

**CITY OF STRUTHERS
Ordinance**

NO. 25-006

**AN ORDINANCE AUTHORIZING THE MAYOR AND SAFETY
SERVICE DIRECTOR TO ENTER INTO A CONTRACT WITH
K.O. CONSULTING, LLC FOR GRANT SERVICES FOR
CALENDAR YEAR 2025 AND DECLARING AN EMERGENCY.**

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Struthers, Ohio, $\frac{3}{4}$'s of all members elected thereto concurring:

SECTION 1: That the Mayor and Safety Service Director are hereby authorized to enter into a Contract with K.O. Consulting, LLC for grant services for calendar year 2025.

SECTION 2: A copy of said Contract is marked Exhibit "A" and attached hereto and made a part thereof.



SECTION 3: Payment for said grant services when needed shall not exceed \$42,000.00 unless authorized by Council.


SECTION 4: Said Contract will expire on December 31, 2025 according to provisions in the Contract.


SECTION 5: The provisions of this Ordinance are severable. If any section, paragraph, sentence, or clause hereof shall be declared illegal, unconstitutional or invalid by any court of competent jurisdiction, such illegality, unconstitutionality or invalidity shall not affect the remaining portions of this ordinance and it hereby is declared the intention and purpose of this Council that this Ordinance would have been enacted without such illegal, unconstitutional or invalid provision.

SECTION 6: That it is FOUND and DETERMINED that all formal actions of this Council relating to the passage of this ordinance or adopted in an open meeting of this Council, and that all deliberations of this Council, and of any of its committees which resulted in such formal actions were made in compliance with all legal requirements, including those of section 121.22 of the Ohio Revised Code.

SECTION 7: This ordinance is hereby declared to be an emergency measure necessary for the preservation of public peace, health and safety of the inhabitants of the City of Struthers, Ohio. Said emergency exists by reason of the fact, and, as such, this ordinance shall take effect upon its passage and approval by the Mayor.

PASSED IN COUNCIL THIS 29th DAY OF January, 2025.
 CLERK OF COUNCIL
 PRESIDENT OF COUNCIL

FILED WITH THE MAYOR THIS 29th DAY OF January, 2025.
 CLERK OF COUNCIL

APPROVED BY THE MAYOR THIS 29th DAY OF January, 2025.
 MAYOR

POSTED ON STRUTHERS CITY WEBSITE & STRUTHERS SOCIAL MEDIA

DATE: January 31, 2025
 CLERK OF COUNCIL



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CONSULTING AGREEMENT

This consulting agreement ("Agreement") is entered into by and between **City of Struthers** ("Client") and **KO Consulting, LLC**, an Ohio company ("Consultant"). Client and Consultant mutually agree as follows:

1. **Consulting Services.** Client retains Consultant for services as described in "Project Scope" on page 1 of this document.

The manner and means by which Consultant chooses to complete the services are in Consultant's sole discretion and control. Consultant's obligations shall be conditioned upon receiving information and cooperation from Client as may be reasonably necessary to perform the services and Consultant retains the right to determine if they have received cooperation or not.

2. **Services NOT Performed by Consultant.** Although Consultant may comment upon Client's legal documents, financial statements or other documentation in the course of performing the services, Client acknowledges that Consultant is not an attorney, nor is Consultant providing auditing or accounting services or opining on representations made in any financial statements. Client further acknowledges that Client should consult with its own legal, auditing and accounting advisors regarding any matters requiring legal, auditing or accounting advice. Additionally, client recognizes the submission of grant applications does not guarantee funding.
3. **Relationship of Parties.** This Agreement shall not constitute an employer-employee relationship, and it is the intent of each party that Consultant shall at all times be an independent contractor.
4. **Term.** The term of this Agreement shall commence **January 1 2025** and shall remain in effect until **December 31, 2025**.
5. **Allowances.** This agreement and execution of contract hereby gives KO Consulting the authority to file on-line documents on behalf of Client, including but not limited to the following: Employer Identification Numbers (EIN), State INC, LLC, OR Partnership Documents, Trademark Documents, IRS Form 1023 or 1023ez application, Grant Applications (state and federal grant applications and foundation applications) Grant Compliance, Federal and State Contracting Documents and Bids.
6. **Compensation.** For services provided, Consultant shall be paid in accordance with



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"Project Scope" on page 1 of this document. Consultant or Consultant's staff shall only be entitled to payment or reimbursement for travel expenses, food, lodging, any per diem allowance, equipment, supplies, or similar items if expressly authorized in advance by Client.

All check payments are to be made payable to KO Consulting, LLC.

Disclosure of Information. Consultant agrees that at no time, either during, or subsequent to the term of this Agreement, will Consultant disclose or use, except in pursuit of the business of Client or any of its subsidiaries or affiliates, any Proprietary and Confidential Information of Client, or any subsidiary or affiliate of Client, acquired during the term of this Agreement.

The term "Proprietary and Confidential Information" shall mean, but is not limited to, all information which is known or intended to be known only to Client, its subsidiaries and affiliates, and their employees, including any document, record, financial or other information of Client, or others in a confidential relationship with Client, and further relates to specific business matters such as the Client's financial information, identity of clients and patents, policies and procedures, fee structures, trade secrets, proprietary know-how, account information, and other information relating to other business of Client, its subsidiaries and affiliates, and their employees.

Consultant agrees not to remove any document, record, or other information of Client or its affiliates, except as necessary for Consultant to perform services in accordance with this Agreement.

Consultant agrees to return immediately upon termination of Consultant's services hereunder, any and all documentation relating to Proprietary and Confidential Information of Client and of others that is in the possession of Consultant, in whatever format it may be maintained, whether provided to, or developed by, Consultant, and to provide a certificate of destruction if required by Client.

Notwithstanding the foregoing, the restrictions contained in this Section 6 shall not apply to any Proprietary and Confidential Information that:

- is a matter of public knowledge or prior personal knowledge (from a source other than a party to this Agreement or its affiliate)
- is independently developed by a person not a party to this Agreement without the



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- use, directly or indirectly, of Proprietary and Confidential Information, or is required by law or the order of any court or governmental agency, or in any litigation or similar proceeding to be disclosed; provided that the disclosing party shall, prior to making any such required disclosure, notify the other party with sufficient notice to permit that party to seek an appropriate protective order.

Consultant agrees to treat any information received from clients of Client as confidential, as if it were the Proprietary and Confidential Information of Client.

- 7. Termination.** Either party may terminate this Agreement, with or without cause, with written notice to the other, unless otherwise mutually agreed upon.
- 8. Limitation of Liability to Client.** In no event shall Consultant be liable to Client for Client's lost profits, or special, incidental, punitive or consequential damages (even if Consultant has been advised of the possibility of such damages). Furthermore, in no event shall Consultant's liability to Client under any circumstances exceed the amount of compensation actually received by Consultant from Client under this Agreement. Further, Consultant will not be liable for delays or performance failures due to circumstances beyond Consultant's control.
- 9. Client's Representations.** Client represents that it has the full right and authority to enter into and perform this Agreement. This Agreement and the transactions contemplated herein do not violate any outstanding assignments, grants, licenses, encumbrances, obligations, agreements or understanding between Client and any other person or entity. Client warrants to Consultant that Client is able to timely pay Consultant all fees and expenses incurred in the performance of the services hereunder. Client also recognizes failure to make timely payments may affect timelines and completion of projects, such as but not limited to grant application deadlines.
- 10. Amendments.** This Agreement may be amended only in a writing signed by both parties.
- 11. Independent Consultant; No Agency.** The parties agree that at all times during the term of this Agreement, Consultant shall continue to be an independent Consultant, and is not authorized as, nor shall be deemed to be an employee, agent, partner, joint venturer, or representative of Client. Neither party has the authority to bind the other or to incur any liability on behalf of the other, nor to direct the employees of the other. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of Consultant. Consultant shall retain the right to perform services



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for others during the term of this Agreement.

12. Miscellaneous. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof.

13. Severability. If any term or provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

14. Grant Application Policy. Grant funding is by nature a competitive process which does not guarantee funding. Consultant will make every effort to prepare a competitive grant application based on the project and information provided by Client. However, there is no guarantee of funding based on the submission of grant applications by Consultant. Further, in the event that grant applications are not successfully funded, Client agrees that there will be no refund of consulting fees paid to submit said grant application.

Furthermore, the Client agrees to include KO Consulting, LLC on any press releases related to grant funds awarded on projects K.O. Consulting, LLC provided work for and the client agrees to notify K.O. Consulting, LLC of any funds received from grant applications submitted on behalf of the client. Similarly K.O, Consulting, LLC has permission to include client(s) in press releases related to grant funds or marketing materials for KO Consulting, LLC.

a. Client agrees to abide by Grant Application Policy. _____ *(please initial)*

15. This Agreement shall be governed by the laws of the State of Ohio.

16. This Agreement contains the entire agreement between the parties.

The parties have executed this Agreement as of _____.

FOR CLIENT


City of Struthers



Mayor Catherine Cerccone-Miller

FOR CONSULTANT

KO Consulting, LLC



Kristen Olmi, Managing Member