

**JCP Inc. and Related Entities**  
**Statement of Financial Position - Accrual Basis**  
**As of October 31, 2021**

	Unaudited and Preliminary			
	Combined	Federation	Foundation	JCP
<b>Assets</b>				
<i>Cash and Equivalents</i>	23,150,699	1,727,693	21,308,975	114,031
<i>Pledges Receivable, net of allowances</i>	4,994,517	3,563,017	1,431,500	-
<i>Prepaid Expenses</i>	25,705	4,088	21,617	-
<i>Property and Equipment, net of depreciation</i>	291,404	238,888	52,516	-
<i>Investments</i>	125,210,026	22,490,916	102,719,110	-
<b>Total Assets</b>	<b>153,672,351</b>	<b>28,024,602</b>	<b>125,533,718</b>	<b>114,031</b>
<b>Liabilities and Equity</b>				
<i>Accounts Payable</i>	28,962	25,034		3,928
<i>Allocations Payable</i>	1,919,393	1,908,923	10,470	
<i>SBA PPP Loans Eligible for Forgiveness</i>	-	-	-	-
<i>Assets Held For Participating Agencies</i>	16,107,939	-	16,107,939	-
<i>Due To/From Affilites</i>	-	(396,434)	286,331	110,103
<b>Net Assets - Equity</b>	<b>135,633,056</b>	<b>26,504,078</b>	<b>109,128,978</b>	
<b>Total Liabilities and Equity</b>	<b>153,689,350</b>	<b>28,041,601</b>	<b>125,533,718</b>	<b>114,031</b>

Analysis of Total Asset Growth	Total Assets	Cumulative Growth	From Investment Strategy	From All Other Factors
Current Reporting Period YTD - 10.31.2021	<b>153,672,351</b>	<b>68,601,890</b>	<b>45,081,061</b>	<b>23,520,829</b>
As of June 30, 2021	143,089,541	58,019,080		
As of June 30, 2020	112,320,159	27,249,698		
As of June 30, 2019	105,421,720	20,351,259		
As of June 30, 2018	103,531,157	18,460,696		
As of June 30, 2017	96,897,859	11,827,398		
As of June 30, 2016	85,070,461	N/A		

JCP FY 2021-2022 (FEDERATION)  
Administration and Fundraising Budget (Detail)

----- FEDERATION -----

		2020-2021 Budget	2020-2021 Actual (Unaudited)	2021-22 Budget Annual	2021-22 Budget YTD	2021-2022 Preliminary As of 10.31.2021	
<b>INCOME</b>							
Unrestricted Campaign Grant for Admin & Fundraising	N/A	450,000	450,000	500,000	166,667	166,667	
Unrestricted Campaign Grant for Programming	N/A	460,000	460,000	636,958	212,319	212,319	
SBA PPP Loan Forgiveness			-	57,000	19,000	19,000	
Lemsky Admin fee	10-3005	108,642	108,642	130,756	43,585	43,585	
Operating Endowment Fee	10-3005	90,535	90,535	108,963	36,321	36,321	
Corporate Sponsorship	10-3011	40,000	36,500	40,000	13,333	-	Cash Collected
Tributes	10-3111	6,500	8,291	5,000	1,667	1,131	Cash Collected
Event Income (Non-YAD) - A Taste of Israel	10-3132	30,000	6,272	30,000	10,000	-	
Miscellaneous Income (e.g. Donations, reimbursements, etc.)	10-3312	11,300	11,373	7,500	2,500	4,024	
Special funding - Yom Hashoah Program	10-3313	-	3,000	-	-	-	
YAD Event Income	32-3321	-	550	-	-	-	
Grinspoon Grant for PJ staff	???	1,200	-	1,200	400	-	
Meals Program Administrative Management Fee	10-3221	5,000	5,000	5,000	1,667	1,667	
Scholarship-Management fee	10-3219	1,000	1,000	1,000	333	333	
Hillel Management Fee	10-3220	15,000	15,000	15,000	5,000	5,000	
WAFJFS Endowment Marketing Fee	10-	15,000	15,000	15,000	5,000	5,000	
Prior Year Surplus	N/A	44,375	44,375	-	-	-	
Wish List Gift (2019) Community Wide Professional Development		-	-	10,000	3,333	3,333	
<b>TOTAL REVENUE</b>		<b>1,278,552</b>	<b>1,255,538</b>	<b>1,563,377</b>	<b>521,126</b>	<b>495,047</b>	
<b>Personnel</b>							
Salaries	10-5011	706,488	654,367	914,714	304,905	252,410	
Federal and State Payroll Taxes	10-5013	56,003	43,440	70,433	23,478	18,165	
Medical,Dental,Disability,Life Ins (Assumes 10% Increase)	10-5111	59,773	49,225	64,707	21,569	12,342	
Pension Plan	10-5112	37,210	34,963	39,779	13,260	12,445	
		<b>859,474</b>	<b>781,995</b>	<b>1,089,633</b>	<b>363,211</b>	<b>295,362</b>	
<b>PROFESSIONAL DEVELOPMENT</b>							
Conferences and Meetings	10-5411	10,000	624	15,000	5,000	396	
<b>SUPPLIES AND PRINTING</b>							
Office Supplies & General Printing (Letterhead, envelopes, etc.)	10-5211	11,000	8,731	11,000	3,667	4,867	
Computer Maintenance	10-5214	2,750	5,521	2,750	917	2,736	
JFNA CRM Fees		11,000	28,757	11,000	3,667	-	
Software Licenses & Outsourced Report Writing	10-5212	12,500	9,758	12,500	4,167	11,880	
Printer Contracts, monthly fees& Maintenance	10-5213	5,800	7,524	5,800	1,933	2,637	
		<b>43,050</b>	<b>60,291</b>	<b>43,050</b>	<b>14,350</b>	<b>22,120</b>	
<b>OCCUPANCY</b>							
MJCC Occupancy	10-5311	52,000	50,224	52,000	17,333	16,736	
Insurance	10-5312	9,300	9,068	9,300	3,100	3,392	
Controlled Access fees and maintenance	10-5510	1,050	585	1,050	350	-	
		<b>62,350</b>	<b>59,877</b>	<b>62,350</b>	<b>20,783</b>	<b>20,128</b>	
<b>TELEPHONE, POSTAGE, INTERNET (65/35)</b>							
Telephone	10-5511	3,500	3,310	3,500	1,167	839	
Postage	10-5512	6,200	8,718	6,200	2,067	1,000	
Internet & Website	10-5519	5,500	3,089	5,500	1,833	-	
		<b>15,200</b>	<b>15,117</b>	<b>15,200</b>	<b>5,067</b>	<b>1,839</b>	
<b>Marketing (General Branding)</b>							
Advertising	10-5414	5,000	3,606	5,000	1,667	2,108	
Annual Report (including design, printing and mailing)	10-5612	7,500	10,000	7,500	2,500	-	
2 Newsletters (including design, printing and mailing)	10-5417	4,500	2,049	4,500	1,500	-	
Marketing Retainers	10-5413	24,400	30,000	30,000	10,000	11,950	
JFS Marketing	10-6019	-	-	15,000	5,000	-	
		<b>41,400</b>	<b>45,655</b>	<b>62,000</b>	<b>20,667</b>	<b>14,058</b>	
<b>Fundraising / Campaign/LOJ/Super Sunday/ETC</b>	15-XXXX	<b>65,800</b>	<b>77,537</b>	<b>65,800</b>	<b>21,933</b>	<b>26,062</b>	
<b>FedLed and all related costs including marketing, printing, etc.</b>							
Engagement Programming	32-6103	2,500	8,229	2,500	833	1,633	
		<b>2,500</b>	<b>8,229</b>	<b>2,500</b>	<b>833</b>	<b>1,633</b>	
<b>Programming and Community Impact (includes marketing)</b>							
Costs for Administering Grants (copying, meeting expense - i.e., Food)	37-6200	1,000	-	1,000	333	-	
Task Forces (Senior Services, Teen Professionals, Special Needs ,etc.)	37-6201	1,000	-	1,000	333	-	
Lion of Judah (Programming)		-	-	8,323	2,774	2,774	
Holocaust Remembrance	37-6202	7,500	11,779	13,324	4,441	-	
Newcomers	37-6203	2,000	(800)	2,000	667	531	
Israel Advocacy (mostly marketing and possibly a program)	37-6204	2,000	1,552	2,000	667	-	
CRC - dues for Israel Action Network, JCPA, interfaith activities, etc.	37-5635	5,000	21	5,000	1,667	-	
General Program expense	37-6205	7,500	12,093	7,500	2,500	6,231	
Leadership Development	37-????	-	-	10,000	3,333	2,859	
Isolated Seniors Program	37-4521	11,000	10,626	11,000	3,667	3,409	
A Taste of Israel	37-6211	35,000	19,062	35,000	11,667	574	
		<b>72,000</b>	<b>54,333</b>	<b>96,147</b>	<b>32,049</b>	<b>16,378</b>	
<b>Leadership Development (including General Assembly )</b>	10-5622	<b>2,000</b>	<b>6,178</b>	<b>15,000</b>	<b>5,000</b>	<b>-</b>	
<b>OTHER EXPENSE</b>							
Annual Meeting	10-5611	1,500	2,760	1,500	500	164	
Auditing	10-5613	21,000	24,514	21,000	7,000	-	
Dues and Subscriptions	10-5619	2,000	823	2,000	667	363	
Capital Reserve/Community Ed	10-5630	10,000	-	10,000	3,333	-	
Bank Fees/Credit Card	10-5513	14,000	10,055	14,000	4,667	2,055	
Miscellaneous	10-5627	2,000	332	2,000	667	104	
Endowment Support	10-5633	4,500	8,151	4,500	1,500	2,717	
Office Enhancements	10-5317	2,500	-	2,500	833	-	
Worker's Compensation	10-5015	2,500	2,006	2,300	767	711	
WTD / Contract Acctg / Retirement Plan Services	10-5016	18,000	19,652	19,000	6,333	6,609	
Recruiting	10-5412	-	9,439	-	-	-	
Community Participation and Outreach (Tables, Ads, Etc)	10-5520	7,500	2,572	7,500	2,500	3,150	
		<b>85,500</b>	<b>80,304</b>	<b>86,300</b>	<b>28,767</b>	<b>15,873</b>	
<b>TOTAL ADMINISTRATIVE EXPENSES</b>		<b>1,259,274</b>	<b>1,190,140</b>	<b>1,552,980</b>	<b>517,660</b>	<b>413,849</b>	
<b>Net Surplus/(Deficit)</b>		<b>19,278</b>	<b>65,398</b>	<b>10,397</b>	<b>3,466</b>	<b>81,198</b>	

JCP FY 2021-2022 (FOUNDATION)  
Administration and Fundraising Budget (Detail)

	2020-2021 Budget	2020-2021 Actual (Unaudited)	2021-2022 Budget	2021-2022 Budget YTD	2021-22 Preliminary As of 10.31.21
<b>INCOME</b>					
Interest Income	3,500	5,645	3,500	1,167	2,199
Fee Income - DA	275,000	303,924	295,000	98,333	119,509
Fee Income Designated	21,000	34,890	30,000	10,000	20,036
Fee Income Agency	27,750	33,468	30,000	10,000	1,712
Fee income - Trust	-	-	-	-	-
Fee Income - Support Income	65,750	68,220	66,000	22,000	20,732
Agency Participation	30,000	44,380	44,380	14,793	-
Corporate Sponsorships	5,000	5,000	5,000	1,667	-
B'nai Tzedek	15,000	16,792	15,500	5,167	-
Legacy Society	2,500	2,500	2,500	833	-
Operating Endowmnt	58,000	61,701	60,000	20,000	20,110
Contributions	15,000	18,962	15,000	5,000	400
Prior Year surplus	26,120	26,120	-	-	-
IRS Refund of UBTI	-	719	-	-	-
SBA PPP Loan Forgiveness	-	-	58,800	19,600	19,600
<b>TOTAL REVENUE</b>	<b>544,620</b>	<b>622,321</b>	<b>625,680</b>	<b>208,560</b>	<b>204,298</b>
<b>Personnel</b>					
Salaries 40-5011	307,735	331,223	366,083	122,028	125,483
Federal and State Payroll Taxes 40-5013	23,849	21,817	28,371	9,457	8,142
Worker's Compensation 40-5015	1,500	1,500	1,150	383	383
Medical,Dental,Disability,Life Ins (Assumes 40-5111	17,384	14,211	16,429	5,476	4,982
Pension Plan 40-5112	16,263	19,477	21,048	7,016	7,473
WTD / Contract Acctg / Retirement Plan Sei 40-5016	18,000	19,453	19,000	6,333	6,359
	<b>384,731</b>	<b>407,681</b>	<b>452,081</b>	<b>150,694</b>	<b>152,822</b>
<b>PROFESSIONAL DEVELOPMENT</b>					
Conferences and Meetings 40-5411	5,000	605	7,500	2,500	159
<b>SUPPLIES AND PRINTING (65/35)</b>					
Office Supplies & General Printing (Letter 40-5211	6,000	4,655	7,000	2,333	2,910
Computer Maintenance 40-5214	1,500	4,085	1,500	500	1,374
Software Licenses & Outsourced Report ' 40-5212	27,500	51,801	37,500	12,500	21,664
Printer Contracts, monthly fees& Maintainer 40-5213	3,100	4,150	4,000	1,333	1,421
	<b>38,100</b>	<b>64,691</b>	<b>50,000</b>	<b>16,667</b>	<b>27,369</b>
<b>OCCUPANCY</b>					
MJCC Occupancy 40-5311	7,900	7,942	8,000	2,667	2,648
Insurance 40-5312	5,000	5,080	5,000	1,667	1,826
Controlled Access fees and maintenance 40-5510	600	315	600	200	-
	<b>13,500</b>	<b>13,337</b>	<b>13,600</b>	<b>4,533</b>	<b>4,474</b>
<b>TELEPHONE, POSTAGE, INTERNET (65/35)</b>					
Telephone 40-5511	1,700	1,349	2,000	667	452
Postage 40-5512	3,300	4,738	3,300	1,100	739
Internet & Website 40-5519	6,300	952	10,000	3,333	-
	<b>11,300</b>	<b>7,039</b>	<b>15,300</b>	<b>5,100</b>	<b>1,191</b>
<b>Marketing (General Branding 65/35) - Matt</b>					
Advertising (e.g. 4 full page ads in HW) 40-5414	2,750	3,388	3,000	1,000	35
Annual Report (including design, printing 40-5612	4,000	5,000	4,000	1,333	-
2 Newsletters (including design, printing € 40-5417	1,800	898	2,000	667	-
Retainers	-	-	-	-	1,050
	<b>8,550</b>	<b>9,286</b>	<b>9,000</b>	<b>3,000</b>	<b>1,085</b>
<b>Fundraising - MJF and JFOM</b>					
Marketing 40-6018	4,500	1,646	10,000	3,333	441
Events (includes Outsourcing Coordinatic 40-4125	2,500	-	2,500	833	-
Donor Cultivation (lunches/coffee) 40-6101	1,000	880	1,000	333	426
General Meeting expense (e.g. food for p 40-6102	500	-	500	167	1,000
	<b>8,500</b>	<b>2,526</b>	<b>14,000</b>	<b>4,667</b>	<b>1,867</b>
<b>Programming and Community Impact (includes marketing)* Bluma</b>					
	-	-	-	-	-
Professional Advisors 40-6207	4,500	2,273	6,500	2,167	30
B'nai Tzedek 40-4374	15,000	16,792	15,000	5,000	-
JFOM 25th Anniversary 40-6212	17,500	16,103	-	-	-
Other Programming 40-6500	-	1,400	-	-	-
	<b>37,000</b>	<b>36,568</b>	<b>21,500</b>	<b>7,167</b>	<b>30</b>
<b>Leadership Development (including Gener€ 40-5622</b>	<b>1,500</b>	<b>96</b>	<b>1,500</b>	<b>500</b>	<b>-</b>
<b>OTHER EXPENSE</b>					
Annual Meeting 40-5611	1,500	1,130	1,500	500	8
Auditing 40-5613	20,000	23,035	21,000	7,000	
Dues and Subscriptions 40-5619	1,500	1,624	1,500	500	196
Capital Reserve/Community Ed	-	-	-	-	
Bank Fees/Credit Card 40-5513	1,200	1,921	2,000	667	561
Miscellaneous 40-5627	1,500	172	1,500	500	-
Match for New DA Funds 40-????	6,000	3,500	6,000	2,000	-
Community Participation and Outreach (Tak 40-5520	1,200	100	1,500	500	850
	<b>32,900</b>	<b>31,482</b>	<b>35,000</b>	<b>11,667</b>	<b>1,615</b>
<b>TOTAL ADMINISTRATIVE EXPENSES</b>	<b>541,081</b>	<b>573,311</b>	<b>619,481</b>	<b>206,494</b>	<b>190,612</b>
<b>Net Surplus/(Deficit)</b>	<b>3,539</b>	<b>49,010</b>	<b>6,199</b>	<b>2,066</b>	<b>13,686</b>

## **AGREEMENT**

**THIS AGREEMENT** (the “Agreement”), is made and entered into effective September, 2021 (“Effective Date”) by and between JEWISH COMMUNITY PARTNERS, INC., a Tennessee not-for-profit organization (“JCP”), and MEMPHIS JEWISH FEDERATION, a Tennessee not-for-profit corporation (“MJF”).

### **WITNESSETH:**

**WHEREAS**, JCP is a not-for-profit corporation whose purposes are to provide management, operating and advisory services to facilitate the missions and objectives of other non-profit agencies and organizations, including initially but not limited to Memphis Jewish Federation (“MJF”) and Jewish Foundation of Memphis (“JFOM”) and to exercise the rights and powers of a nonprofit corporation in accordance with the laws of the State of Tennessee; and

**WHEREAS**, MJF is a charitable not-for-profit corporation whose purposes include: To promote and maintain the welfare and unity of the Jewish people, to provide financial and other assistance and participation in agencies, organizations, and programs which engage in or promote religious, welfare, health, philanthropic, community relations, education, cultural, and social service activities and projects for the benefit of Jews in the local community, in the United States, or internationally (hereinafter collectively called “Jewish Activities”), to serve as a needs assessment, fund-raising and allocation agency in the Memphis metropolitan area, to approve, sponsor, conduct, clear and coordinate the raising and allocation of funds in such area for the benefit of Jewish Activities, to cooperate with, provide leadership development for, and otherwise assist local, national, and international agencies and organizations and local

synagogues, and to establish and implement proper programs in order to plan, coordinate, promote and advance Jewish Activities on a local, national, and international level, to promote and nurture harmony, understanding, consensus, and good relations among the members of the Community and between the Community and the larger communities of which it is a part, to represent the Community in the Memphis metropolitan area in all matters of general Jewish interest and concern as to which there exists a recognized consensus in the Community, and to plan, establish and implement educational and promotional programs and activities for the benefit of the people of Israel, and to serve as spokesperson and representative in the Memphis metropolitan area for Jewish Federations of North America (JFNA) or any successor organization, American Jewish Joint Distribution Committee, Jewish Agency for Israel (JAFI), Hebrew Immigrant Aid Society (HIAS), and other organizations assisting the people of Israel and worldwide Jewry; and

**WHEREAS**, pursuant to that certain Agreement between JCP and MJF dated June, 2015, JCP has been providing for MJF various organization and administrative services (the “Services”) to enable and enhance the ability of MJF to accomplish MJF’s mission and goals, and the parties have determined that it is in their interests to renew and modify their agreement regarding the Services, primarily by adopting the schedule of Services set out on **Exhibit A** attached hereto, subject to and in accordance with the provisions of the parties’ respective charters and bylaws;

**NOW, THEREFORE**, in consideration of the premises and mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do mutually covenant and agree as follows:

## **I. RECITALS**

The aforementioned recitals are true and are made a part hereof.

## II. MANAGEMENT BY JEWISH COMMUNITY PARTNERS, INC.

MJF hereby retains JCP to continue as and JCP agrees to continue to be the exclusive provider of the Services.

## III. FINANCIAL ARRANGEMENT

3.1 **Services Compensation.** For the Services, JCP shall be paid the following amounts (which shall be collectively referred to as the “Services Compensation”):

(a) **Base Fee.** MJF shall pay JCP a base fee (the “Base Fee”) in the amount of the budget (the “Budget”) set out on **Exhibit B** attached hereto as costs and expenses of providing the Services (the “Expenses”), to be adjusted in accordance with subsequent revised or replacement budgets, as provided for hereinafter.

(b) **Excess Costs and Expenses.** To the extent the Expenses incurred by JCP exceed the Base Fee, MJF shall pay JCP such additional amounts (the “Excess Expenses”) reasonably incurred by JCP, upon receipt of invoices providing reasonably detailed explanation for the excess amounts.

(c) **Periodic Updated Budgets.** The Expenses and Excess Expenses described in the preceding subparagraphs (a) and (b) are intended by the parties hereto to reimburse JCP for all expenses, including employee salaries and all costs and expenses incurred by JCP in performing the Services. JCP will provide to MJF on a quarterly basis (or such other periodic basis as mutually agreed by the parties) an accounting of the Expenses incurred as compared to the then applicable Budget; and if material changes have occurred or are anticipated by JCP to occur during the next reporting period, JCP will submit to MJF a proposed updated budget. If MJF disagrees with any budget submitted by JCP, the parties will work together to resolve any

differences. It is the parties' intent that total amount paid by MJF to JCP hereunder for any annual term shall be the amount of JCP's actual costs and expenses incurred in providing the Services.

3.2 **Payment.** Payments of the Base Fee are due and payable on the first day of each month of the Term hereof; and payment of any additional invoices will be due within ten (10) days after receipt of each invoice.

3.3 **Additional Services/Fees.** If the parties agree to have JCP provide additional services (in addition to the Services) to MJF, compensation for such services will be as mutually agreed by the parties.

#### **IV. TERM**

The Initial Term of this Agreement (the "Term") shall be for TBD years; and the Term shall be renewed automatically for successive TBD year terms (each the "Term" during the period of its duration), unless terminated by either party in accordance with Article XI of this Agreement.

#### **V. RESPONSIBILITIES OF JCP**

5.1 **Exhibit A Duties.** JCP shall provide the Services in a timely, professional and proficient manner. To the extent any of JCP's duties provide for payment of any amounts to or on behalf of MJF, JCP shall not be responsible for such payments until and unless the amount of such payments are made available by MJF to JCP for such payment.

#### **VI. RESPONSIBILITIES OF MJF**

6.1 **Board of Directors of MJF.** MJF shall maintain a Board of Directors who shall meet in accordance with applicable law and the bylaws of MJF in effect from time to time. MJF shall provide JCP with the name and contact person authorized to deal with JCP regarding the Services provided hereunder on a day to day basis; and the other officers and Board members of MJF shall not be involved

in or interfere with JCP regarding the Services. MJF shall be responsible for ensuring that such person and members of the Board of Directors of MJF spend the time necessary to perform their functions.

6.2 **Licenses and Permits.** JCP shall assure that either MJF or JCP on behalf of MJF, whichever is applicable, maintains any licenses, permits and other requirements, necessary to continue MJF operations, shall advise MJF Board and officers regarding all such requirements for MJF and MJF's business, and shall prepare and process for MJF, subject to cooperation by the officers and Board of MJF as required, all filings and other actions necessary to maintain the corporate status and any licenses, permits or other authorizations required or necessary to operate MJF, including without limitation charitable registration and reporting and filing of required tax returns and any and all obligations to the Internal Revenue Service with respect to the tax exemption of MJF.

6.3 **Cooperation with JCP in Effectuating JCP Services.** The Board and officers of MJF will cooperate with JCP by acting upon and putting into effect the advice and recommendations of JCP with respect to the Services.

## **VII. REPRESENTATIONS AND WARRANTIES OF PARTIES**

7.1 **Representations and Warranties.** JCP and MJF, respectively, represent, warrant and agree that:

- (a) JCP is a charitable not-for-profit corporation duly organized and existing under the laws of the state of Tennessee.
- (b) MJF is a charitable not-for-profit corporation duly organized and existing under the laws of the state of Tennessee.
- (c) The execution and performance of this Agreement and all related documents have been duly authorized by each respective party.

(d) This Agreement constitutes a valid and binding obligation of each respective party and shall not violate any federal and/or state, law(s), regulation(s), or rulers, order(s) of any government, JCP's or MJF's charter, bylaws, or any related agreement(s) with any third party(ies) or other commitments) to which it is a party or to which it is subject.

(e) In providing the Services to MJF, JCP and its employees shall at all times comply with accepted industry standards of practice, licensure standards, state and federal requirements.

(f) MJF meets, and at all times during the term of this Agreement shall meet, all of the requirements necessary to operate in the State of Tennessee and any other state in which it operates and complies with, and at all times during the term of this Agreement shall comply with, any and all other applicable federal and/or state, law(s), rule(s), guideline(s) and regulation(s) governing its operations and business.

(g) Except as otherwise expressly provided for in this Agreement, any and all of MJF liability(ies), whether arising before, during or after the term of this Agreement, shall be the sole responsibility of MJF. JCP does not assume MJF's liability to any state and/or federal governmental or other entity(ies), or any third party(ies) with respect to MJF.

(h) Any and all of JCP's liability(ies), whether arising before, during or after the term of this Agreement, shall be the sole responsibility of JCP. MJF does not assume JCP's liability to any state and/or federal governmental or other entity(ies), or any third party(ies), including without limitation, any board members, officers, employees, agents or other representatives of JCP, whether or not such parties are involved, either directly or indirectly, in providing the Services.

7.2 **Other.** Each respective party makes no warranties, either express or implied, other than those specifically provided for in this Agreement.

## VIII. RECORDS

8.1 **MJF and JCP.** JCP and MJF for a period of six (6) years after Services are furnished hereunder shall retain this Agreement and copies of all books, documents and/or records related to this Agreement, the Services, and its respective organization documents related to this Agreement or the Services hereunder. In the event of a request for access to the books or records from any third party, each party agrees to notify the other party immediately and to consult with such other party regarding the response to the request for access.

## IX. CONFIDENTIALITY

9.1 **Confidential Information.** JCP and MJF, respectively, each agree and covenant that all knowledge and information of whatsoever kind or nature not generally available to the public relating to the other party and/or its clients, employees, commissioners, members, officers, agents, servants, consultants and/or related or affiliated companies, whether related by common ownership, affiliation agreement, control or otherwise, which is acquired or is made available to the other party, before, during or after the Term of this Agreement, shall be regarded as strictly confidential and/or trade secrets of the other party and shall not be directly or indirectly disclosed to any person(s), corporations(s) or other entity(ies) without the other party's prior written consent. In addition, JCP and MJF agree and acknowledge that upon the termination of this Agreement for any reason, each party shall return to the other party any and all of such other party's documents and objects, and any copy(ies), duplicate(s) or reproduction(s) of whatsoever kind, of any of the other party's document(s) or object(s), which are in JCP's or MJF's possession, as applicable.

Nothing of the foregoing shall be construed to nor shall subject a party to damages if disclosure is mandated by federal or state law with respect to any suit, investigation, or proceeding by any governmental agency or regulatory body exercising jurisdiction over the party, or if such disclosure is required by subpoena or other order of a court or administrative body exercising jurisdiction over the party; provided, however, the party shall give prior reasonable notice to other party whose information is subject to such disclosure that such disclosure is sought pursuant to such suit, investigation, or proceeding, in order that other party whose information is subject to such disclosure may take appropriate action to quash any such judicial or administrative requirement of disclosure or take such other action appropriate to protect the confidentiality of any such records or information prior to their disclosure.

## **X. INDEMNIFICATION**

10.1 **Indemnification**. Each party hereto shall indemnify, defend and hold the other party and its officers, members, owners, employees, agents, servants, representatives and affiliated companies, whether related by common ownership, control or otherwise, free and harmless from and against any and all claims, losses, causes of action, judgments, damages, liability, demands and/or expenses of any kind whatsoever to the fullest extent permitted by Tennessee and federal law, including, but not limited to, reasonable attorneys' fees, that may result from, arise out of or be caused by any neglect, negligence, misconduct, or other act or omission of such indemnifying party or any of its employees, officers, members, agents or representatives in the performance or omission of any act or responsibility assumed by such party pursuant to this Agreement.

10.2 **Survival of these Provisions**. Notwithstanding anything contained herein to the contrary, the indemnification provisions in this Section X shall survive the termination or expiration of this Agreement.

## XI. TERMINATION

11.1 **Termination upon Breach.** This Agreement may be terminated by a non-breaching party upon the occurrence of one or more of the following breaches:

- (a) The insolvency of, filing of, or adjudication of, bankruptcy, dissolution or loss of charter of either party;
- (b) Either party consents to the appointment of a trustee or receiver or if one is appointed for either party or either party's assets, or any substantial part thereof;
- (c) Failure by MJF to make any required payment to JCP within (10) days after receipt of written notice from JCP that such payment is past due;
- (d) Failure to perform any other obligation(s) imposed on either party or breach of any covenant(s), representation(s) or warranty(ies) made by either party pursuant to the terms of this Agreement or the Exhibits hereto, if such failure or breach is not cured within ninety (90) days after receipt of written notice thereof from the party alleging such failure or breach;
- (e) Any attempted or purported assignment which violates the provisions of Paragraph 12.5 below;
- (f) Any violation or failure to comply with any statute(s), ordinance(s), rule(s), order(s), regulation(s), guidelines and/or requirement(s) of the federal government or any state, county or city government(s) or any of their departments or bureaus applicable to the subject matter of this Agreement, or hereafter established, to the extent that either party is so obligated under this Agreement, unless such violation or failure is cured by the offending party in a manner and to an extent determined by the other party, in its reasonable judgment, to be timely and sufficient; or

(g) MJF fails to obtain or has revoked any authorization necessary to maintain its legal existence or perform its activities.

(h) JCP fails to obtain or has revoked any authorization necessary to maintain its legal existence or perform its activities.

11.2 **Right to Cure Breach.** Before either JCP or MJF shall exercise its right to terminate this Agreement upon the occurrence of any of the events of the nature set forth in Paragraph 11.1 above, the non-breaching party shall first give notice to the breaching party to remedy such alleged breach(es) within thirty (30) days after the service of such notice.

11.3 **Failure to Cure Within 30 Days of Notice.** Upon the occurrence of any of the events set forth in Paragraph 11.1 above, if such matter is not cured within any cure period for such matter provided for above, or if no cure period is provided for such matter, then in addition to any other remedy(ies) the non-breaching party may have, the non-breaching party may choose, in its sole discretion, to terminate this Agreement by written notice to the breaching party.

11.4 **Rights upon Termination Due to Breach.** Upon termination of this Agreement due to breach, the terms and all of the rights of the breaching party shall immediately terminate except as otherwise stated herein with the same force and effect as if the date of such termination was the expiration of the Term as originally set forth above. Notwithstanding the foregoing, any and all Services Compensation accrued and/or due to JCP for Services rendered pursuant to this Agreement shall be promptly paid to JCP.

11.5 **Termination by Mutual Agreement.** Notwithstanding anything contained herein to the contrary, this Agreement may be terminated upon the mutual prior written agreement by and between MJF and JCP.

11.6 **Rights upon Termination Due to Breach.** Upon termination of this Agreement due to breach, the terms and all of the rights of the breaching party shall immediately terminate except as otherwise stated herein with the same force and effect as if the date of such termination was the expiration of the Term as originally set forth above. Notwithstanding the foregoing, any and all Services Compensation accrued and/or due to JCP for Services rendered pursuant to this Agreement shall be promptly paid to JCP.

11.7 **Termination by Mutual Agreement.** Notwithstanding anything contained herein to the contrary, this Agreement may be terminated upon the mutual prior written agreement by and between MJF and JCP.

## XII. MISCELLANEOUS

12.1 **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the undersigned parties and their respective representatives, successors, heirs, executors, administrators, legal representatives and assigns, commissioners, members, officers, agents, servants, employees and/or related and/or affiliated companies, whether related by common ownership, control or otherwise.

12.2 **Governing Law.** Each party hereto agrees that the laws of the State of Tennessee shall govern all questions relating to the construction and enforcement of this Agreement, and that the rights or obligations of the parties and any such questions shall be resolved only by lawfully instituted proceedings in a court of competent jurisdiction in the State of Tennessee. To the extent such waiver is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this Agreement and/or the Services provided for hereunder.

12.3 **Force Majeure.** Neither party hereto shall be liable for any delay or inability to perform under this Agreement due to any reasons beyond its control, including, without limitation, labor disputes, fire, unusually severe weather, embargoes, floods, acts of God, acts of any public authority or sovereign government, delays or defaults caused by public carriers, shortages or any statute(s), regulation(s) or rule(s) of the Federal, any state and/or any local government(s), now or hereafter in force. In the event of such delay, the time for performance shall be extended for a period of time equal to the length of delay.

12.4 **Remedies in the Event of Breach and Attorney's Fees.** In the event that either party hereto breaches or threatens to breach any term(s) of this Agreement the non-breaching party shall have the right to bring suit for the breach of this Agreement, seeking damages and any other appropriate relief, legal and/or equitable, including a temporary restraining order, preliminary and/or permanent injunction(s). Should either party be in breach under this Agreement, the breaching party shall pay all reasonable attorney's fees incurred by the non-breaching party in connection with such breach or the enforcement of any obligation(s) hereunder, or both of them, as determined by a court of competent jurisdiction.

12.5 **Restriction on Assignment.** The parties are entering into this Agreement based on their respective unique characteristics and experience, and neither party hereto may assign this Agreement or delegate or transfer any of its right(s), duty(ies) and/or obligation(s) hereunder without the prior written consent of the other party hereto, which consent may be withheld or given at such party's sole discretion.

12.6 **Mediation of Disputes.** In the event of a disagreement among the parties regarding any matter set out in this Agreement or arising from the existence or operation of this Agreement, that the parties are not able to resolve on their own, the parties agree to bring in a third-party mediator, who shall be an individual with substantial experience both in the management of businesses and in Jewish communal governance, to assist the parties in resolving their disagreement(s).

12.7 **Authority to Execute Agreement.** Each individual signing this Agreement on behalf of the parties warrants and represents that he/she is authorized to sign and execute this Agreement on behalf of his/her respective party. By signature of such individual below, such signatory and each party warrants and agrees that this Agreement has been duly authorized and approved by each party's respective governing body, in accordance with such party's charter, bylaws, corporate documents, articles of organization, or operating agreement, as applicable, and all other actions necessary to the execution of and binding effect of this Agreement have been fully performed by each of the parties hereto. Each party warrants and represents that it is fully aware of all rights and obligations with respect to this Agreement.

12.8 **Titles, Pronouns.** The use of titles to the provisions of this Agreement are for convenience and reference only, and such titles shall not be deemed to modify or limit any of the provisions of this Agreement. Any pronouns used in this Agreement shall be deemed to include the masculine, feminine, neuter, singular and plural as appropriate.

12.9 **Notices.** All notices, requests, consents, and other communications hereunder shall be in writing and shall be deemed to have been sufficiently given or served if delivered in person or deposited for mailing with the United States postal service, registered or certified, return receipt requested, postage prepaid, or with FedEx Corporation and addressed as

follows:

To JCP:

6560 Poplar  
Memphis, Tennessee 38138  
Attn: President

To MJF:

6560 Poplar  
Memphis, Tennessee 38138  
Attn: President

12.10 **Waiver of Breach.** No failure or delay of a party to detect, protest, remedy, or enforce its rights due to a breach of any of its rights under this Agreement shall be deemed a waiver of any of the aggrieved party's rights. Any waiver of rights shall only occur by a written document specifying the specific right waived and the specific circumstance covered by the waiver, and shall be signed by an authorized representative or the party granting the waiver.

12.11 **Construction and Enforcement.** Should any provision(s), sentence(s), phrase(s) and/or word(s) of this Agreement or application thereof to any person(s) and/or circumstance(s) be declared illegal, invalid or unenforceable, then the remainder hereof or the application of such provision(s), sentence(s), phrase(s) and/or word(s) to any person(s) and/or circumstance(s) other than those to which it is held invalid shall not be affected thereby and shall remain in full force and effect.

12.12 **Entire Agreement.** This Agreement and the Exhibit hereto contain the entire understanding and agreement between the parties regarding the subject matter of this Agreement. This Agreement and the Exhibit hereto supersede any and all prior understanding(s), agreement(s), representation(s), and other communication(s) between the parties concerning the subject matter hereof, and any executory agreement(s) hereinafter made between the

parties shall be ineffective to change, waive, release, discharge, terminate or effect any abandonment of this Agreement, in whole or in part, unless such executory agreement(s) is in writing and signed by authorized representatives of both parties.

12.13 **Third Party Beneficiaries.** Nothing in this Agreement is intended to be construed, nor shall it be deemed to create, any right or remedy in any third party, and no person(s) and/or entity(ies) shall be considered and/or deemed a third party beneficiary either under this Agreement.

12.14 **Relationship of Parties.** The parties hereto are not, nor shall they become by virtue of this Agreement or any actions taken pursuant thereto, joint venturers, partners, employed by one and the other, or agents of one and the other so as to permit a party to bind the other party to any agreement, warranty, or representation beyond those specifically authorized herein. JCP and MJF have contracted on an independent contractor basis for the provision of the Services hereunder. Each party agrees not make any warranty(ies), representation(s), or promise(s) that would either bind the other party or act purportedly on the other party's behalf or authorization without the prior written approval of such other party.

(SIGNATURES ON FOLLOWING PAGE)

*Signature Page to Services Agreement*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and signed by their duly authorized officers, being done in duplicate originals, each of which shall be considered an original.

JEWISH COMMUNITY PARTNERS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

MEMPHIS JEWISH FEDERATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DRAFT EXHIBIT A**  
**Memphis Jewish Federation**  
**FY 2021/2022**

**EXHIBIT B**  
**TO SERVICES**  
**AGREEMENT**

**INITIAL BUDGET OF PROJECTED COSTS**  
**AND EXPENSES**

**- See attachments -**

## **DRAFT EXHIBIT A**

### **Memphis Jewish Federation**

**FY 2021/2022**

The Services to be provided to Memphis Jewish Federation (MJF) by Jewish Community Partners (JCP) under the Agreement include but are not limited to the following:

**Operational Planning.** In consultation with MJF, develop short and long range strategic plans for the business operations needed to support the mission of MJF. The goal is to achieve efficiencies and create an environment of operating excellence in the areas of:

- Systems and Reporting,
- Business Equipment-Technology -Data Management,
- HR/Staffing,
- Financial Operations,
- Investment,
- Marketing and Public Relations, and
- Legal Support.
- Board Development

**Systems and Reporting.** Develop systems to assess, measure and report on MJF's success in meeting goals, as determined by its board of directors, as well as report on achievements in all areas of business operations as detailed in this exhibit.

**Business Equipment, Technology and Data Management.** Maintain and consistently enhance the use of business equipment (e.g. copy machines, computers, telephone systems) and up-to-date technology (CRM, Foundant) to efficiently and professionally manage the business of MJF. Ensure top-level resources are utilized (both human and capital) to manage data that is critical to MJF's ability to run annual fundraising and other campaigns and fulfill its role as the primary community building organization in the Memphis Jewish community. Ensure proper policies and controls are in place to ensure/protect the integrity of the data and recommend upgrades/changes as needed to ensure a culture of operating excellence.

**HR/ Staffing.** Recruit, hire, train, supervise all personnel needed by JCP to provide MJF with Services in accordance with the Agreement. Provide all HR management and support including maintenance of the employee manual, employee benefits, professional development and all other activities deemed necessary to maintain a motivated and high performing workforce.

**Financial Operations.** Oversee and manage the financial operations of MJF and, where applicable, all other organizations for which the Corporation provides services through contracts or otherwise (e.g. Hillels of Memphis). This includes preparation of the annual budget, maintaining and evaluating banking relationships, accounts receivable/payable, all necessary tax filings including the charitable solicitations state requirements, overseeing the annual audit and developing/maintaining any relevant policies/procedures necessary in order to ensure the highest level of fiscal oversight. JCP will provide financial statements no less than quarterly to MJF Board in a method as determined by MJF.

**Investment.** Provide asset management oversight, advice and recommendations for MJF and the organizations whose assets and funds the Corporation oversees through contracts or otherwise (e.g. Hillels of Memphis).

**Marketing and Public Relations.** Develop and conduct activities to publicize and promote the purposes of MJF in the Community and work with MJF to foster positive relationships with the Community and the greater Memphis area and such areas in which MJF conducts its activities.

**Legal Support.** Provide legal and technical support in all areas of MJF operations and develop/maintain any relevant policies/procedures necessary in order to ensure the highest level of legal oversight including but not limited to requirements of non-profit organizations as outlined in the annual 990 filing. This would also include development and oversight of document retention policies, conflict of interest policies, gift agreements, insurance and risk-management issues, governance documents, employment issues, and leases and other contracts.

JCP will form, organize and staff any committees determined by JCP to be necessary or prudent for conducting MJF's operating functions and activities in accordance with this Agreement. MJF board members, where appropriate, will be members of JCP committees.

## **Community Relations**

**Mission:** The Community Relations arm of Memphis Jewish Federation seeks to advance the values, interests and priorities of the Memphis Jewish community through partnerships and collaborations within the Jewish and greater Memphis community.

### **Core Values:**

- We are inspired and guided by Jewish values;
- We seek to foster Jewish unity and consensus;
- We seek civil discourse and mutual respect with those with whom we disagree;
- We support a secure and thriving State of Israel and the well-being of its people.

### **Strategic Priorities:**

- Convene, educate, mobilize and unite the Jewish community around combatting Antisemitism and anti-Israel bias, and other issues facing our Jewish community, global Jewry and Israel;
- Engage in advocacy on issues related to Jews and Israel in local, state, national & international arenas;
- Build relationships and partnerships with other ethnic, faith-based and civic groups around issues impacting the Jewish and greater Memphis community;
- Serve as a resource on Jews, Judaism and Israel to the Jewish and greater Memphis community.

--Approved by the CRC Working Group on Policies & Protocols,  
November 2021

**Memphis Jewish Federation  
Board of Director's Meeting  
December 15, 2021  
5:00 p.m.**

**Proposed Motions:**

**Amended and Restated By-laws**

*Approve and adopt these amended and restated bylaws effective as of June 15, 2021, the date of the MJF annual meeting at which time the amendments contained in this document were approved in principal and the operation of the corporation has been in accordance with those amendments.*

**Management Agreement**

*Approve and adopt the management agreement and its attachments effective as of June 15, 2021, the date of the MJF annual meeting at which time the amendments and attachments were approved in principal and the operation of the corporation has been in accordance with these amendments and attachments.*

**Community Relations Motion**

*Approve the Community Relations Mission Statement, Core Values and Strategic Priorities (as drafted and approved by the CRC Working Group on Policies and Protocols, November 2021) as the blueprint for moving Memphis Jewish Federation's Community Relations efforts forward.*