

6.1 Method of Payment. In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of fifty dollars (\$ 50) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of youth participants is the sole responsibility of the Department and is to be paid from the flat fee payment.

6.2 Eligible Claims. Compliance checks that were conducted on or after July 18, 2006, are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.

6.3 Allocations. The costs of the services referred to in Section 6.1 shall be allocated as follows:

6.3.1 Sole Activity. Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco enforcement activities described in the Agreement.

6.3.2 Payment in Arrears. The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 421.40. The ABD, consistent with Iowa Code § 421.40, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

SECTION 7. ADMINISTRATION OF AGREEMENT. The ABD and the Department shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION

10.1 Termination For Convenience. Following thirty (30) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.