



**STATE FISCAL YEAR 2025
GEORGIA GANG ACTIVITY PROSECUTION GRANT PROGRAM
SUBRECIPIENT AGREEMENT**

BETWEEN

**THE GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY**

AND

I. PARTIES. This Subrecipient Agreement (“Agreement”) is made and entered into by and between the Georgia Emergency Management and Homeland Security Agency (“GEMA/HS”), an agency of the State of Georgia (“State”), and _____ (“Subrecipient”). GEMA/HS and the Subrecipient are sometimes referred to herein individually as a “Party” or collectively, the “Parties”.

II. PURPOSE. The purpose of this Agreement is to establish the roles and responsibilities of the Parties regarding the administration of the State Fiscal Year 2025 (“SFY25”) Georgia Gang Activity Prosecution Grant (“GAP Grant”). The SFY25 GAP Grant’s purpose is to support state and local efforts to prosecute gang-related activity.

III. TERM. The Parties hereby agree as follows: This Agreement shall become effective upon the day and date the Agreement has been signed by all Parties and returned to GEMA/HS, whichever is later, and shall remain in full force until May 15, 2025.

IV. AWARD AMOUNT. GEMA/HS, as Recipient of the SFY25 GAP Grant, has awarded the amount of _____ to the Subrecipient in accordance with the SFY25 State Budget.

V. ACKNOWLEDGEMENTS. Any Subrecipient receiving funding for the purpose of Gang Activity Prosecutions must adhere to the following:

- A.** Each Subrecipient must take gang related training appropriate to their profession (law enforcement officer, analyst, prosecuting attorney, paralegal, etc.) on criminal gang activity or related prosecutions. For law enforcement, recommended training providers are the Georgia Public Safety Training Center (“GPSTC”), the Georgia Department of Corrections (“GDC”), and the Georgia Bureau of Investigation (“GBI”). Georgia Gang Investigators Association (“GGIA”) training is highly encouraged. For legal professionals, updated training on federal, state, and local laws pertaining to gang, organized crime, and Racketeer Influenced and Corrupt Organizations Act (“RICO”) law is recommended. Training records do not need to be provided to GEMA/HS but must be available upon request.
- B.** Each Subrecipient must provide quarterly statistics on the number of gang suspects, criminal cases, and indictments which resulted from this GAP Grant award.
- C.** Each Subrecipient must provide a subject matter expert Point of Contact (“POC”) or group email addresses in addition to those listed in this Agreement.
- D.** Each Subrecipient utilizing software for this GAP Grant must take all recommended training provided by the software provider.

- E.** Each Subrecipient must be willing to share Need to Know information on gangs with other Georgia prosecuting attorneys, law enforcement agencies, corrections facilities, and GEMA/HS as needed.
- F.** If requested, each Subrecipient must participate in any statewide meeting or training deemed essential by GEMA/HS.
- G.** If the Subrecipient misuses the GAP Grant award funds it may result in a range of penalties, including suspension or debarment from receiving State Grants, recouping of monies provided under the GAP Grant award, and potential civil and or criminal penalties.
- H.** ONLY PREAPPROVED COSTS ARE ALLOWABLE UNDER THIS GAP GRANT. GAP GRANT AWARD FUNDS WILL BE OBLIGATED ONLY FOR REASONABLE AND NECESSARY COSTS DESIGNED TO FACILITATE GANG ACTIVITY PROSECUTION.

VI. TERMINATION.

- A.** Cause/Default: This Agreement may be terminated for cause, in whole or in part, at any time by GEMA/HS or the State of Georgia for the failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If GEMA/HS or the State exercises its right to terminate this Agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than thirty (30) days after the effective date of written notice of termination. Upon termination of this Agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this Agreement.
- B.** Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this Agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege, and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege, and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any GAP Grant funded items purchased under this Agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, license, and related documents. At that time, the Subrecipient shall deliver and turn over possession and title of GAP Grant funded items, without cost, as directed by GEMA/HS.
- C.** GEMA/HS may terminate this Agreement for cause after thirty (30) days written

notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under O.C.G.A. Section 50-18-70 et seq.

- D.** GEMA/HS may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar days prior written notice.
- E.** Non-Availability of Funding: Notwithstanding any other provision of this Agreement, in the event that either of the sources of funding for reimbursement under this Agreement (appropriations from the General Assembly of the State of Georgia) no longer exist, in the event, the sum of all obligations of GEMA/HS incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this Agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.
- F.** In the event this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification of termination.
- G.** The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Subrecipient shall not be relieved of liability to GEMA/HS because of any breach of Agreement by the Subrecipient. GEMA/HS may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due GEMA/HS from the Subrecipient is determined.

VII. CLOSING OF THIS GRANT.

- A.** GEMA/HS will close each GAP Grant award after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, GEMA/HS will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, GEMA/HS will recover the unused funds.
- B.** At the completion and closure of all Subrecipient's GAP Grant ("projects"), GEMA/HS will request the Subrecipient to Certify the completion of all projects in accordance with the grant terms and conditions to state there are no further claims under this GAP Grant award.
- C.** The closeout of this GAP Grant does not affect:

1. GEMA/HS' right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Agreement that impose continuing obligations on Subrecipient or that govern the rights and limitations of the Parties to this Agreement after the expiration or termination of this Agreement.

VIII. STANDARD OF PERFORMANCE.

- A. The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions, and guidelines, as stated within this Agreement.
- B. Subrecipient shall perform all activities as approved by GEMA/HS. Any change to a project shall receive prior written approval by GEMA/HS. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Agreement, including but not limited to the following Attachment(s):
 1. Attachment 1: Subrecipient's Application
 2. Attachment 2: Cost Lines

IX. FUNDING OBLIGATIONS. GEMA/HS shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.

- A. SUBRECIPIENT AGREES IT WILL NOT USE THIS SUBAWARD AS MATCH FUNDS FOR FEDERAL PROGRAMS.
- B. Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by GEMA/HS under this Agreement shall not exceed the total cumulative award amounts listed on the Subrecipient's GAP Grant award.
- C. The Subrecipient will be responsible for properly invoicing GEMA/HS for reimbursement for allowable costs associated with the GAP Grant.
- D. The Subrecipient agrees to cooperate with GEMA/HS to comply with **all** State requirements related to the GAP Grant funding.

- E. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this Agreement or GAP Grant award.

X. INDEMNIFICATION

- A. The Subrecipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and GEMA/HS, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, subrecipients, or contractors provided, however, that the Subrecipient shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or GEMA/HS.
- B. The Subrecipient shall fully indemnify, defend, and hold harmless the State and GEMA/HS from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right provided.

XI. AUDITS

- A. **Right to Audit.** Subrecipient shall give the Georgia Department of Audits and Accounts, GEMA/HS, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of GAP Grant funds received, and performances rendered under this Agreement. Subrecipient shall permit GEMA/HS or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials, or information necessary to facilitate such audit.
- B. **Subrecipient's Facilitation of Audit.** Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as GEMA/HS may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
- C. **State Auditor's Clause.** Subrecipient understands that acceptance of funds under this GAP Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause

concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

- D. Subrecipient shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g. paper, film, recording, electronic), including but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five (5) State fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings through litigation or otherwise.
- E. Subrecipient's must submit audit reports to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

XII. GENERAL PROVISIONS.

- A. **Amendments.** Each Party may request changes to this Agreement. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by and between the Parties to this Agreement shall be incorporated by written instrument and effective when executed and signed by both Parties to this Agreement.
- B. **Confidentiality Requirements.** The Parties shall treat all individually identifiable information, including personal and/or health information, that is obtained or viewed by the Parties' officers, employees, volunteers, agents, representatives, or authorized subcontractors in the performance of this Agreement as confidential information and shall not use any information so obtained, in any manner, except as may be necessary for the proper discharge of the Parties' responsibilities.
- C. **Headings.** The headings in this Agreement are inserted for reference and convenience only and shall not enter into the interpretation hereof.
- D. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records, including pricing information, and other records to be made public unless otherwise provided by law. The Parties agree that this Agreement, any related purchase orders, related invoices, and related pricing lists will be public documents, and may be available for distribution. The Parties give each other express permission to make copies of this Agreement, any related purchase orders,

related invoices, and related pricing lists. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

- E. Record Retention.** The Parties shall preserve and make available its records for a period of five (5) years from the date of final payment under this Agreement, and for such period, if any, as is required by applicable statute or this Agreement. If the Agreement is completely or partially-terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any resulting final settlement.
- F. Liability.** GEMA/HS does not waive its sovereign immunity by entering into this Agreement. Each entity fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.
- G. Funding.** All activities pursuant to this Agreement are subject to the availability of appropriated funds.
- H. State Laws.** The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Georgia.
- I. Jurisdiction And Venue.** In the event that any dispute, litigation, or other legal proceedings shall arise under or in connection with this Agreement, such litigation or other legal proceeding shall be conducted in the courts located within Fulton County, Georgia. Furthermore, the Parties consent to jurisdiction and venue in the Superior Court of Fulton County, Georgia, and hereby waive any defenses or objections thereto, including defenses based on the doctrine of forum non conveniens.
- J. Compliance With Applicable Laws And Regulations.** It is understood and agreed that nothing contained in the Agreement, or any related Agreement shall require any of the Parties herein to violate any policies of GEMA/HS or any laws or regulations of the United States or the State of Georgia.
- K. Statement of Non-Discrimination.** The Parties agree that in the performance of the Agreement they will not discriminate or permit discrimination against any person or group of persons on the basis of gender, disability, race, color, religion, sexual orientation, national origin, or in any other manner prohibited by the laws of the United States or the State of Georgia or the Parties' policies.
- L. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in effect and the Parties may renegotiate the terms affected by the severance.

- M. Survivability.** The Agreement shall remain in full force and effect to the end of the specified term or until terminated pursuant to the Agreement. All obligations of the Parties incurred or existing under the Agreement as of the date of expiration or termination will survive the termination or expiration of the Agreement.
- A. Reservation of Rights.** This Agreement will in no way diminish or otherwise affect the Parties' authority to fully carry out their rights and responsibilities under applicable laws and regulations nor will it affect the Parties' abilities or rights to raise any defenses available under law in the event that one Party initiates an administrative or judicial enforcement action against another Party. Subject to applicable security, classification, and other confidentiality laws and regulations, nothing in this Agreement shall be construed to prohibit the Parties from using information developed under this Agreement in furtherance of their statutory duties, rights, and obligations.
- N. Boycott Of The Nation Of Israel Prohibited.** Each Party certifies that it is not currently engaged in a boycott of the nation of Israel, and that it will not engage in such a boycott for the duration of this Agreement.
- O. Conflicts of Interest.** The Parties hereto state that the provisions of O.C.G.A. § 45-10-20 et seq., regarding conflicts of interest, have not been violated and will not be violated in any respect.
- P. Dispute Resolution.** In the event of any conflict involving activities conducted pursuant to this Agreement, the Parties will make reasonable efforts to informally resolve the issue. An attempt will first be made by the respective Parties organizations to resolve the issue at the staff level. If the matter cannot be resolved, the issue will be discussed by the respective decision-makers. Nothing in this section shall be construed to restrain the Parties from issuing correspondence, or other formal written communications to document or clarify an issue that is in conflict or dispute.
- Q. Drug-Free Workplace.** The Parties hereby certify as follows:
1. The Parties will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement; and
 2. If the Parties have more than one employee, that Party shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. § 50-24-1 et seq., throughout the duration of this Agreement; and

3. Parties will secure from any sub-contractor hired to work on any job assigned under this Agreement the following written certification: “As part of the subcontracting contract with (the _____ [Subrecipient's Name]) certifies to (the _____ [Subrecipient's Name]) that a drug-free workplace will be provided for the sub-Contractor's employees during the performance of this Agreement pursuant to paragraph 7 of subsection (b) of O.C.G.A. § 50-24-3.”
4. A Party may be suspended, terminated, or debarred if it is determined that:
 - a) A Party has made false certification here in above; or
 - b) A Party has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3(b).

R. Sexual Harassment Prevention.

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia’s Statewide Sexual Harassment Prevention Policy (the “Policy”), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If any of the Parties, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, that Party may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

1. If the Party is an individual who is regularly on State premises or who will regularly interact with State personnel, that Party certifies that:
 - a) the Party has received, reviewed, and agreed to comply with the State of Georgia’s Statewide Sexual Harassment Prevention Policy

located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;

- b) the Party has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- c) Upon request by the State, the Party will provide documentation substantiating the completion of sexual harassment training.

2. If the Party has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, that Party certifies that:

- a) the Party will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
- b) the Party has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
- c) Upon request of the State, the Party will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

S. **Debarred, Suspended, and Ineligible Status.** The Parties certify that each Party and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4. Each Party will

immediately notify the other Party if the Subrecipient and/or any subcontractors are debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.

- T. **Notices.** All notices required or desired to be given hereunder shall be deemed delivered when given by hand delivery, emailed, by nationally recognized overnight courier service with tracking capabilities, or by registered or certified mail, return receipt requested as follows:

If to Georgia Emergency Management and Homeland Security Agency:

Sheneka Turner
Preparedness Grants & Programs Manager
935 United Avenue Southeast
Atlanta, Georgia 30316
Sheneka.Turner@gema.ga.gov
Office: 404-635-7068
Cell: 470-332-6784

With a copy to:

Linda Criblez
Deputy Director for Homeland Security
linda.criblez@gema.ga.gov
Office: 470-889-5220
Cell: 404-360-8306

If to: _____

Contact Name: _____

Contact Title: _____

Subrecipient Name: _____

Address: _____

Address: _____

Email: _____

Phone: _____

- U. **Parties' Signature and Authority.** The Parties' representatives, in signing this Agreement, sign only as properly authorized representatives of their respective Parties and do not assume any personal liability thereby. The Parties'

representatives executing this Agreement warrant that they have full and current legal authority to act and contract on behalf of their Parties.

XIII. ENTIRE AGREEMENT; WAIVER; SIGNATURE AND DELIVERY. This Agreement including the incorporated Exhibits and Attachments, supersedes all prior Agreements, both verbal and written, and any discussions and writings and constitutes the entire Agreement between the Parties with respect to the specific subject matter hereof. No waiver or modification of this Agreement will be binding upon any Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right shall be deemed a waiver of such right. Execution and delivery of this Agreement electronically is hereby deemed valid and effective, and a signed facsimile or electronic copy is hereby deemed an original for all purposes.

XIV. SIGNATURE. In witness whereof, the Parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

(SIGNATURES ON FOLLOWING PAGE)

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THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

Name: Linda Criblez
Title: Deputy Director of Homeland Security

Date

[Subrecipient's Name]

Name: _____
Title: _____

Date