

SECURITY VULNERABILITY ASSESSMENT AGREEMENT
tailored to certain NYS & US security grant programs

This AGREEMENT (“Agreement”) entered into as of the last dated signature set forth below by and among Jewish Community Relations Council of New York (“JCRC-NY”), 225 West 34th St., Ste. 1607, NY, NY 10122; _____ (“Organization”) at _____ and Global Security Risk Management LLC (“GSRM”), 232 School Road East, Marlboro, NJ 07746.

WITNESSETH

WHEREAS, JCRC-NY wishes to assist local area Jewish synagogues with preschools/daycares and Jewish schools in the New York metropolitan area with funding to obtain a security vulnerability survey for use in applying for the NYS DHSES *Securing Communities Against Hate Crimes* grant program and the U.S.DHS *Nonprofit Security Grant Program*; and

WHEREAS, the Organization wishes to have its site(s) assessed for the purpose of identifying reasonable security vulnerabilities with suggested recommendations for limiting such vulnerabilities; and

WHEREAS, GSRM has the requisite experience and expertise to provide the required services and is willing to perform the services for the Organization under the terms and conditions set forth herein;

NOW, therefore, the parties hereto agree as follows:

1. **Term of Agreement.** The term of this Agreement shall begin on the date of the last signature to appear on this Agreement and end on June 30, 2019.
2. **GSRM Responsibilities.**
 - A. GSRM will schedule the vulnerability assessment with the Organization.
 - B. GSRM will provide Organization with a vulnerability assessment (“Assessment”) of its site(s). The purpose of the Assessment is to identify reasonable security and safety vulnerabilities that could contribute to the location being chosen as a terrorist’s target, to recommend mitigating security controls and to provide suggestions for ways to prepare to limit casualties and loss of life should an event occur.
 - C. The Assessment will consist of: reviewing the Organization’s answers to the Checklist form (see section 3 below); reviewing the Organization’s structure; identifying

potential vulnerabilities; interviewing staff; determining if any threats presently exist; recommending mitigation controls and preparing a written report. The Assessment will address the requirements of the NYS's *Securing Communities Against Hate Crimes* grant program due no later than December 19, 2018 and the federal *Nonprofit Security Grant Program* administered by the Federal Emergency Management Agency's (FEMA) Urban Areas Security Initiative (UASI), but will exclude non-related security issues and concerns.

D. GSRM shall send an initial written report to the Organization and JCRC-NY in early December 2018 in time for the Organization to finish applying for the December 19th deadline of the NYS's *Securing Communities Against Hate Crimes* grant. In early 2019 GSRM will send a supplemental report covering target-hardening items which will be eligible for the federal *Nonprofit Security Grant Program* to be announced sometime in Spring 2019.

E. GSRM shall send an invoice to JCRC-NY for said services. GSRM shall promptly notify JCRC-NY of any issues or concerns which may adversely impact on the timely completion of the Assessment as well as any other related matters.

3. Organization Responsibilities.

A. The Organization shall: obtain the required insurance set forth in section 6; sign/type this Agreement; and complete the Checklist form all of which shall be sent to JCRC-NY as soon as possible by electronic means.

B. The Organization will provide GSRM with full access to its site and the appropriate senior staff for at least three (3) hours of in-person, telephonic and/or by email discussion for the purposes identified above. The Organization further agrees to provide GSRM with any and all data and documentation necessary to conduct the Assessment.

C. The Organization shall promptly notify JCRC-NY of any issues or concerns which may adversely impact on the timely completion of the Assessment as well as any other related matters.

4. JCRC-NY Responsibilities.

A. JCRC-NY will assist the Organization and GSRM by: assessing the Organization's eligibility for the two programs, certifying that the Organization has completed all requirements set forth in section 3 A; and facilitating the scheduling and assuring the completion of the Assessment in a timely manner.

B. JCRC-NY will pay GSRM up to Twenty Five Hundred Dollars (\$2,500.00) for the completion of the Assessment upon receiving a copy of the written report and an invoice for the services set forth in section 2 within thirty (30) days of receipt. The payment will be by check payable to Global Security Risk Management LLC and sent to: Global Security Risk Management LLC, Attention Paul DeMatteis, 232 School Road East, Marlboro, NJ 07746.

C. JCRC-NY's representative for this Agreement is David Pollock, Assoc. Exec. Director & Director of Security. JCRC-NY may share said report with persons involved and interested in Jewish security matters

5. Indemnification. To the fullest extent allowed by law, the Organization shall protect, indemnify and hold harmless GSRM and JCRC-NY from and against any and all liability, but not limited to attorney's fees, claims, suits, actions, costs, damages and judgments of every kind and nature, including third party claims to which GSRM and JCRC-NY may be subjected by reason of injury to person or property, or wrongful death, as may result from any act, omission or carelessness of the Organization in connection with this Agreement, whether or not such injury, death, loss or damage results from the partial or sole negligence of GSRM or JCRC-NY.

6. Insurance. Organization agrees that, to the limits of its insurance coverage, it will include GSRM and JCRC-NY as additionally named insureds on its policies, including but not limited to, terrorism coverage if available and will send a Certificate of Insurance which evidences such coverage to JCRC-NY and GSRM.

7. Limitation of Action. No action at law or equity shall be maintained against GSRM or JCRC-NY by the Organization on any claim based upon or arising out of this Agreement, or out of anything done in connection with this Agreement, unless such action shall be commenced within six (6) months after submission of the written Assessment, the end of the term of this Agreement whichever date shall occur first.

8. Relationship between the Parties. GSRM is an independent contractor and not the agent or employee of the Organization nor of JCRC-NY. Nothing in this Agreement shall be deemed to make the Organization, GSRM or JCRC-NY partners or to create a relation of principal and agent between them, nor shall either party be bound by any representation, act or omission of the other made contrary to the provisions of this Agreement.

9. Disclaimer. GSRM assumes no responsibility for errors or omissions in the content of the Assessment. The Organization acknowledges that the Assessment will not prevent a terrorist attack or other security or safety breach at the site or prevent damage, casualties or loss of life should an event occur. Organization further acknowledges that the Assessment in no way involves any determination or opinion by GSRM on the structural integrity of the site(s). GSRM makes no warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement, with respect to the Assessment, or that it will be suitable for the Organization's purposes or needs. GSRM further does not warrant the accuracy or completeness of the information, text or other items contained within the Assessment report. GSRM shall not be liable for any special, indirect, incidental, or consequential damages which may result from the use of the Assessment.

10. Modification. The terms of this Agreement (including any extensions of time for completing the Assessment and written report) may only be modified by a written instrument executed by all parties hereto.

11. Merger and Choice of Law. This Agreement, together with its attachment, embodies the entire agreement of the parties, and no other prior or contemporaneous agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto, or to vary any of the terms contained herein. This Agreement shall be governed and construed in accordance with the laws of the State of New York.

WHEREAS, the authorized signers hereby bind their respective entities to this Agreement by typing their names, titles and date

Global Security Risk Management LLC

By: _____
Name & Title

By: Paul DeMatteis
Principal

Date: _____

Date: _____

Jewish Community Relations
Council of New York, Inc.

By: Marcia R. Eisenberg
General Counsel

Date: _____