

**RESOLUTION NO. 10-01-07**

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A GRANT AGREEMENT WITH THE FIREMAN'S FUND INSURANCE COMPANY AND ALLIANZ LIFE INSURANCE COMPANY FOR THERMAL IMAGING CAMERAS; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL STEPS NECESSARY TO FINALIZE AND IMPLEMENT THE TERMS AND CONDITIONS OF THE GRANT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT AGREEMENT; APPROVING A BUDGET AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Islamorada, Village of Islands (the "Village") has applied for grant funds through the Heritage Program by Fireman's Fund Insurance Company and Allianz Life Insurance Company ("the Grant") for thermal imaging cameras and the Fireman's Fund Insurance Company has approved the Grant; and

**WHEREAS**, the Village is not required to match the Grant funds to be utilized by the Village to purchase cameras for its firefighters, according to the terms of the Grant Agreement (the "Grant Agreement") attached hereto as Exhibit "A"; and

**WHEREAS**, the Village Council finds that approval of a budget amendment to provide the funds of \$10,000 is in the best interests of the Village; and

**WHEREAS**, the Village Council desires to approve the purchase of thermal imaging cameras and approve the Grant Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing Recitals are true and correct and are incorporated herein by this reference.

**Section 2. Approval of Grant Agreement.** The Grant Agreement attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved. This approval includes approval of staff participation in an award ceremony for receipt of the funds, use of photographs of the award ceremony in the media, and designation of the grantor's name on the camera equipment.

**Section 3. Authorization of Village Officials.** The Village Manager and Village Attorney are authorized to take all steps necessary to finalize and implement the terms and conditions of the Grant Agreement.

**Section 4. Execution of Documents.** The Village Manager is authorized to execute the Grant Agreement attached as Exhibit "A" and the Fire Chief is authorized to execute the Publicity Release Form attached as Exhibit "A-1."

**Section 5. Approval of Budget Amendment.** The Village Council approves a budget amendment to increase the FY 09-10 General Fund grant revenues by \$10,000.00 and increase the Fire/EMS FY 09-10 General Fund operating budget by \$10,000.00, resulting in no change to the projected year end FY 09-10 General Fund fund balance.

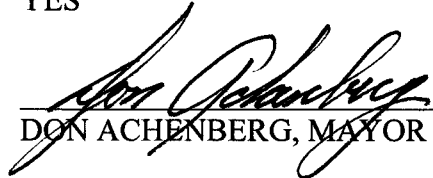
**Section 6. Effective Date.** This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 28<sup>th</sup> day of January, 2010.

Motion to adopt by Vice Mayor Reckwerdt; seconded by Councilwoman Zima Borski.

FINAL VOTE AT ADOPTION

Mayor Don Achenberg	YES
Vice Mayor Michael Reckwerdt	YES
Councilman Dave Boerner	YES
Councilwoman Jill Zima Borski	YES
Councilwoman Deb Gillis	YES

  
DON ACHENBERG, MAYOR

ATTEST:

  
VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY FOR THE  
USE AND BENEFIT OF ISLAMORADA, VILLAGE OF ISLANDS:

  
VILLAGE ATTORNEY



**The Heritage Program<sup>SM</sup> by Fireman's Fund and Allianz  
Grant Compliance Agreement**

***This agreement is made and entered into by and between the***

\_\_\_\_\_ (Department/District) ("the  
Department") located at (street address)

and Fireman's Fund Insurance Company ("Fireman's Fund") of Novato, CA, Allianz Life Insurance Company of North America ("Allianz") of Minneapolis, and their respective subsidiaries (collectively referred to as the "Company"). Both companies provide grants to fire departments and fire and burn prevention programs at non-profit organizations through their Heritage Program.

Whereas, it is intended that the Department will utilize a grant award or donation received from Company for the specific purpose outlined in the Department's grant application and/or approved by Company. Company reserves the right to communicate with and visit the Department on an ongoing basis to ensure that the funding is utilized for the express purpose intended. The Department is required to apply a grant or donation from Company within 90 days of receipt of funds or obtain an extension from Company. Additionally, the Department must supply Company with a copy of the paid invoice within 30 days of purchases utilizing funding from the Heritage Program. Invoice copies should be sent to:

Brad Kramper  
Fireman's Fund Insurance Company  
One Progress Point Parkway  
O'Fallon, MO 63368  
Telephone: (314) 817-2861  
Fax: (888) 344-2896

The Department must notify Company within 60 days of receipt of funds if it decides to purchase a different quantity of items than what was awarded by Company, or if it chooses to apply funds differently than originally intended or approved by Company. Unused funds must be returned to Company.

If the Department plans to use funds for any purpose other than originally outlined and approved by Company, the Department must first obtain approval from Company. In the event that the grant funding is not utilized for the purpose(s) approved by Company and/or outlined in the original grant application and Company is not notified of any changes to the original request, Company reserves the right to revoke the grant funding or donation, request the return of the full grant/donation amount, and eliminate the Department from consideration for future funding through the Heritage Program

It is the intention of Company to promote the grant and Company will work with the Department on promotional efforts to ensure that they are mutually beneficial. If the Department is awarded a grant or donation, Company expects the Department to participate in a check presentation ceremony that is scheduled mutually, but held within three months after the check is received and/or when the equipment arrives. Company reserves the right to film and/or photograph the award presentation and publicize the request and award in all internal and external marketing and communications activities related to the Company Heritage program. Company will provide stickers to the Department which indicate that the equipment was purchased with a grant from Company and the stickers are to be placed on the equipment purchased with funds granted by Company, as well as an electronic logo for printed materials. For large donations such as fire safety houses, Company has the right to assist the Department with design and

signage on the equipment and may provide additional funding for this purpose. Company invites your department to contact us to discuss any additional marketing or public relations assistance we can provide on your behalf.

Finally, as a way to demonstrate the overall impact of this grant program, Company asks that the Department provide documentation demonstrating the effect the funding has had on operations. This can be documented via E-mail, letter, photos, video, or however the department sees fit. We request that this impact be documented and shared with Company within six months of the receipt of the grant or donation or as special calls occur and the grant funds helped make a difference.

**By signing this agreement, Department agrees to carry out the aforementioned activities as planned.**

Agreed to and Accepted:

Department:

VILLAGE MANAGER

By:

(X) 

Date:

2/1/10

Print Name and Title:

Kenneth Fields, VILLAGE MANAGER

Dept. Tax/Fed ID #:

Make Grant Checks  
Payable to:

Send Check to:  
(No PO Boxes)

If check is being mailed directly to a vendor:

Vendor Name:

Contact Name:

Tax ID Number:

Street Address (NO  
PO Boxes) for check  
to be sent:

**PLEASE PRINT LEGIBLY**

