

This Memorandum of Understanding (MOU) is entered into this ___ day of _____, 2020, by and between the Indian River County Fair Association, Inc., a Florida not-for-profit corporation, Vero Beach Firefighters Association, Inc., a Florida not-for-profit corporation, Indian River County Firefighters/Paramedics Association, Local 2201, I.A.F.F. and the Indian River County Emergency Services District.

Whereas, the Indian River County Fair Association, Inc. and Vero Beach Firefighters Association, Inc. entered into the Agreement for Use of Indian River County Fairgrounds with Indian River County, dated September 17, 2019, to operate the County Fair at the Indian River County Fairgrounds in accordance with Chapter 616, Florida Statutes, in calendar years 2020, 2021 and 2022; and

Whereas, under the Collective Bargaining Agreement between Indian River County Firefighters/Paramedics Association, Local 2201, I.A.F.F. and Indian River County Emergency Services District, in place from October 1, 2016 through September 30, 2019 (Collective Bargaining Agreement), as part of staffing the fair, the Firefighter Fair Chairman was permitted to assign up to seventy (70) full or partial standby arrangements, subject to certain limitations; and

Whereas, since the Indian River County Fair Association, Inc. and Vero Beach Firefighters Association, Inc. are not parties to the Collective Bargaining Agreement, all of the parties to this MOU desire to enter into this MOU to memorialize the amount of standbys that can be assigned by the Firefighter Fair Chairman; and

Whereas, during the period of the Collective Bargaining Agreement, the Firefighter Fair Chairman did not need seventy standby arrangements;

Now therefore, the Parties agree as follows:

Section 1. Number of Standbys: The Firefighter Fair Chairman may request up to fifty full or partial standby arrangements. The fifty standby arrangements are the maximum allowed per fiscal year, and any unused standby arrangements shall not be rolled over to the following fiscal year.

Section 2. Conditions of Standby Arrangements: The exchanging employees shall both be of equal classification (example; LT. for Lt.), an employee of equal classification who has equal or higher qualifications (example; Lt working as an Engineer), or those that are cleared for in a ride out of grade status (example; ROG Lt. working for Lt.), shall be permitted to work the standby arrangement. The Director/Fire Chief or his designee has the option to deny any standby if there is an issue in maintaining the operational readiness and response posture of the Fire Department.

Section 3. Cost to the County: These standby arrangements are between the Indian River Fair Association and the standby employee. The County will not incur any cost for the coverage needed to fulfill these standby arrangements.

INDIAN RIVER COUNTY FAIR ASSOCIATION

By: _____

Print name: _____

Title: _____

VERO BEACH FIREFIGHTERS ASSOCIATION, INC.

By: _____

Print name: _____

Title: _____

INDIAN RIVER COUNTY EMERGENCY SERVICES DISTRICT

By: _____

Susan Adams, Chairman

Date: _____

Jason E. Brown, County Administrator

Dylan Reingold, County Attorney

Attest:

Jeffrey R. Smith, Clerk of Court and Comptroller

By: _____

Deputy Clerk

INDIAN RIVER COUNTY FIREFIGHTERS/PARAMEDICS ASSOCIATION,
LOCAL 2201, IAFF

By: _____

John O'Connor, Union President