment

St. Johns County School District

INVOICE

Operations Department 40 Orange Street St. Augustine, FL 32084 Phone (904) 547-7500



DATE:

February 27, 2019

INVOICE # 2019-0001 Reviseds April 12,2009

FOR:

Hurricane Irma

Category B Sheltering

& Evacuation Costs

BILL TO:

Attn: Michael Wanchick, County Administrator

St. Johns County 500 San Sebastian View St. Augustine, FL 32084

DESCRIPTION	QTY	RATE	AMOUNT
Sheltering - Force Account Labor	6306.0	Hours	\$ 293,691.94
Sheltering - Force Account Equipment (Trucks)	172.0	Hours	3,166.83
Sheltering - Force Account Equipment (Generators)	247.0	Hours	1,1,207.50
Sheltering - Force Account Materials (Shelter Food)			7,415.63
Evacuation - Force Account Labor	1198.5	Hours	37,524.25
Evacuation - Force Account Equipment (Buses)	437.0	Hours	16,758.95
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·	I · · ·	SUBTOTAL	\$ 369,765.10
	Total due upon receipt.	TOTAL	\$ 369,765.10

Make check payable to St. Johns County School District

Remit to:

St. Johns County School District **Operations Department 40 Orange Street** St. Augustine, FL 32084

Attn: Cathy Mittelstadt, Deputy Superintendet for Operations

The St. Johns County School District engaged in the following emergency protective measures directing related to emergency sheltering and evacuation to emergency shelters as a direct result of Hurricane Irma during the period of Sept 4th through October 3rd (100 % federal costshare timeframe) at the request of St. Johns County which is being claimed through the County as mutual aid.

- Utilizing 169 employees and 3 vehicles, opened and operating shelters in coordination with St. Johns County EOC and provided food for at a height 1,181 evacuees at 6 emergency shelters at the following schools: Bartram Trail High School (General Population), Mills Creek Elementary School (Motorist & General Population), Pedro Mendez High School (General Population), Pacetti Bay Middle School (Special Needs), South Woods Elementary School (Pet Friendly), and Timberlin Creek Elementary School (Pet Friendly).
- Utilized 30 School buses and 75 employees to take evacuees to emergency shelters, responding to approximately 201 evacuation requests including 47 for special needs and 15 with pet sheltering, and 3 other vehicles to assist in evacuation and sheltering operations.
- Utilized 9 generators as a result of power loss at 5 schools, to ensure power for emergency shelters and the South wood Elementary water and sewer plants.

Shelter labor RT - 3,859.25 hours = \$179,668.26

Shelter labor OT - 2,446.75 hours = \$114,023.68

• Shelter labor Subtotal - 6,306.00 hours = \$293,691.94

Shelter Equipment (trucks) - 172 hours = \$3,166.83

Shelter Equipment (generators) - 247 hours = \$11,207.50

• Shelter Equipment Subtotal – 419 hours = \$14,374.33

Shelter Materials (Food) = \$7,415.63

Shelter Subtotal = \$315,481.89

Evacuation RT - 145 hours = \$6,718.68

Evacuation OT - 1,053.50 hours = \$30,805.57

Evacuation labor subtotal = 1,198.50 hours = \$37,524.25

Evacuation Equipment (Buses) - 437 hours = \$16,758.95

Evacuation Subtotal = \$54,691.10

Labor Subtotal - 7,504.5 hours = \$331,216.19

Equipment Subtotal - 856 hours = \$31,133.28

Materials Subtotal = \$7,415.63

Project Grand Total (Mutual Aid/Contract Cost) = \$369,765.10

- These costs that the St. Johns County School district (a separate applicant) incurred for
 operating emergency shelters at school facilities and performing evacuations to
 emergency shelters in conjunction with the St. Johns County, are being claimed through
 St. Johns County per the direction of the recipient (the State of Florida) in concurrence
 with FEMA, as per State law.
- These claimed costs were invoiced by St. Johns County School District under a
 Memorandum of Understanding (which was not in effect during the incident, but was
 created as a result of the direction given by the recipient to the sub-recipient regarding
 sheltering costs) to the county.
- Straight time listed in the school district provided spreadsheet is unbudgeted costs
 associated with paying exempt employees reassigned to support critical evacuation and
 sheltering operations, this unscheduled work time must be made up at the end of the
 school year. Exempt employees were required to work 40 hours associated with the
 incident before being paid time and a half. (See attached Pay policy and makeup day
 memo).
- NOTE TO CRC: the above paragraph was relevant when the labor cost were being claimed through the school district and is currently waiting a determination in the other category B project for non-sheltering and evacuation costs the School District is claiming by themselves as a separate applicant.
 However since this is mutual aid through an MOU and "The Providing Entity's straight-time and overtime labor are eligible, including fringe benefits. When the Requesting Entity is a State, Territorial, Tribal, or local government and the Providing Entity is another division within the same State, Territorial, Tribal, or local government, straight-time for budgeted employees of the Providing Entity is not eligible." PAPPG V3.1 2018 Page 34 (PDF page 45). The school district is not a subdivision of the county, school districts are considered subdivision of the state not the county, despite primarily being based upon county boundaries, in the State of Florida. Thus it should not be relevant whether the "overtime paid as straight" for exempt employees claimed is or is not actually considered straight time or overtime for this project.