

COLLECTION AGREEMENT

This Agreement is entered into on this 22 day of December, 2015, by and between GRAND ISLAND UTILITIES (Client) and Credit Management Services, Inc. (Agency).

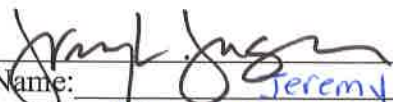
The parties agree as follows:

1. Client shall assign to Agency certain of Client's unpaid accounts (Accounts).
2. The Agency will carry out its collection efforts on the Accounts in compliance with all applicable federal, state and local laws. Agency is authorized to perform acts necessary for the collection, settlement, adjustment, compromise and/or satisfaction of said claim. The Agency agrees to pursue collection of referred Accounts in good faith.
3. All payments of principal on accounts prior to filing a formal lawsuit will be paid 25 percent to Agency and 75 percent to Client. All payments of principal made subsequent to filing a lawsuit will be paid 25 percent to Agency and 75 percent to Client. The Agency may request the court to award the Agency the costs of filing suit, attorney's fees and/or pre-judgment interest pursuant to Neb. Rev. Stat. §25-1801 or Neb. Rev. Stat. §§45-101 et. seq., as deemed appropriate by the Agency.
4. The Client will cease all collection efforts immediately upon transfer of an Account to the Agency.
5. The Client will report all payments, bankruptcy notices, and any other collections-related communications (including but not limited to payments and/or communications by Workers' Compensation, Medicare, Medicaid or any other third-party payors) directly to the Agency upon the Client's receipt. Client shall forward Agency's portion of any such payments to Agency.
6. The Agency may return Accounts to the Client at any time.
7. The Client will provide the Agency with invoices, payment histories, and other documentation necessary for the Agency to carry out its collection efforts.
8. The Client will provide a witness or witnesses to testify at trial or such other court proceedings as may be necessary for the advancement of the Agency's collection efforts.
9. The Client warrants and represents that it will not refer Accounts that include interest, fees, charges, or expenses incidental to the principal obligation unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

10. This Agreement shall remain in effect until terminated in writing by either party. This Agreement shall apply to all present and future assignment and transfer of claims by Client to Agency and all such assignments and transfer of claims between Client and Agency shall be subject to the terms of this Agreement.

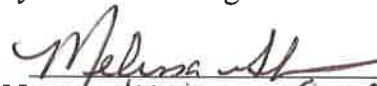
In witness whereof, the parties have executed this Agreement on this 22 day of December, 2015.

Client: GRAND ISLAND UTILITIES

By: 
Print Name: Jeremy L. Jendern
Title: Mayor
Date: 12-22-15


Asst. City Attorney
12/17/15

Agency: Credit Management Services, Inc.

By: 
Print Name: Melissa Griffin
Title: Executive Account Advisor
Date: 12-17-15