



Security Services Agreement

This Agreement is between the Wisconsin Jewish Security Network, a program supported by Milwaukee Jewish Federation, (“WJSN”), and _____, a Wisconsin nonprofit corporation (the “Synagogue or Agency”) for the performance of the services described herein. WJSN and the Synagogue or agency will each be referred to as a Party and together as the Parties. The Parties agree as follows:

1. Definitions. As used herein and throughout this Agreement:

1.1. *Agreement* means the entire contents of this document, together with any exhibits or attachments hereto.

1.2. *Initial Security Site Assessment* means a WJSN approved security site assessment of Synagogue’s building and campus conducted after July 1st, 2022.

1.3. *Follow Up Security Site Assessments* means a WJSN approved security site assessment of Synagogue’s building and campus conducted three to five years after the Initial Security Site Assessment and every three to five years thereafter.

1.4. *Security Guards* means armed security guards that meet the following requirements:

1.4.1. The Security Guards are employees (*i.e.*, not independent contractors) of a security company;

1.4.2. The Security Guards are (a) off-duty law enforcement officers; (b) retired law enforcement officers that are retired in good standing; (c) military personnel with HR218 status; or (d) retired military personnel with HR218 status; and

1.4.3. The security company which employs the Security Guards maintains
(a) general liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate and (b) umbrella policy with \$5,000,000 limits and will provide the Synagogue and WJSN with a certificate of insurance documenting same.

1.5. *Term* means July 1, 2025, through April 30, 2026.

2. WJSN's Funding and Consultation Services.

2.1. WJSN award each Synagogue for Security Guards hired between July 1, 2025, and April 30, 2026, for: (a) the High Holy Days, (b) Shabbat, (c) during Synagogue's religious school classes, and/or (d) Special Events (e) any event /gathering located at the Synagogue / agency (collectively the "Approved Purposes") up to \$5,000 for all Statewide Synagogues (the "Funding"). WJSN is not promising that the Funding will be sufficient to meet Synagogue's needs for professional, armed security guards.

3. Synagogue Eligibility, Application, and Requirements.

3.1. Synagogue will be eligible to apply for Funding if it does all the following:

3.1.1. Allows WJSN to conduct an Initial Security Site Assessment or provide a copy of assessment completed after July 1st, 2022, and Follow Up Security Site Assessments. Synagogue will not be charged for the Initial Security Site Assessment and Follow Up Security Site Assessments.

3.1.2. Provides WJSN with current contact information for two individuals that will serve as security contacts for synagogue / agency. (I.e., Rabbi, Executive director, President) these individuals agree to receive non-emergency and emergency security-related text and email communications from WJSN.

3.1.3. Provides floor plans of Synagogue's location(s) to WJSN and authorizes WJSN to share same with law enforcement officers in the city, town, or village in which the Synagogue is located.

3.1.4. Provides proof of, at a minimum, general liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate and (b) an umbrella policy with \$5,000,000 limits, with MJF and WJSN named as additional insured.

3.1.5. Opt-in at Synagogues or agencies discretion for a cyber security program if one is developed. Synagogue will not be charged to participate in the WJSN cyber security program.

3.2. Synagogue must apply for the Funding by July 31st, 2025, by emailing the following documents to Wendy Zeller at WendyZ@MilwaukeeJewish.org: (a) this agreement signed by an authorized representative of Synagogue, (b) a completed Grant Request Form in the form of Exhibit A, and (c) documentation that WJSN has been added as an additional insured to the Synagogue's insurance policies. WJSN will notify Synagogue whether

it has been approved for Funding within ten (10) days of the date Synagogue emailed the documents listed above.

3.3. Throughout the Term of this Agreement, Synagogue will maintain, at its expense, adequate liability insurance coverage for its facilities, including at a minimum: (a) general liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate and (b) an umbrella policy with \$5,000,000 limits. Synagogue will provide WJSN with a certificate of insurance evidencing the required insurance coverage and naming WJSN and MJF as additional insured. The insurance policy must provide for notification to WJSN, at least thirty (30) days in advance and in writing, if an event of cancellation or a material change in Synagogue's insurance policy occurs.

3.4. If Synagogue is approved for the Funding, it must hire and pay Security Guards for the Approved Purposes and provide reporting of the security services they use. The reports must be completed by December 31, 2025, and May 31, 2026. WJSN will disburse the Funding in early September 2025 and January 2026 only if the proper reporting forms are returned by their designated deadlines. In addition to these reports, Synagogues must provide copies of their paid security invoices as proof of fund use.

4. Indemnity; Liability; Warranties.

4.1. WJSN is providing the Initial Security Site Assessment, Follow Up Security Site Assessments, and the Training to generally assist Synagogue and to help WJSN gather information about security threats in Wisconsin Jewish communities. WJSN does not represent that the Initial Security Site Assessment, Follow Up Security Site Assessments, and/or the Training are sufficient for Synagogue or tailored to Synagogue's individual needs. Synagogue acknowledges that it alone must evaluate recommendations in the Initial Security Site Assessment and Follow Up Security Site Assessments. WJSN will *not* pay for Synagogue to implement recommendations in the Initial Security Site Assessment and/or Follow Up Security Site Assessments. Moreover, if Synagogue implements any recommendations made in the Initial Security Site Assessment and/or Follow Up Security Site Assessments, that is not a guarantee of the Synagogue's improved safety.

4.2. Synagogue's receipt of the Funding is not a guarantee, nor WJSN's promise, that Synagogue's facility, users, visitors, guests and/or invitees will be safer, invulnerable, or protected from successful penetration, attack or other act which could cause damage to property or injury or death to people. Accordingly, WJSN and its officers, directors, employees, agents, and representatives are not liable if the Funding or Security Guard services are insufficient, inadequate, or unsatisfactory.

4.3. Synagogue agrees to indemnify, defend, and hold harmless WJSN, the Jewish Community Foundation, and their affiliates and successors and respective directors, officers, employees, agents, and controlling persons from all damages, liabilities, costs, losses, and/or expenses, including without limitation actual legal fees, arising out of any claim, demand, or action by a third party arising out of:

4.3.1. Any breach of Synagogue's responsibilities or obligations, representations, or warranties under this Agreement;

4.3.2. Synagogue's acceptance and use of the Funding;

4.3.3. Synagogue's participation or refusal to participate in the Initial Security Site Assessment, Follow Up Security Site Assessments, and/or Training;

4.3.4. Synagogue's hiring and use of Security Guards at Synagogue's building, campus, and any other location that Synagogue owns, manages, or controls.

4.3.5. The Funding, Security Guard services, Initial Security Site Assessment, Follow Up Security Site Assessments, and/or Training including without limitation if Synagogue and/or a third party deems same insufficient, inadequate, unsatisfactory, or ineffective.

4.4. WJSN MAKES NO WARRANTY WHATSOEVER REGARDING THE FUNDING, INITIAL SECURITY SITE ASSESSMENT, FOLLOW UP SECURITY SITE ASSESSMENTS, TRAINING, OR ANY OTHER SERVICES PROVIDED IN CONNECTION TO THIS AGREEMENT IF ANY. WJSN SPECIFICALLY DISCLAIMS: (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SYNAGOGUE ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY WJSN, OR ANY OTHER PERSON OR ENTITY ON WJSN'S BEHALF.

4.5. NOTWITHSTANDING ANYTHING TO THE CONTRARY STATED HEREIN, NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR LOST REVENUES) OF THE OTHER PARTY, ITS SUCCESSORS, ASSIGNS OR THEIR RESPECTIVE AFFILIATES, AS A RESULT OF OR ARISING FROM THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY, OR OTHERWISE.

4.6. The provisions of Section 4 shall survive the termination of this Agreement.

5. Confidentiality. The Parties agree that they will keep confidential, and require their officers, directors, employees, agents and representatives, to keep confidential and not disclose such information to any third party, private or proprietary information, including donor lists, which may become available to the Party or Parties as a result of this Agreement.

6. Term and Termination.

6.1. Term. The initial term of this Agreement shall be July 1, 2025, through April 30, 2026 (the "Initial Term").

6.2. This Agreement may be terminated by the mutual agreement of the Parties, or if any Party breaches any of its material responsibilities or obligations under this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach.

6.3. Upon expiration or termination of this Agreement: (a) each Party shall return or, at the disclosing Party's request, destroy the Confidential Information of the other Party, and (b) other than as provided herein, all rights and obligations of each Party under this Agreement, exclusive of the Services, shall survive.

7. Headings. The numbering and captions of the various sections are for convenience and reference only and shall not affect the scope, meaning, or intent of the provisions of this Agreement, nor shall such headings otherwise be given any legal effect.

8. Governing Law. The formation, construction, performance, and enforcement of this Agreement shall be in accordance with the laws of the state of Wisconsin. In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve any dispute by negotiation between the parties. If they are unable to resolve the dispute, either party may commence litigation in the state of Wisconsin. The prevailing party in any dispute resolved through litigation shall be entitled to recover its attorneys' fees and costs. In all other circumstances, the parties specifically consent to jurisdiction of the local, state, and federal courts located in the state of Wisconsin. The parties hereby waive any jurisdiction or venue defenses available to them.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other

means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

10. Further Assurances. Each of the Parties hereto shall execute and deliver, at the reasonable request of the other Party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other Party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.
11. Modifications. This Agreement may be modified by the Parties. Any modification of this Agreement must be in writing. Failure by either Party to enforce any right or seek to remedy any breach under this Agreement shall not be construed as a waiver of such rights nor shall a waiver by either Party of default in one or more instances be construed as constituting a continuing waiver or as a waiver of any other breach.
12. Notices. All notices to be given related to this Agreement shall be transmitted in writing either by electronic mail or by certified mail (return receipt requested) and shall be sent to the addresses identified below unless notification of change of address is given in writing. Notice shall be effective upon sending.
13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect and the invalid or unenforceable provision shall be replaced by a valid or enforceable provision.
14. Integration. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter.
15. Availability of other Grant Funds. If your organization or synagogue has access to other grant funding—including, but not limited to, NSGP or Tepper funds—it is expected that those funds will be used first before requesting disbursement from the WJSN SSGG. While you must still apply for SSGG support by the stated deadline, please note that SSGG funds will not be released until all other applicable grant funds have been fully utilized. Once those resources are exhausted, you may contact us to initiate disbursement.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Services Agreement as of the date both Parties execute this Agreement.

[SYNAGOGUE/SYNAGOGUE]

By: _____

Name: _____

Title: _____

ADDRESSES FOR NOTICE

Physical address: _____

Email address: _____

WISCONSIN JEWISH SECURITY NETWORK

By: _____

Name: _____

Title: _____

And by: _____

Name: _____

Title: _____

ADDRESSES FOR NOTICE

Physical address: 1360 N. Prospect Avenue Milwaukee, WI 53202

Email address: WendyZ@milwaukeejewish.org