

ELECTRONIC PERMITTING (iPOS) AGENT AGREEMENT
AUTHORIZED PERMIT AGENT AGREEMENT – COUNTY
Permit Year 2017-18

(Do not alter this agreement. If information is incorrect, please call the Nebraska Game and Parks Commission.)

Lancaster County, on behalf of the Lancaster County Treasurer’s Office, 555 South 10th Street
Name of County Street Address

Lincoln, NE, 68508,
City State Zip

having been appointed Permit Agent (Agent) by the Nebraska Game and Parks Commission (Commission), to issue hunting, fishing, park permits and stamps for the Commission, in consideration of an issuing fee of \$2.00 for all resident and nonresident hunting or fishing permits, \$1.00 for Annual Park Entry Permits and Duplicate Park Entry Permits, and \$.35 for Daily Park permits, with no issuing fee for stamp sales, do agree to the following conditions and stipulations:

As an electronic permitting (iPOS) agent for the purposes of issuing permits electronically over the internet, Agent agrees to furnish, at no cost to the Commission, all necessary computer hardware, software, printers, communication lines and internet access required to electronically issue permits.

- 1 That all traditional paper permits and stamps assigned to Agent and all associated records remain the property of the Commission; that all such permits and stamps and associated records must be surrendered to the Commission upon request; and that such permits and stamps shall be issued under the provisions of the Game Laws of Nebraska, and regulations, policies and procedures of the Commission. It is further understood and agreed that the charging or collecting of any fee in excess of the amount stated on the permits or stamps is unauthorized and prohibited.
- 2 That the Commission, its agents or employees may inspect and audit permits, stamps and records at any reasonable time; and that Agent will hold all monies received from the sale of hunting, fishing, park permits and stamps, less and except the issuing fees stated above for traditional permit issuance, in trust for the Commission, and remit to the Commission at its headquarters in Lincoln such funds collected during any given month on or before the 10th day of the following month, together with a report of the number and kind of permits sold. Those stores utilizing the iPOS system shall print an electronic iPOS sales report at the end of each month and submit the report(s) together with payment for such funds collected on or before the 10th day of the following month, to the Commission at its headquarters in Lincoln. Should traditional permits be issued during a month at an iPOS location, a report and payment documenting such sales is also due. This reporting will be accomplished in the manner prescribed by the Commission.
- 3 That Agent will adhere to all iPOS processes and procedures prescribed by the Commission. This shall include maintaining and protecting iPOS access security of all UserIDs and passwords as assigned for each stores Agent and agent clerks. Any transaction processed that is not the result of a system error, shall be the financial responsibility of the Agent. Financial obligation for any illegal or unauthorized permit sale or transaction completed by the Agent or clerk through an unauthorized external terminal, shall be the responsibility of the Agent.
- 4 It is further understood, that monies collected from the sale of hunting, fishing, park permits and stamps are State funds and that the conversion of such funds for personal use is prohibited by law and is a crime. Agent accepts the responsibility for all funds collected for the benefit of the Commission under this agreement and for the net cash value (face value less any applicable issuing fees for non iPOS permits) of all permits and stamps entrusted to the permit agent and not returned to the Commission unissued, notwithstanding that said permits or stamps be lost, stolen, misplaced, or destroyed.
- 5 That on or before the 10th day of January, the Agent shall return all permit and stamp books from the previous year and make a final accounting of both issued and unissued permits and stamps and remit to the Commission the outstanding balance of permit and stamp fees due for the permit year.
- 6 This appointment may be terminated at any time by the Commission or the Agent may terminate said agreement by written notice to the Commission. Upon any notice of termination the Permit Agent shall (1) return all permit and stamp books to the Commission and (2) pay the Commission for all permits and stamps not already accounted for.
- 7 That the Commission’s failure to insist on the strict performance of any of the terms and conditions of this Agreement on a specific instance shall not be deemed a waiver of the rights or remedies that the Commission may have regarding that specific instance, and no such failure shall be deemed a waiver of any subsequent breach or default in any terms and conditions.

Chair, Lancaster County Board of Commissioners
Signature

Date

Andy Stibbing
Lancaster County Treasurer Signature

11-1-17
Date