

**AGREEMENT FOR CROWD MANAGEMENT SERVICES
FOR THE DALLAS CENTER – GRIMES COMMUNITY SCHOOL DISTRICT**

This Agreement is made and entered into by and between the DALLAS CENTER – GRIMES COMMUNITY SCHOOL DISTRICT (“MANAGER”), and CONTEMPORARY SERVICES CORPORATION, (“CONTRACTOR”).

MANAGER has determined that it is reasonably necessary and appropriate to engage the services of a firm to provide certain crowd management services (“Services”) required at various sports and entertainment events (“Events”) at various Dallas Center – Grimes Community School District locations as requested by MANAGER (each individual location a “Job Site”). In rendering these services, CONTRACTOR shall exercise that degree of skill and care ordinarily exercised by other crowd management service providers in same or similar circumstances and under same or similar conditions.

NOW, THEREFORE, MANAGER and CONTRACTOR mutually agree as follows:

1. CONTRACTOR’S SERVICES

CONTRACTOR shall have the right to provide the crowd management services, as determined necessary by MANAGER, for Events at the Job Site(s) and such other locations as may from time to time be designated in writing. This Agreement shall in no way interfere, interrupt or disturb actions conducted within the Job Site by MANAGER or state, federal or local law enforcement agencies. Nothing in this Agreement shall prevent the MANAGER from providing its own crowd management or hiring law enforcement agencies for crowd control at Events at the Job Sites in addition to the use of CONTRACTOR or for hiring law enforcement exclusively for Events as MANAGER deems advisable.

2. STAFF LEVELS

A. At least one (1) week prior to the first day of an Event for which Services will be necessary, MANAGER shall provide to CONTRACTOR a written job order that includes the number and classifications of personnel requested and the time periods for which they will be needed. If MANAGER does not provide such timely notice, CONTRACTOR shall make best efforts to provide the requested personnel for the Event; however, CONTRACTOR's inability to do so shall not be a breach of this Agreement.

B. Staffing levels and specific posts will be determined by MANAGER following consultation with CONTRACTOR. MANAGER shall have the final decision as to the number of CONTRACTOR's personnel to be used and the deployment (i.e., placement at the Job Site). MANAGER agrees that for all Event requests at least one Supervisor shall be included in the services provided and such Supervisor shall act as the Event Coordinator where the personnel required is less than ten (10) personnel. Supervisors shall not supervise a group of personnel in excess of ten (10) CONTRACTOR personnel, so for Events where more than ten (10) CONTRACTOR personnel will be required, additional supervisors shall be included in the services provided to ensure that no Supervisor will be required to supervise more than Ten (10) Contractor personnel. The Supervisors shall not be assigned or included in the fixed postposition order.

3. SUPERVISION AND AUTHORITY

A. In order for CONTRACTOR to be effective in the delivery of Services, CONTRACTOR must manage and supervise its employees. Therefore, CONTRACTOR shall be accountable for the direct supervision of its employees. MANAGER may make any specific requests or provide additional information regarding deployment, positioning, post assignments and conduct through CONTRACTOR's Lead Supervisor at the Event in question. The Lead Supervisor for each Event will be accountable for the satisfaction of such requests to the extent that such requests are consistent with Job Site policies, this Agreement and local, state and federal laws.

B. If at any time MANAGER determines that any employee of CONTRACTOR is not satisfactory, MANAGER shall notify CONTRACTOR of the reasons for its dissatisfaction with such employee verbally and in writing. CONTRACTOR shall attempt to promptly correct the employee’s conduct to the satisfaction of MANAGER. If the employee continues to be unsatisfactory to MANAGER, or if the initial conduct was so egregious as to warrant dismissal, MANAGER may demand that CONTRACTOR cease using said employee at all Job Sites. CONTRACTOR shall promptly comply with such request. MANAGER agrees that any requests pursuant to this paragraph shall not be based upon unlawful discrimination in regards to an employee's race,

religion, national origin, age, gender, sexual orientation, gender identity, disability, or any other protected class under state or federal law.

C. CONTRACTOR shall be responsible for ensuring its personnel performing Services under this Agreement have cleared background checks for felonies, relevant misdemeanors, the National and State Sex Offender Public Registry, state child abuse registry and elder abuse registries. Specifically, CONTRACTOR shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the CONTRACTOR shall not permit an employee, Subconsultant (Company/Entity) owned, operated, or managed by, or Subconsultant employee who is a registered sex offender convicted of a sex offense against a minor on real property of the MANAGER's schools in accordance with Iowa Code 692A.113. The CONTRACTOR shall further acknowledge and certify through its execution of this Agreement that services provided under this Agreement comply with Iowa Code 692A.

4. EVENT STAFF RESPONSIBILITIES

CONTRACTOR's personnel shall be responsible for the carrying out of the written Job Site rules, regulations and policies applicable to CONTRACTOR and issued or provided by MANAGER to CONTRACTOR. CONTRACTOR's personnel shall work with and assist the proper local authorities when necessary and appear in court and other proceedings as becomes necessary. MANAGER shall pay the hourly rate of any such CONTRACTOR personnel that attend such proceedings on behalf of or at the request of MANAGER or the proper local authorities, but only if such attendance is required in connection with an Event at the Job Site and if such proceeding does not involve CONTRACTOR liability.

5. EVENT REPORTING TIMES

CONTRACTOR requires time prior to an Event for the briefing and distribution of employees at the Job Site. The following reporting time requirements shall be used:

- a. Where the number of employees needed for an Event is ten (10) or fewer, the reporting time shall be fifteen minutes prior to the time designated by MANAGER for services to begin.
- b. Where the number of employees needed for an Event is more than ten (10) but less than fifty-one (51), the reporting time shall be thirty (30) minutes prior to the time designated by MANAGER for services to begin.
- c. Where the number of employees needed for an Event is fifty-one (51) or more, the reporting time shall be forty-five (45) minutes prior to the time designated by MANAGER for services to begin.

6. PAYMENTS AND TERMS

A. Payment for any Services rendered by CONTRACTOR to MANAGER under this Agreement shall be due and payable no later than thirty-five (35) days from the date that an Invoice for Services is received by MANAGER. An invoice shall be mailed to MANAGER within seven (7) working days after the Services were provided at an Event covered under this Agreement. In no event shall the failure of CONTRACTOR to present a written invoice within seven (7) days of any given Event negate the responsibility of MANAGER to make payment for the Services within the thirty-five (35) day period.

B. All payments made by MANAGER to CONTRACTOR should be remitted as follows:

Contemporary Services Corporation
P.O. Box 527904
Miami, FL 33152-7904

C. If payment is not timely made as provided for above, MANAGER shall pay all collection expenses, including reasonable costs and attorney's fees, regardless of whether or not suit is filed. If payment is not received within thirty-five (35) days of the receipt of an invoice, MANAGER shall pay one and one-half percent (1½%) per month interest as a finance charge on any and all late payments, with such finance charges being added to each subsequent statement.

7. COMPENSATION

A. MANAGER shall pay at the following rates, plus any applicable sales taxes on such services, per employee-hour, with a minimum of four (4) hours per employee (if an employee works in excess of four (4) hours, MANAGER shall pay in fifteen (15) minute increments):

Event Staff	\$30.00
Supervisors	\$33.00

Any applicable sales taxes on such services shall be added to the above rates as applicable and shall be set forth in the invoice presented by the CONTRACTOR to the MANAGER.

B. If State, Federal, local city or county Minimum Wage Standards, applicable Living Wages, governmentally mandated health benefits payments or related levies or taxes or the like are increased or levied, as the case may be, against CONTRACTOR during this Agreement, the rates paid to CONTRACTOR by MANAGER shall be adjusted by any such increase, levy, payments or taxes, times 1.4 to reflect the increase in minimum wages and/or related benefits payments, levies or taxes.

C. If MANAGER requests a specific CONTRACTOR employee or specifies certain acceptable employees who may work an Event or position, MANAGER shall pay the base rate by classification for such employee (e.g., a Supervisor being positioned at a non-Supervisor spot).

D. MANAGER shall pay one and one-half (1-1/2) times the rates for all services provided on the following holidays (except as noted, holidays shall be celebrated on the day observed by the Federal Government):

New Year's Day (January 1)	Labor Day
Martin Luther King's Birthday	Thanksgiving Day
Easter Sunday	Christmas Eve
Memorial Day	Christmas Day (December 25)
Independence Day (July 4)	New Year's Eve

E. If a CONTRACTOR employee works more than forty (40) hours per week for Events covered by this Agreement, the overtime hours shall be paid by MANAGER at one and one half (1 1/2) times the rates or as otherwise required by applicable law.

F. If MANAGER provides CONTRACTOR with Event request and information less than seventy-two (72) hours prior to the Event, MANAGER shall pay one and one-half (1 1/2) times the rates for such personnel needed for the Event. If MANAGER provides CONTRACTOR with Event request and information less than twenty-four (24) hours prior to the Event, MANAGER shall pay two (2) times the rates for such personnel needed for the Event.

8. UNIFORMS AND EQUIPMENT

A. CONTRACTOR'S normal uniform for personnel shall be black slacks and a yellow or gray windbreaker, nylon jacket or golf shirt with the words "Event Staff" printed on the back and the CONTRACTOR's logo and an identifying number on the front. Supervisors' normal attire shall be a shirt or jacket of a different color than other personnel and shall have the word "Supervisor" on the front.

B. If MANAGER requests that CONTRACTOR utilize metal detection wands, MANAGER agrees that the effectiveness of metal detecting wand procedures is that of a visual deterrent in attempting to screen out prohibited metal objects from being brought into the Job Site. CONTRACTOR agrees to implement the requested services so as to maximize the effectiveness as intended. However, CONTRACTOR does not represent that the use of the metal detection wands shall be completely effective against any and all contraband. If CONTRACTOR provides metal detecting wand devices for an Event, there shall be a rental charge of Twenty-Five and 00/100 dollars (\$25.00) per device per Event day. If CONTRACTOR provides two-way radios for an Event, there shall be a rental charge of Fifteen and 00/100 dollars (\$15.00) per radio device per Event day. Any other equipment or supplies MANAGER desires shall be provided by MANAGER or may be purchased or rented by CONTRACTOR with MANAGER providing reimbursement for the cost of the supplies and any related labor cost.

C. MANAGER shall supply CONTRACTOR with a suitable check-in area for employee roll call, and locked storage area for the exclusive use of CONTRACTOR and its employees. However, MANAGER shall not be liable or responsible for any stolen or misplaced items of CONTRACTOR that are put in the storage area.

D. CONTRACTOR's personnel shall be provided parking at the Job Site, or off-Job Site parking with a shuttle service to the Job Site, at no cost to CONTRACTOR or its personnel.

9. EMPLOYMENT OFFERINGS

MANAGER understands the time and expense CONTRACTOR incurs to recruit and train employees and MANAGER, therefore, agrees not to solicit, offer to hire, or hire, CONTRACTOR's employees (defined as anyone employed by CONTRACTOR during this Agreement or within one (1) year prior to such solicitation, offering or hiring, whichever is longer) either during the term of this Agreement or for a period of one (1) year thereafter, without first obtaining the written consent of CONTRACTOR. The parties agree that it would be difficult and impractical to calculate the damage sustained by CONTRACTOR and its operations as a result of violation of this paragraph. Therefore, should MANAGER violate this paragraph, MANAGER agrees to pay twenty (20) percent of the employee's expected first year's gross earnings from MANAGER or five thousand dollars (\$5000.00), whichever is greater, and the reasonable costs and attorney's fees to collect those liquidated damages regardless of whether or not suit is filed.

10. BUSINESS OFFERINGS

MANAGER fully understands the time and expense CONTRACTOR incurs to recruit and train personnel and MANAGER, therefore, agrees not to assist or encourage any of CONTRACTOR's employees (as defined in section 9 above) to start up a business which would provide similar services to MANAGER or to retain or hire any such businesses during the term of this Agreement or for a period of one (1) year thereafter.

11. PERMITS

CONTRACTOR and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for CONTRACTOR's performance hereunder at CONTRACTOR's cost.

12. INSURANCE

A. General Conditions

During this Agreement, without limiting or broadening CONTRACTOR's indemnification obligations, CONTRACTOR shall provide and maintain, at its expense, insurance coverage as follows:

i. Worker's Compensation Insurance as required by applicable federal and state law, including Employer's Liability insurance with a limit of One Million Dollars (\$1,000,000.00).

ii. Comprehensive General Liability insurance with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. The policy shall include coverage of bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), and blanket contractual and products coverage.

iii. Comprehensive Automobile Liability insurance with a limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) per occurrence with respect to CONTRACTOR's owned, hired or non-owned vehicles.

iv. Coverages mentioned in this Paragraph 12(A) maintained by CONTRACTOR shall be primary, and shall be non-contributory with any insurance policies or coverages maintained by MANAGER.

B. Additional CONTRACTOR Conditions

i. CONTRACTOR shall utilize forms and insurers reasonably acceptable to MANAGER, which approval shall not be unreasonably withheld.

ii. Authorized Brokers and Carriers

All required policies of insurance shall be written with carriers authorized to conduct business in the state where services are performed.

iii. Evidence of Insurance

CONTRACTOR shall submit to MANAGER a certificate of insurance upon execution of this Agreement by both parties hereto as evidence that all required insurance policies, conditions and limits are in full force and effect and that MANAGER shall be notified if any changes of consequence to the required coverage occur.

iv. Aggregate Limits/Blanket Coverage

If any of the required insurance coverage contains aggregate limits that apply to other operations of CONTRACTOR not related to this Agreement, CONTRACTOR shall take steps to notify MANAGER of the exhaustion of such aggregate limits.

C. Indemnification

i. CONTRACTOR shall indemnify, defend and hold harmless MANAGER, and its affiliates, agents, directors, officers and employees (collectively the "Indemnified Parties") from and against any liability, cost or expense, including reasonable attorney's fees, arising out of or associated with any claim for damages and/or personal injury, including death therefrom, to any person, or property damage or loss (collectively "Claims"), arising out of the sole negligent conduct or willful misconduct of CONTRACTOR, its employees, agents or officers, in the course of CONTRACTOR's performance under this Agreement. CONTRACTOR shall not indemnify, defend or hold harmless the Indemnified Parties from and against any liability, cost or expense arising out of the negligence or willful misconduct of the Indemnified Parties or the independent acts of third parties not affiliated with CONTRACTOR. Nor shall the foregoing duty of CONTRACTOR to indemnify apply to the following: the physical condition of any premises; the sale of food and/or beverages; the maintenance, service, or inspection of mechanical equipment of any nature, except for equipment provided by CONTRACTOR; any response or lack of response by agencies contacted by the Indemnified Parties or CONTRACTOR; first aid treatment; incidents occurring outside CONTRACTOR's designated area of coverage; the number or placement of CONTRACTOR'S personnel; the actions of Indemnified Parties' personnel or other subcontractors; any emergency plan or order for the carrying out of same. Nothing in this paragraph shall be interpreted to relieve the CONTRACTOR of its obligations to a third party or to indemnify MANAGER in the event that a court finds both parties liable for injuries to a third party and assigns a percentage of "fault" to CONTRACTOR.

ii. To the extent permitted by law, MANAGER shall indemnify, defend and hold harmless CONTRACTOR, its affiliates, agents, directors, officers and employees from and against any liability, cost or expense, including reasonable attorney's fees, arising out of or associated with any claim for damages and/or personal injury, including death there from, to any person, or property damage or loss, arising out of: the sole negligent conduct or willful misconduct of MANAGER or its officers, employees, affiliates and agents in the course of performance of this Agreement; MANAGER's exercising of its discretion as to the number of CONTRACTOR's personnel; the physical condition of any premises; the sale of food and/or beverages; and, the maintenance, service, or inspection of mechanical equipment of any nature, except for equipment provided by CONTRACTOR. MANAGER shall not indemnify, defend or hold harmless CONTRACTOR, its agents, officers or employees from and against any liability, cost or expense arising out of the negligence or willful misconduct of CONTRACTOR, its agents, officers or employees, or the independent acts of third parties not affiliated with MANAGER. Nothing in this paragraph shall be interpreted to relieve the MANAGER of its obligations to a third party or to indemnify CONTRACTOR in the event that a court finds both parties liable for injuries to a third party and assigns a percentage of "fault" to MANAGER.

13. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any claim under any provision of law from arising against any of MANAGER's property and against CONTRACTOR's rights to payments hereunder. CONTRACTOR shall pay all amounts due under the applicable Unemployment Insurance Act with respect to such labor. CONTRACTOR shall immediately perform all necessary steps to pay and release any claim against any of the aforementioned property.

14. INDEPENDENT CONTRACTOR STATUS

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between MANAGER and CONTRACTOR, but is instead intended to

create an Independent Contractor relationship. All CONTRACTOR personnel furnishing services pursuant to this Agreement are for all purposes, including Worker's Compensation liability, employees solely of CONTRACTOR and not of MANAGER.

15. SPECIAL PANDEMIC CIRCUMSTANCES

On March 17, 2020, Governor Reynolds declared a public health emergency due to the COVID-19 pandemic. CONTRACTOR is aware of the COVID-19 pandemic and related state and federal governmental orders, directives and guidelines (collectively "Directives") including, but not limited to, Directives concerning frequent handwashing, social distancing, cleaning, and use of face masks or other personal protective equipment ("PPE"). CONTRACTOR agrees to follow all applicable Directives in its operations, including, but not limited to, the following:

- a. Excluding persons who CONTRACTOR is on notice to have COVID-19, have been exposed to COVID-19, or have symptoms of COVID-19, from working at the Job Site.
- b. Maintaining social distancing protocols and utilizing appropriate PPE where feasible.
- c. Ensuring CONTRACTOR staff and attendees wash hands frequently and instructing them to cover coughs and sneezes.
- d. CONTRACTOR and MANAGER agree to immediately notify each other upon discovery of any confirmed or suspected case of COVID-19 amongst CONTRACTOR staff or MANAGER staff.
- e. CONTRACTOR agrees that it is providing services in MANAGER facilities with knowledge of the danger posed by the COVID-19 pandemic and agrees to assume any and all risks of bodily injury or death, whether those risks are known or unknown, for CONTRACTOR staff, except to the extent of MANAGER's gross negligence and/or willful misconduct.
- f. MANAGER reserves the right to close its facilities at its sole discretion in response to a Directive, due to a suspected COVID-19 outbreak, or at any other time to facilitate cleaning or other necessary mitigation measures, and discontinue services and payments of this contract for the period of closure. MANAGER shall not be considered in breach of the Agreement and shall not be responsible for any damages incurred by CONTRACTOR as a result of any such closure or mitigation activities.

16. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

This Agreement shall bind and benefit the parties and their respective heirs, representatives, successors and assigns. However, this Agreement shall not be assigned or otherwise transferred by either party hereunder without the prior written consent of the other party, whose consent may not be unreasonably withheld.

17. NOTICES

Any notice or other communication given hereunder or in connection herewith shall be sufficiently given if in writing and (a) sent by certified mail or overnight courier, postage or delivery costs prepaid and return receipt requested, (b) sent by facsimile transmission, or (c) delivered personally, to the parties hereto at the following addresses or to such addresses as the parties may from time to time provide in accordance herewith:

MANAGER: Dallas Center – Grimes Community School District
2555 W. 1st Street
Grimes, IA 50111
Attn: Brent Buttjer

CONTRACTOR: Contemporary Services Corporation
17101 Superior Street
Northridge, California 91325
Attn: Legal Department

Such notice shall be deemed given on the date on which personally served or, if by mail, on the third (3rd) day after being posted or on the date of actual receipt, whichever is earlier, or if by facsimile transaction with confirmation of receipt, one (1) business day after sent or the time of actual receipt, whichever is earlier.

18. SAFETY ACT PROVISIONS

A. CONTRACTOR and MANAGER agree and acknowledge that if CONTRACTOR will not be the sole provider of crowd management services at facilities for this Agreement, CONTRACTOR and MANAGER agree

and acknowledge that CONTRACTOR is not responsible for any claims, losses, damages or liability as a result of the acts or omissions of other third party providers, not affiliated with CONTRACTOR.

B. CONTRACTOR and MANAGER agree and acknowledge that any protections afforded under the Homeland Security Act of 2002, pertaining to any approvals granted to any CONTRACTOR Qualified Anti-Terrorism Technologies (QATT) under the “Support Anti-Terrorism by Fostering Effective Technologies Act”, shall only apply when CONTRACTOR’s methods and practices as evaluated by the Department of Homeland Security for the applicable CONTRACTOR QATT are fully implemented. Any deviation from CONTRACTOR’s method and practices for its QATT may nullify and erase the protections afforded under any CONTRACTOR SAFETY Act approvals.

19. RECIPROCAL WAIVER OF CLAIMS – QUALIFIED ANTI-TERRORISM TECHNOLOGY

(This clause applies only if this Agreement involves the manufacture, sale, use or operation of a CONTRACTOR Qualified Anti-Terrorism Technology(ies), as defined in accordance with this article.)

- (a) This Agreement involves the manufacture, sale, use, or operation of a Qualified Anti-Terrorism Technology(ies), and CONTRACTOR is either MANAGER’s: (i) contractor, (ii) subcontractor, (iii) supplier, or (iv) vendor, of or for such technologies.
- (b) Pursuant to 6 U.S.C. §443(b) of the SAFETY Act and 6 C.F.R. §25.5(e), under this Reciprocal Waiver of Claims, each Party shall be responsible for Losses, including business interruption losses, that such Party sustains (and for Losses that its employees sustain) resulting from an activity resulting from an Act of Terrorism when the Qualified Anti-Terrorism Technology(ies) has been deployed in defense against or response to or recovery from such Act of Terrorism.
- (c) “Act of Terrorism,” “Loss,” “Qualified Anti-Terrorism Technology,” and “Reciprocal Waiver of Claims,” are defined in 6 U.S.C. §§443-444.

20. TERM AND TERMINATION

A. The term of this Agreement shall commence at the beginning of the day on July 1, 2025, and terminate at the end of the day on June 30, 2026. Upon written notification thirty (30) days prior to the expiration of the initial term or any renewal term hereafter, MANAGER may exercise an option to extend this Agreement for a total of two (2), one-year periods with all conditions of this Agreement remaining the same except that MANAGER and CONTRACTOR shall mutually agree upon the compensation for the upcoming term prior to the commencement thereof.

B. Should either party be in material default under the terms of this Agreement, the non-defaulting party shall provide written notice of the default except in the case of default by the MANAGER resulting from a failure to make payment to the CONTRACTOR for Services pursuant to Paragraph 6 above. The defaulting party shall have thirty (30) days to cure or take reasonable steps to begin to cure, depending on the circumstances, the default. However, where such default is a result of a failure of the MANAGER to remit payment for Services under Paragraph 6 herein, no cure period shall be granted, the MANAGER shall be considered in default under this Agreement, and payment for such Service shall remain due and immediately payable. Should the defaulting party fail to meet the foregoing requirements, the non-defaulting party may terminate this Agreement immediately upon delivery of written notice of termination to the other party.

21. INTEGRATED AGREEMENT

A. This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only in writing, signed by persons authorized to bind the parties thereto.

B. For the convenience of the parties, this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

22. BREACH

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant or agreement set forth herein, or should any representation made by either party be untrue, any aggrieved party may avail itself of all rights and remedies, in law or equity, in the courts of law. Said rights and remedies are cumulative of those

provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

23. APPLICABLE LAW, INTERPRETATION AND SEVERABILITY

A. Each party's performance hereunder shall comply with all applicable federal, state and local laws. This Agreement shall be enforced and interpreted under the laws of the state of Iowa, and any dispute arising therefrom shall be tried in the Iowa District Court for Polk County or the Iowa District Court for the Southern District of Iowa, Central Division. Should any part, term or provision of this Agreement be held void, illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts or provisions of this Agreement shall not be affected thereby.

B. Section headings contained herein are solely for the purpose of aiding in the speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement. Accordingly, in case of any question with respect to the construction of this Agreement, it is to be construed as if such section headings had been omitted.

C. This Agreement has been negotiated at arm's length between the parties hereto, both of which are sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require any ambiguities in this Agreement to be interpreted against the party that drafted it, is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to give effect to the purpose and intent of the parties.

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24. ATTORNEY'S FEES

Should either party commence any legal action or proceeding in order to enforce or interpret any term or provision of this Agreement, the prevailing party shall recover its reasonable costs and attorney's fees.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by their authorized representative.

MANAGER: DALLAS CENTER – GRIMES COMMUNITY SCHOOL DISTRICT

Date: _____

By: _____

Print Name: _____

Title: _____

CONTRACTOR: CONTEMPORARY SERVICES CORPORATION

Date: _____

By: _____

Print Name: _____

Title: _____