

**South Carolina Department of Parks, Recreation & Tourism**  
**LEGISLATIVE/EARMARKED AWARD AGREEMENT**

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**Grantee:** Congaree Complex Community Development Corporation  
**Project Name:** Congaree Complex CDC  
**Grant Period:** December 7, 2023 – June 30, 2024  
**Grant Award:** \$100,000.00

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South Carolina Department of Parks, Recreation and Tourism (SCPRT) does commit and grant to the Grantee, the sum in dollars set forth in the terms and conditions below for the project identified in Section 2 below. The acceptance of the Agreement and the Application for Grant, which is incorporated herein by reference, creates a contract between SCPRT and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the Application and this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices and any other documents or conditions attached herein and incorporated herein by reference.

**Section 1: DEFINITIONS:**

- (a) Agreement means this Grant Award Agreement.
- (b) Application means the Grant Program application forms submitted by the Grantee to SCPRT.
- (c) SCPRT means the South Carolina Department of Parks, Recreation & Tourism.
- (d) Grant means the dollars committed by SCPRT to the Grantee for the project.
- (e) Grantee means the unit of government or organization designated for the Grant and set forth above.
- (f) Project means the project identified and described in the Application.
- (g) State means the State of South Carolina and any agencies or offices thereof.

**Section 2: PROJECT DESCRIPTION:** Our project includes a variety of activities and programs for the youth and adults of the Lower Richland and surrounding areas; to include after school help with guided play, youth summer employment at local businesses, Youth Summer Camp with educational and sports emphasis, and Warriors Weekend to included entrepreneurship activities using computers and social media.

**Section 3: AMENDMENTS:** Any changes in the scope of work of the grant must be submitted in writing by the Grantee to SCPRT, and such request must clearly identify the need for the change or relief. Any adjustment granted by SCPRT shall be appended to this Agreement as an amendment.

**Section 4: PERFORMANCE:** By acceptance of this Grant, the Grantee warrants that it will complete or cause to be completed the activities as described in the approved Application, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part of the Project, SCPRT shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed as determined by the review of the final close report as provided for in Section 6 below.

**Section 5: FUNDING OVERRUNS/UNDERRUNS:** The Grantee agrees that it will return surplus Grant funds that result from project cost underruns, and that it will commit and provide monies from its own resources for cost overruns that are required to complete the Project. This Agreement creates no obligation on the part of SCPRT or the State to provide funds for the cost overruns.

**Section 6: REPORTING:** The Grantee must submit to SCPRT an accounting of the expenditures of Grant funds by June 30<sup>th</sup> of each fiscal year until the project is complete. The Grantee must submit a final report within 90 days of completion of the project. The report must include a final accounting of all funds expended compared to the budget submitted with the application or amended grant; including a statement demonstrating success of the goal/goals to include the measures used to evaluate the success of the project as stated on the application. The Grantee agrees that it will reimburse SCPRT for unauthorized and unwarranted expenditures disclosed in the review. Upon request of SCPRT, the Grantee shall make available, and cause any non-profit involved to make available, for audit and inspection by SCPRT and its representatives all the books, records, files and other documents relating to any matters pertaining to the Project, the Application or this Agreement. All organizations classified as a not-for-profit/non-profit should submit a quarterly update on project status, including completed work and expenses, regardless of any progress changes.

**Section 7: DISCRIMINATION:** The Grantee shall not impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

**Section 8: INTEREST OF CERTAIN FEDERAL OR STATE OFFICIALS:** No elected or appointed Local, State or Federal Official shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

**Section 9: INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF GRANTEE, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:** No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof,

for work to be performed in connection with the Project or this Agreement. The Grantee shall incorporate, or cause to be incorporated, in all of its contracts or subcontracts relating to the Project and this Agreement this provision prohibiting such interest.

**Section 10: MAINTENANCE OF RECORDS:** The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by SCPRT of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

**Section 11: GRANT PERIOD:** The Grantee must complete all activities associated with the Project within thirty-six (36) months of the Date of Award of this Grant. Completion is defined as the final documentation by Grantee to SCPRT of Grant funds expended (see Section 6) and issuance by SCPRT of a notification in writing of the closure of the Grant. SCPRT may grant extensions to this completion period requirement at its discretion.

**Section 12: SANCTIONS:** If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, SCPRT may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

**Section 13: APPLICABLE LAW:** This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

**Section 14: TERMS AND CONDITIONS:** SCPRT reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing SCPRT and any other agency of the State.

**Section 15: LIABILITY AND INDEMNIFICATION:** The Grantee understands and warrants that it will defend SCPRT against any liability arising from the Project, the Grant Application or this Agreement and that SCPRT accepts no liability for the Project nor any responsibility other than its agreement to provide the Grantee the Grant funds for the Project, insofar as such funds are expended in accordance with the terms and conditions of this Agreement. During the term of the Grant, the Grantee shall maintain tort liability insurance or shall have a self-funded and excess liability program with coverage amounts sufficient to meet the limits set forth under the SC Torts Claims Act in Section 15-78-120, as may be amended, for the purpose of indemnifying SCPRT and the State up to the limits set forth in that Act from any and all claims or liabilities arising out of the Project, the Grant, or this Agreement.

**Section 16: SEVERABILITY:** If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

**Section 17: WAIVER OF CONFIDENTIALITY:** Consistent with Executive Order No. 2022-19 which became effective July 1, 2022 (Executive Order), all information submitted to SCPRT relative to earmarked appropriations in the annual Appropriations Act shall be published on SCPRT.com and available for public review and inspection. By submitting the required documentation and signing the "Legislative/Earmarked Award Agreement" you hereby knowingly waive any right to confidentiality or non-disclosure in any and all materials related thereto.

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement which has been signed in the space provided below. The agreement must have original signatures and must be returned within fifteen (15) days from the Date.



12/7/2023

Date of Award

Duane N. Parrish  
Director

SC Department of Parks, Recreation & Tourism

**ACCEPTANCE FOR THE GRANTEE**



Signature of Official with Legal Authority  
to Execute this Agreement for the Grantee

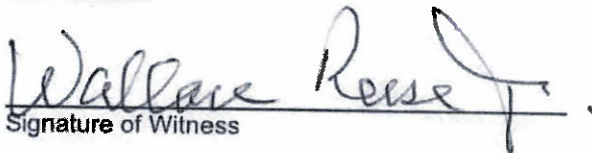
12/9/2023  
Date

Donnie Chambers

Print Name of Authorized Official

CEO  
Title

**WITNESS:**



Signature of Witness

12/9/2023  
Date

Wallace Reese, Jr.  
Print Name of Witness



## State of South Carolina Request for Contribution Distribution

This form is designed to collect the information required by South Carolina in accordance with Proviso 117.21 of the appropriations act and Executive Order 2022-19. This form must be submitted to the state agency that is providing the contribution for the designated organization. The state agency providing the contribution should use this form to collect information from the designated organization. The information must be collected from the designated organization before the funds can be disbursed.

### Contribution Information

Amount	State Agency Providing the Contribution	Purpose

### Organization Information

Entity Name	Congaree Complex Community Development Corporation
Address	P. O. Box 141
City/State/Zip	Gadsden, SC 29052
Website	www.congareecomplexcdc@gmail.com
SCEIS Vendor #	7000345285
Entity Type	

### Organization Contact Information

Contact Name	Ernestine L. Reese
Position/Title	Committee Member
Telephone	803-206-8617
Email	ernier48@yahoo.com

### Plan/Accounting of how these funds will be spent:

Description	Budget	Explanation
<b>Program Consultant</b> will oversee all projects for the CCCDC by providing guidance on various	\$6,000.00	The program consultant will work with all aspects of our projects from the
<b>Training Consultant for Warriors Weekend Project</b> - 2 training consultants are needed to work	\$6,000.00	Teenagers as well as adults will be introduced to basic mobile apps to foster
<b>After School Facilitators and Monitors</b> - 3 facilitators and monitors needed @ \$200.00 per	\$12,000.00	2 Facilitators will be available to assist elementary students with homework and
<b>Summer Camp Consultants</b> - 6 consultants (math, reading, writing, arts and crafts, kid bosses -	\$12,000.00	30 Rising 3rd through rising 8th grade students will be given the opportunity to
<b>Summer Camp Coaches</b> - 2 coaches at \$2000.00 for the 4 week camp	\$4,000.00	The 2 coaches will work with the youth during the 4 weeks on the various sports
<b>Supplies for Summer Camp and After School Projects and Warriors Weekend</b>	\$3,600.00	paper products, writing tablets, arts and crafts supplies, certificates, name tags,
<b>Breakfast and Lunch for Summer Camp and Snacks for Afterschool Project</b>	\$6,000.00	We will serve breakfast and lunch for our campers and have nutritious snacks
<b>Classroom Furniture for the Warriors Weekend Project</b>	\$10,000.00	We will upgrade the furniture in the classrooms to accommodate 20 people in
<b>Equipment for Summer Camp and After School Activities</b>	\$9,200.00	Indoor tennis sets, volleyball sets, softball equipment, badminton supplies,
<b>Printers for all Projects</b>	\$4,000.00	2 printers costing \$2000.00 each. Printers will be used for Summer Camp as well
<b>Marketing</b>	\$1,700.00	Flyers, signs, advertisements, social media, website displays, etc. to publicize our
<b>Camp Field trips</b>	\$5,000.00	Transportation, driver fees, campers entrance fees
<b>Youth Summer Employment</b>	\$5,500.00	Fund summer employment for 20 youth (ages 13 - 18) at local businesses for 2
<b>Incentives</b>	\$5,000.00	Give incentives such as gift cards, monetary donations for attendance,
<b>Apple Technology Refurbished for Warriors Weekend to Accommodate 20 students</b>	\$10,000.00	Purchase 20 refurbished Apple Monitors, Laptops, Tablets, etc. to be used in the
<b>Grand Total</b>	<b>\$100,000.00</b>	

### Please explain how these funds will be used to provide a public benefit:

The mission of the Congaree Complex Community Development Corporation is to serve and empower the people of Lower Richland and surrounding areas to meet their physical and spiritual needs by providing facilities and opportunities that will ensure full access to a variety of economic and education development, services, jobs, and activities. In the past we have provided summer camps for the youth in the area. Reading, creative writing, mathematics, arts and crafts, healthy nutrition, project-based learning, sports (basketball and tennis mini camps) and a special entrepreneurship camp within our camp have been entwined in our summer camp our the years. We also provided employment opportunities for youth between the ages of 13 and 17 to engage in summer employment. The funds will provide a public benefit since this area lack many of the activities we will be providing. All of these opportunities that we offer and will implement through this funding will provide a public benefit because they are opportunities that have are not been given to the people in this area. We want to empower the people of the area to become entrepreneurs and have recreational and educational opportunities that are not available for them. These projects will assist and be a great public benefit. The community will benefit by having the youth and adults of the area engage in a learning environment which will foster independence, enhance self-esteem, and promote work skills. Youth will have a place to come during the time they are out of school which will reduce idle time and crime in the community. Youth will learn more about Internet safety and how to develop a business plan. Everything that the youth learn during the camp will carry over to their parents and guardians and thus to the community.

### Organization Certifications

- 1) Organization hereby gives assurance that no person shall, upon the grounds of race, creed, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity for which this organization is responsible.
- 2) Organization certifies that it will provide quarterly spending reports to the Agency Providing Contribution listed above.
- 3) Organization certifies that it will provide an accounting at the end of the fiscal year to the Agency Providing Contribution listed above.
- 4) Organization certifies that it will allow the State Auditor to audit or cause to be audited the contributed funds.

Chief Executive Officer  
Title

11/15/2023  
Date

Organization Signature

Donnie C. Chambers  
Printed Name

### Certifications of State Agency Providing Contribution

- 1) State Agency certifies that the planned expenditure aligns with the Agency's mission and/or the purpose specified in the appropriations act.
- 2) State Agency certifies that the Organization has set forth a public purpose to be served through receipt of the expenditure.
- 3) State Agency certifies that it will make distributions directly to the organization.
- 4) State Agency certifies that it will provide the quarterly spending reports and accounting received from the organization to the Senate Finance Committee, House Ways and Means Committee,

and the Executive Budget Office by June 30, 2024.

5) State Agency certifies that it will publish on their website any and all reports, accountings, forms, updates, communications, or other materials required by Proviso 117.21 of the appropriations act.

6) State Agency will certify to the Office of the Governor that it has complied with the requirements of Executive Order 2022-19 by June 30, 2024.

  
Agency Head Signature

12/12/2023

Date

Duane Parrish

Printed Name