

RETAINER AGREEMENT

This retainer agreement is made and entered into this ____ date of _____, 2026 (“Effective Date”) by and between the **City of Lorain, Treasurer’s Office** (hereinafter referred to as “City”) and **Keith D. Weiner & Associates Co., L.P.A.** (hereinafter referred to as “Firm”). The City and the Firm are sometimes collectively referred to as “the parties.” This retainer agreement supersedes the previous retainer agreement executed September 8th 2023 by the City’s Treasurer, Terri Soto and the Firm’s Principal, Keith D. Weiner.

Recitals:

Whereas the City desires to retain the Firm for debt collection services for its delinquent tax accounts and other miscellaneous past due accounts which may arise.

Whereas the debt collection services will include but will not be limited to the following: skip tracing, sending written demand letters requesting payment, location and asset verification, telephonic contact with taxpayers, accepting and negotiating payments on accounts placed for collection, filing lawsuit, obtaining judgment and issuing legal execution.

Whereas, the Firm, in the ordinary course of its business, provides these services to other creditors including numerous cities within this State and desires to provide said debt collection services to the City.

Whereas these debt collection services shall be provided to the City on a contingency fee basis in accordance with the terms below.

Now therefore, in consideration of the terms and conditions set forth below, the parties, with the full intent to be legally bound, do hereby agree as follows:

I. Relationship of Parties

Nothing contained in this Agreement shall be construed as constituting Firm as a servant or employee of City. The Firm is solely responsible for the employment, acts, omissions, control, and direction of its employees. Notwithstanding the above, City and Firm agree that Firm is authorized to conduct business as an independent contractor and to conduct all necessary activities to collect outstanding balances upon Accounts, including but not limited to “collection follow up” which is to include skip tracing, telephone calls, letter series, lawsuits and executions on judgments until the account is paid in full, settled or closed and returned to City. Firm is authorized to engage in all lawful actions that it deems appropriate and necessary to represent the City and protect the legal interests of the City. The City shall not intentionally attempt to collect accounts that it has referred to Firm, and the City will promptly report to the Firm any direct payments received on any placed accounts.

II. Compliance with Law

Firm warrants and represents that its practices shall be conducted in accordance with all applicable laws, rules, regulations and other rules of federal, state, and territorial

governments or any political subdivisions thereof, or any other duly constituted public authority.

III. Licensing, Bonding and Insurance

Firm will maintain all licensing, bonding, insurance and financial records required by federal, state and municipal authorities including: (1.) Errors and Omissions and General Liability Insurance in the amount of one million dollars (\$1,000,000.00) per claim and three million dollars (\$3,000,000.00) aggregate, (2.) Employee fidelity bond in the amount of one million dollars (\$1,000,000.00) per incident, (3.) Commercial general liability insurance at one million dollars (\$1,000,000.00) per claim, two million dollars (\$2,000,000.00) aggregate, (4.) Automobile liability of one million dollars (\$1,000,000.00) and, (5.) an excess general liability of \$1,000,000.00. Firm shall furnish City copies of the licensing, bonding, insurance policies as City may require from time to time.

IV. Contingency Collection Fees and Court Costs

1. Contingency Rate:

- A) The Firm will charge 25% of all funds recovered after reimbursing the City for Court's Costs incurred, including cases placed after judgment. (See section 3. Court Costs below)
- B) In cases where Collection Fees are added to the taxpayer's outstanding balance, per Ohio Revised Code 718.27G, those fees will become part of the total balance owed. Firm will charge 25% of all funds recovered including but not limited to those Collections Fees added.
- C) **In cases where estimated total balances are adjusted post suit or post judgment below the amount of \$500.00, the Firm will charge the City a flat fee of \$200. This flat fee is in addition to the contract contingency fee charged on any remaining balances to offset firm's labor costs for legal processing. The total balance is derived of the amount owed as of the account's placement with Firm and is not inclusive of Court Costs (3.).**

- 2. **Lawsuits:** Firm has authority to file suit on any account placed for collection as it deems necessary and does not need to seek additional authority from the City to do so. The Firm will not file suit or incur court costs on any account with a total balance less than **five hundred dollars (\$500.00)** at time of suit. From time to time, however, the parties may orally agree to file suit on balances less than this threshold amount as they deem necessary.

When filing suit on multiple tax years, the firm will file suit using the lowest post-judgment statutory interest rate to increase efficiency, avoid

confusion and ensure accurate balances. City understands and agrees to forgo its rights to the additional interest that would be available if the accounts were assessed post judgment interest at the higher interest rate available to it by statute based on year.

3. **Court Costs:** Court costs are pass-through charges assessed by the court. City can choose to authorize our Firm to advance court costs for suit or receive an invoice listing accounts ready for suit and forward these costs to us. It is our preference to advance court costs for filing suit as it allows us to prosecute claims quicker. Court costs for motions, miscellaneous court fees and post judgment executions are advanced by the Firm because they are time sensitive and necessary to prosecute the claim once suit is authorized. First funds collected on an account are applied to court costs expended before our contingency fee is applied. We ask the City to pay court cost invoices within 30 days, and we reserve the right to offset seriously delinquent invoices (over 90 days delinquent), from monthly recoveries.

Courts that defer filing fees but assess them as costs will be paid by the Firm from first dollars collected provided Firm is counsel of record and is in possession of the account proceeds or City authorizes the Firm to offset deferred fees from gross proceeds collected and account for same on its monthly reports.

City can choose from any one of the following reporting options:

- *Gross Remittance:* City is sent all funds collected and invoiced later for Court Costs and Contingency Fees. Invoice must be paid within 30 days.
 - *Net Remittance:* City is invoiced for all Court Costs. Firm nets its contingency fee from the funds collected. Our monthly report shows all court costs collected and reimbursed to the City on a per account basis.
 - *Full Net Remittance:* Firm nets courts costs and contingency fees from all funds collected from the previous month.
4. **Contested Files:** Firm reserves the right to deviate from the contingency fee arrangement in the event a counterclaim is filed, or it becomes necessary to prosecute, or defend an appeal. In such cases, any agreement to divert from the contingency fee shall be agreed upon in writing, (email), but Firm is authorized to take any necessary action to protect City's interests.
 5. **Miscellaneous Costs:** The Firm will not bill the City for incidental costs. Examples would include telephone calls, copying charges, credit bureau charges, Accurint or Lexis/Nexus charges, or other research fees. The Firm will bill the City for third party charges which are billed to the Firm and incurred as a result of a third party responding to subpoenas for debt collection information. Such charges are not billable to the taxpayers.

V. Payments for Collection Services Performed

The Firm shall deposit all collection revenue generated on accounts it is handling on behalf of the City into the Firm's escrow account. Due to direct payments sent to the City, the funds held in the Firm's escrow at the end of the reporting period may be less than the collection fees due to the Firm. In such instances the Firm will offset its fees that are due during the reporting period from the funds it holds in hand and send the City an invoice for any deficiency. The City shall pay said invoice upon receipt but not later than 30 days.

VI. Trust Fund and Remittances

Firm agrees not to co-mingle money received on City accounts with its own funds or to use any part of City money in the conduct of Firm business.

All funds collected upon Accounts by Firm will be marked for deposit only and deposited into the Firm's escrow account in accordance with State Law.

The parties agree that each reporting period will begin upon the first day of each calendar month and end upon the last day of each calendar month. A remittance report setting forth all debt payments received, assessed collection fees received, all court costs incurred, and miscellaneous debits or credits will be generated by Firm and delivered to City within seven business days following the end of the reporting period.

City agrees to report to Firm all direct pays immediately upon receipt, so that all reports showing payments and credits will be accurate and comprehensive. Firm will deduct collection fees due for all direct pays from City's monthly remittance. All such calculations will be reflected in the monthly remittance report.

VII. Record Inspection and Notice of Contract Restrictions

A. Firm will permit City representatives, auditors, or representatives of audit firms engaged by City to perform an audit and to duplicate, when necessary, all documents, records, and files pertaining to City accounts at any time during regular business hours with seven days' notice.

B. City shall notify Firm of any restrictions regarding account debtor contact, including notification of attorney representation, bankruptcy petitions, and any other collection limitations of which City may or should have knowledge.

VIII. Treatment of Confidential Information

For purposes of this Agreement, "Confidential Information" is defined as information, data, or material deemed proprietary and/or confidential by City, not generally known or available to the public, and for which City has notified Firm that

it has deemed such information proprietary or confidential. Firm understands the necessity of protecting the confidentiality of confidential information of City. Firm agrees to use all reasonable means to protect the confidentiality of confidential information of City, and to instruct all employees of Firm in the necessity of same. Disclosure of confidential information shall be restricted to those individuals who are participating in a proposed transaction solely on a “need to know” basis, who are advised of this agreement and agree to be bound by its terms, or as otherwise may be required by law. In accordance with all applicable law, Firm shall utilize the same efforts and procedure to protect confidential information of City as it uses to protect its own confidential and proprietary information.

IX. Termination

Each party shall have the right to terminate this Agreement upon giving the other party 30 days written notice by certified mail.

Upon termination of this Agreement, Firm shall return all Accounts to City, excluding those accounts which have generated a payment to Firm within the 45 days before the date of termination; and those Accounts upon which City has authorized litigation; or those accounts which are remitting periodic payments.

City will continue to pay to Firm the fees due under the terms of this Agreement for any Account remaining with Firm after the termination date of this Agreement. In no event will an account be retained by Firm longer than 6 months after the termination date, unless agreed otherwise by the parties.

X. Retention

All Accounts placed with Firm by City for collection will be returned to City within 12 months of the placement date, if the account has not had a payment post within 45 days of the end of the 12-month retention period or if there has been no legal action initiated on the account.

XI. Assignment

This agreement is binding upon the parties hereto and upon their respective successors and assigns. Firm will not assign, sell, lease, transfer, or permit the use of this Agreement or any of City’s accounts, records or related documents by any other party or parties for any purpose other than as described herein unless City grants express written authorization.

XII. Miscellaneous Provisions

A. All representatives, warranties, covenants and indemnities in this Agreement shall survive the termination of this Agreement but shall not be deemed to have been made with respect to any period of time subsequent to the termination of this Agreement.

- B. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall be invalid in that jurisdiction to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions of this Agreement or affecting the validity, enforceability or legality of the provision in any other jurisdiction.
- C. No amendment, modification, termination or waiver of any provision of this Agreement by either party shall be effective unless it is in writing and signed by the party to be bound, and then the waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice or demand on either party in any case shall entitle the other party to any other or further notice or demand in similar or other circumstances. Inaction or failure to demand strict performance shall not be deemed a waiver.
- D. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter. All prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.
- E. This agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and the parties agree that the sole forum in which jurisdiction shall lie for an action for enforcement of any provision of this Agreement shall be the county of the City's municipality.
- F. The City may withdraw an account placed for collection as needed. All fees earned up to withdrawal shall be considered earned by the Firm.
- G. **The Firm may subcontract with vendors to assist in the collection of any delinquent accounts without the prior written consent of the City.**
- H. Notices of termination required or authorized to be sent by the parties to this Agreement must be sent by certified mail and addressed as follows:

Keith D. Weiner & Associates Co., L.P.A., 1100 Superior Ave East. Suite 1100,
Cleveland, Ohio 44114

City of Lorain, Treasurer's Office, 605 West 4th St., Lorain, OH 44052

Agreed and Entered into by:
Keith D. Weiner & Associates Co., L.P.A.

By: _____

Its: _____

Effective Date

City of Lorain, Treasurer's Office

By: Jenni M. Soto Lorain City Treasurer (5/14/2026)

Its: _____

Effective Date

Approved To Form:

AD Qly (5/14/2026)
Patrick D. Riley
Lorain Loan Director

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