

**RESOLUTION NO. 2024-10**

**A RESOLUTION AUTHORIZING THE APPLICATION TO THE OHIO BUREAU OF WORKERS' COMPENSATION IN THE AMOUNT \$17,713.35 FOR PURCHASE OF FIRE SAFE GLOVES AND PARTICULATE BARRIER HOODS FOR USE BY THE WILLOWICK FIRE DEPARTMENT, EXECUTE NECESSARY AGREEMENTS, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Ohio Bureau of Workers' Compensation (BWC) has a Safety Intervention Grant Program which permits employers to apply for and receive grant funds for projects or products that substantially reduce or eliminate the risk of firefighters' exposure to environmental elements; and

**WHEREAS**, the Fire Department desires to make application to the BWC for grant funds in the amount of \$17,713.35 for the purchase of particulate barrier hoods and washable structural firefighting gloves, both meeting the design and performance guidelines of the NFPA 1971, to be utilized by the Willowick Fire Department; and

**WHEREAS**, upon approval of the Application, the City will be responsible to contribute a matching share towards the purchase as set forth in the annexed application and agreement, in an amount not to exceed \$2,988.89.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILLOWICK, COUNTY OF LAKE, STATE OF OHIO:**

**Section 1.** That the Willowick City Council hereby authorizes the Application and Agreement for grant funds from the Ohio Bureau of Workers' Compensation in the amount of \$17,713.35, in accordance with the terms and amounts set forth on the Application and Agreement annexed hereto as Exhibit A, to be utilized by the fire department for the purchase of particulate barrier hoods and washable structural firefighting gloves.

**Section 2.** All formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Codified Ordinances of the City of Willowick and Section 121.22 of the Ohio Revised Code.

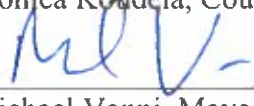
**Section 3.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, welfare and dignity of the residents of the City of Willowick in that it provides for the timely submission and acceptance of grant funds in accordance with Ohio Bureau of Workers' Compensation grant guidelines.

**WHEREFORE**, this Resolution shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

Adopted by Council: MAR 05, 2024

  
\_\_\_\_\_  
Monica Koudela, Council President

Submitted to the Mayor: MAR 05, 2024

  
\_\_\_\_\_  
Michael Vanni, Mayor

Approved by the Mayor: MAR 05, 2024

ATTEST   
\_\_\_\_\_  
Christine Morgan, Clerk of Council



**Bureau of Workers' Compensation**

**Application for Safety Intervention Grant for Firefighters Exposure to Environmental Elements**

**Instructions**

This grant, if approved, provides a 5-to-1 match up to \$15,000 for employers with payroll equal or greater than \$500,000. For employers with less than \$500,000 annual payroll, no match is required from the employer.

You must complete all sections of the application. Please type or print clearly. BWC will review your application to approve or deny the grant. Therefore, the information you provide on this application must describe the significance of the problem and the effectiveness of the proposed solution. BWC will return incomplete applications.

For BWC to consider the application complete, you must fill in sections I-VI. This part of the application contains sections I – IV. Sections V and VI include the budget page with vendor quotes(s) and statement of agreement. You complete these sections after downloading them from the [BWC webpage](#).

E-mail the completed application, budget page and the statement of agreement to [grants@bwc.ohio.gov](mailto:grants@bwc.ohio.gov). Include your vendor quote and other supporting documentation. Sections V (budget page) and VI (statement of agreement) requires signatures, employer's legal name and principal business location.

**Contact us**

If you have questions about the application process, please contact BWC via:

**Phone:** 1-800-644-6292.

**E-mail:** [grants@bwc.ohio.gov](mailto:grants@bwc.ohio.gov).

**Section I: Employer information**

Name of employer: WILLOWICK

Doing business as (DBA) name: \_\_\_\_\_

Address: 30435 LAKE SHORE BLVD

City: WILLOWICK State: OH ZIP code: 44095

County: Lake

Employer BWC policy number: 34305902 Federal tax ID number: 346003088

Employer contact name: Nahim Kaim

Title: Lieutenant

Telephone number: (440)585-1202 Ext. \_\_\_\_\_

E-mail address: nkaim@cityofwillowick.com

Employer website: \_\_\_\_\_

**Section II: Fire department demographics and description of the problem**

**Overview**

1. How many firefighters are active members of your department  
(Note: answer must equal the combined responses for questions 2 & 3)

73

2. How many are full-time career firefighters?

1

How many are part-time/intermittent firefighters?

72

3. How many are volunteer firefighters?

0



**Bureau of Workers' Compensation**

**Application for Safety Intervention Grant for Firefighters Exposure to Environmental Elements**

- 4. How many total calls did you make last calendar year?  
2,390
- 5. How many EMS calls did you make last calendar year?  
1,830
- 6. How many fire calls did you make last calendar year?  
530
- 7. How many HazMat calls did you make last calendar year?  
30
- 8. Do you already have a turn-out gear washer/extractor?  Yes  No  Unsure
- 9. Do you already have a diesel exhaust extraction system?  Yes  No  Unsure

**Section III: Description of solution**

- 1. Please identify the item(s) below that you are applying for.
  - Diesel exhaust systems: Source (tailpipe) capture system.  
Note: Funding cannot be used for general dilution or filtration ventilation systems.
  - Extractors/washing machines: Fire fighting turnout gear or PPE cleaning machines.
  - Particulate barrier hoods that meet the design and performance requirements of NFPA 1971.
  - Washable structural fire fighting gloves that meet the design and performance requirements of NFPA 1971.
  - Turnout gear drying machines: Drying machines and equipment that meet the design and performance guidelines of NFPA 1851.
  - Turnout gear that meets the design and performance guidelines of NFPA 1971 (volunteer firefighters only).

2. Describe the equipment you will purchase.  
 The city of Willowick will be purchasing structural firefighting gloves and structural firefighting barrier hoods. The firefighting gloves are integral to firefighting operations as they protect our hands from heat, sharp objects, and carcinogens. The gloves have a moisture barrier that will wick away moisture and still protect the firefighter from chemicals and bloodborne pathogens. The structural firefighting hoods are integral to firefighting operations as they protect your face, head, and neck from heat. The hoods will be made of Nomex and lenzing. The hoods are also particulate blocking. Both gloves and hood meet the requirements of NFPA 1971.

3. Describe how you will implement the equipment.  
 The Structural firefighting gloves and hoods should arrive within 30 days of order. Once they are received we will educate all firefighters on their features, care instructions, how to wash, and what to look for to detect any early product failures. Each member will be fitted for the appropriate size glove and hood. They will then be issued their own hood and gloves.

**Section IV: Implementation timeline**

- 1. Provide the name and the title of the person responsible for implementation.  
Mike Pollock, Lieutenant
- 2. Provide the name and the title of the person responsible for training staff on the use of the equipment.  
Mike Pollock, Lieutenant
- 3. Provide the time it will take to order and deploy the equipment. The time should begin with the date of the grant warrant or EFT. (Note: You should not order the intervention until BWC approves the application and you receive the grant funds.)  
60
- 4. Provide the name and title of the person responsible for completion of BWC-required one-year follow-up report.  
Nahim Kaim, Lieutenant



**Bureau of Workers' Compensation**

**Application for Safety Intervention Grant for Firefighters Exposure to Environmental Elements**

**Step 1b** – Employers with payroll greater than or equal to \$500,000 are to complete the table under Step 1b. This requires a 5-to-1 match.

Item	Quantity	Cost	Total
Gray25-ML/ INNOTEX/ 20% Nomex/ 80% Lenzing; int. layer. STEDAIR Prevent - (M/L) Gray	85	\$111.28	\$9,458.80
FC-P5000/ Firecraft Safety Products/ Phoenix Glove, Gauntlet cuff, Regular	95	\$86.89	\$8,254.55

Subtotal **\$17,713.35**

Freight **\$220.00**

Tax **\$0.00**

Employers must list all discounts and/or trade-in amounts and subtract them from the project total prior to determining the grant match. These must be included on the vendor price quote.

– \$0.00

**Total budget \$17,933.35**

**Step 2: To determine the grant amount you are requesting for equipment, please complete the formula below.**

Total amount of project (from Step 1b) \_\_\_\_\_ A **\$17,933.35**

Total amount supplied by BWC, (either \$15,000 or less, or remaining funds available) \_\_\_\_\_ (A x 5) / 6 = B **\$14,944.46**  
(multiply A by 5, then divide by 6)

Total amount supplied by the employer for equipment \_\_\_\_\_ A-B **\$2,988.89**

**Complete the questions below and sign.**

Do you have ownership, partnership or any other affiliation with the vendor of the equipment you are purchasing? **No**

If yes, please explain \_\_\_\_\_

Are you planning to finance your portion of the grant project? Yes  No  If yes, you must provide us with a copy of the loan agreement with your receipt documentation once you receive the grants funds and make your purchase.

**Authority** – The person signing below for the employer state that he or she is either the owner, chief executive officer, chief financial officer, plant manager or other person having fiduciary responsibilities with the employer; and the employer agrees that the signer or his, or her successor, will have the authority to oversee the carrying out the employer's responsibilities for two years after BWC issues the grant check. The signer's authority shall continue until the employer notifies BWC of the name of the successor.

By my signature, I agree to comply fully with the terms and conditions of the program and to use all monies solely for the purposes intended. I further understand I may be subject to civil, criminal and/or administrative penalties as the result of any false, fictitious and/or, misleading or fraudulent statements made and/or if funds are not used, or are misused, misapplied, or misappropriated in any way and/or are used for purchases and/or services not associated with the approved budget and/or itemized proposal submitted.

Name of duly authorized representative (please print) Nahim Kaim

Signature of duly authorized representative I, Nahim Kaim have signed this agreement on Date: 02/28/2024

Title Lieutenant

Employer name WILLOWICK BWC Policy 34305902



**Bureau of Workers' Compensation**

**Application for Safety Intervention Grant for Firefighters Exposure to Environmental Elements**

**Section VI. AGREEMENT between OHIO BUREAU OF WORKERS' COMPENSATION**

and WILLOWICK

Employer's Full Legal Name

Agreement between the Ohio Bureau of Workers' Compensation and Employer

This is an agreement by and between WILLOWICK (hereinafter, "Employer/Grantee"), with its principal place of business located at 30435 LAKE SHORE BLVD WILLOWICK, Ohio 44095, and the State of Ohio, Bureau of Workers' Compensation (hereinafter, the "BWC"), having offices at 30 W. Spring St., Columbus, OH 43215-2256, entered into the day, month and year set out below.

Whereas, the administrator of workers' compensation may issue a grant to defray the costs incurred by an employer who elects to participate in the Safety Intervention Grant Program, pursuant to Ohio Administrative Code Rule (OAC) 4123-17-56, wherein an employer may receive grant monies for projects which substantially reduce or eliminate the risk of workplace injuries and illnesses, called herein Safety Intervention Grant Program.

Therefore, for good and valuable consideration, the sufficiency of which is acknowledged, the parties mutually agree to the following conditions.

**Eligibility** -- Acceptance of the employer into the Safety Intervention Grant Program is contingent upon the employer's: (a) submission and approval of an application, (b) demonstrated need for intervention, e.g. completion of a risk assessment, and (c) having active Ohio workers' compensation coverage and being current with respect to payroll reporting and payments due to any fund administered by BWC as of the date of execution of this agreement and for its duration.

**Distribution of grant funds** -- Subject to the conditions precedent in this agreement and subject to available BWC resources, the employer and BWC mutually understand and agree that the total sum of the Firefighters Exposure to Environmental Elements grant to be issued by BWC shall not exceed \$15,000. For employers with payroll greater than or equal to \$500,000, BWC shall provide a matching grant, a 5-to-1 ratio of the monies contributed by the employer, whether a public or private employer, and that the maximum grant amount shall not exceed \$15,000. The employer must contribute \$3,000 in order to receive the maximum grant amount of \$15,000. The employer understands and acknowledges that BWC will not issue a grant matching any expenditures that exceed \$3,000. For employers with payroll less than \$500,000, BWC shall not require a match. The employer, whether a public or private employer, shall not receive a grant that exceeds \$15,000. The \$15,000 safety grant is the maximum per eligibility cycle. If Employer has not received the maximum amount of money available through the safety grant program during their eligibility cycle, Employer may reapply and have its application approved to enter into another agreement until Employer has received a total of \$15,000 for that cycle.

**Employer responsibilities** -- The employer participating in the Safety Intervention Grant Program, in consideration of a grant given to it, promises to fully comply with the program requirements as outlined in the Application and Instructions and OAC 4123-17-56, all of which are fully incorporated herein by reference. *The employer will be responsible for using the awarded grant in the manner for which it is intended, and will be required to provide BWC with documentation. This documentation may include, but is not limited to, original invoices, canceled checks, and periodic reports to confirm that all funds were spent and applied toward the approved intervention.* The employer understands that approved safety intervention equipment may not be rented or leased. The employer agrees to allow a BWC safety consultant to conduct a comprehensive safety evaluation of their overall safety practices. If a conditional approval is granted, the employer

agrees to satisfy the stated conditions by the specified date. Further, the employer agrees not to eliminate jobs due to participation in the Safety Intervention Grant Program.

The employer agrees to allow BWC to visit the employer and complete a Pre report and assessment before approval of the application, and/or a Post report and assessment after the approval of the grant application, based on the information provided in the application. BWC reserves the right to randomly sample for environmental elements during the worksite visits. All interventions must receive approval prior to purchase in order to qualify for the grant, and any proposed changes must be agreed to by BWC prior to making the change. The employer agrees to allow BWC to publish safety intervention grant results including, but not limited to, data, videos, specifications, and/or photos for the purposes of illustrating, educating, and training employers and employees.

**Time of performance** -- *Employer must make all equipment purchases and implement the approved intervention equipment within one hundred twenty (120) days of BWC issuing the grant check or electronic fund transfer. BWC will consider allowing additional time, up to a maximum of ninety (90) days, upon the request of Employer. However, the extension must be made within the initial one hundred twenty (120) day period, but no earlier than thirty (30) days prior to the end of the period. No later than one hundred twenty (120) days of receipt of the grant award, Employer must provide BWC the following information: (a) itemized expense report, (b) original paid invoices pertaining to all intervention purposes, and (c) copies of all cancelled checks or other documentation to support that all invoices associated with the interventions were paid in full.*

The employer shall provide BWC a one year case study after the equipment implementation date. The employer shall complete and submit the one year case study report via the grant web page case study link. If the report is not filed, or if the report is not completely filled out, the employer shall be liable to repay the full amount of the grant.

**Disqualification** -- If for any reason the employer participating in the Firefighters Exposure to Environmental Elements grant program fails to satisfy one or more of the criteria established in the Application and Instructions, OAC 4123- 17-56, and this agreement, the employer may be disqualified from the program. *Disqualification will result in the termination of BWC's obligations under this agreement. BWC reserves the right to recover grant monies by one or more of the following methods: billing the employer for the grant money received, forwarding the employer's information to the Office of the Attorney General of Ohio for collection, set-off, recoupment, or other administrative, civil and/or legal remedy.*

If the employer merges or combines its business after receiving a grant, but before completing the one year case study report, the BWC Successorship Liability Policy will go into effect. The grant/predecessor employer is responsible for notifying the successor employer of the obligations under the Safety Intervention Grant Program. The successor employer may be liable to repay any and all previously paid grant monies if these obligations are not met.



**Bureau of Workers' Compensation**

**Application for Safety Intervention Grant for Firefighters Exposure to Environmental Elements**

**Disclaimer** – If implemented correctly by the employer, the goal of the Safety Intervention Grant Program is to substantially reduce or eliminate injury and illness in the workplace and, hence, claims associated with the affected processes. BWC does not guarantee or warrant that the implementation of such a plan will result in a substantial reduction or elimination of injuries and illnesses in the workplace. In the event of an injury or occupational disease arising from the implementation of the program, the employer and the employee's sole and exclusive remedy shall be pursuant to workers' compensation laws of the appropriate jurisdiction. In no event, shall BWC be liable for any damages in contract or in tort.

Grantee agrees to adhere to all ethics laws contained in Chapters 102 and 2921 of the Ohio Revised Code governing ethical behavior, understands that such provisions apply to persons doing or seeking to do business with the Bureau, and agrees to act in accordance with the requirements of such provisions; and warrants that it has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to the Bureau or any of its board members, officers, employees, or agents, or any third party in any of the engagements of this Agreement or otherwise, including, but not limited to a finder's fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise.

**Ohio elections law:** Grantee hereby certifies that no applicable party listed in Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13 has made contributions in excess of the limitations specified under Divisions (I), (J), (Y) and (Z) of O.R.C. Section 3517.13

**Non-Discrimination and Equal Employment Opportunity:** The Grantee will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders. The State encourages the Grantee to purchase goods and services from Minority Business Enterprise (MBE) and Encouraging Diversity, Growth and Equity (EDGE) vendors.

**Conflicts of interest and ethics compliance certification:** Grantee affirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict, in any manner or degree, with the performance of services which are required to be performed under any resulting Contract. In addition, Grantee affirms that a person who is or may become an agent of Grantee, not having such interest upon execution of this Contract shall likewise advise the Bureau in the event it acquires such interest during the course of this Contract.

**NK** By initialing this box, the employer agrees that prior purchases have not been made. The employer also confirms understanding that all grant approved purchases are to be purchased and implemented within 120 days after the date on the BWC grant check or the date of the electronic fund transfer. Additionally any changes to the original intervention must receive prior approval by BWC.

**NK** **Authority** – By initializing this box, the person signing below for the employer state that he or she is either the owner, chief executive officer, chief financial officer, plant manager or other person having fiduciary responsibilities with the employer; and the employer agrees that the signer or his, or her successor, will have the authority to oversee the carrying out the employer's responsibilities for two years after BWC issues the grant check. The signer's authority shall continue until the employer notifies BWC of the name of the successor.

By my signature, I agree to fully comply with the terms and conditions of this agreement and the program and to use all monies solely for the purposes intended. I further understand I may be subject to civil, criminal and/or administrative penalties as the result of any false, fictitious and misleading or fraudulent statements made and/or if funds are not used, or are misused, misapplied, or misappropriated in any way and/or are used for purchases and/or services not associated with the approved budget and/or itemized proposal submitted.

**Modifications:** The parties may, in writing and by mutual agreement, amend, modify, supplement or rescind the terms of this agreement.

In witness whereof, the parties hereunto affix their signatures this day of 2 Month, 28 Day, 24.

Employer's full legal name WILLOWICK

Federal tax I.D. 346003088

Title Lieutenant

Name (please print) Nahim Kaim

I, Nahim Kaim have signed this agreement on Date:  
Signature 02/28/2024