

HANDSHAKE PARTNERSHIP AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
The American Chestnut Foundation
The Northeast Dubois County School Corporation
The Boy Scouts of America
Dubois Ruritan
Dubois Rural Electric Cooperative

THIS AGREEMENT, entered into this day of March 2024, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Corps of Engineers Louisville District- Patoka Lake, The American Chestnut Foundation, Northeast Dubois County School Corporation, The Boy Scouts of America, Dubois Ruritan, and Dubois County Rural Electric Cooperative (hereinafter the "Partners"), represented by a signature from a representative of each.

WITNESSETH, THAT:

WHEREAS, the Government manages lands and waters at Patoka Lake which includes recreational opportunities for the public, and

WHEREAS, restoration of the American Chestnut on project lands at Patoka Lake by planting of an experimental stand will help ensure the health and vigor of the American Chestnut population and support a healthy forest ecosystem, and

WHEREAS, the Partners are interested in promoting and aiding the Government in restoring and enhancing an American Chestnut stand, healthy forest ecosystem, and

WHEREAS, it is mutually beneficial to the Government and the Partners to work cooperatively to restore and enhance an American Chestnut stand for ecological and educational purposes, and

WHEREAS, the Partners, to aid the Government in this project have voluntarily agreed to supply labor and supplies, and

WHEREAS, Section 225 of the Water Resources Development Act of 1992, PL 102-580, (Oct 31, 1992), authorizes the Secretary of the Army to accept contributions from the Partners and apply those contributions to the Project, and

WHEREAS, the Government and the Partners have the full authority and capability to perform as hereinafter set forth and intend to cooperate in financing and challenge cost-sharing per the terms of this agreement.

NOW THEREFORE, the Government and the Partners agree as follows:

ARTICLE I - DEFINITIONS AND GENERAL PROVISIONS

For purposes of this agreement:

a. The term "Project" shall mean the planting of approximately one-half acre of American Chestnut trees planted on project lands near Patoka Lake and the gathering of scientific data for the benefit of restoring and enhancing the American Chestnut population and for ecological and educational purposes.

b. The term "total project costs" shall mean all costs incurred by the Government and the Partners related to construction of the project.

c. This agreement in no way restricts the Government from participating in similar activities or arrangements with, or accepting contributions from, other public and private agencies, organizations, and individuals.

d. All donated property, facilities, and improvements placed on Government land as well as any work carried out under this agreement shall become the property of the Government.

ARTICLE II - OBLIGATIONS OF THE PARTIES

a. The Government, subject to and using funds appropriated by the Congress of the United States (hereinafter the "Congress"), and using funds provided by the Partners, shall expeditiously construct the Project, applying those procedures usually applied to Federal projects, following Federal laws, regulations, and policies. The award of contracts, modifications or change orders, and performance of all work on the Project (whether the work is performed under contract or by the Government personnel) shall be exclusively within the control of the Government.

b. The Government shall provide:

- Suitable land for American Chestnut Reintroduction including ground preparation, per all environmental laws, regulations and approved NEPA (National Environmental Policy Act).
- Adequate fence to deter local fauna damage.
- Routine maintenance on and around the American Chestnut stand.
- Educational information for the public.

c. The Partners shall provide:

- American Chestnut seedlings from resistant or potentially resistant American Chestnut trees for use in evaluating products of TACF's chestnut breeding efforts on USACE lands.

- Technical advice to aid with planting, growth monitoring, and data analysis of the American Chestnut.
- Labor to aid with planting, growth monitoring, and data analysis of the American Chestnut.
- The American Chestnut Foundation will be operating under the auspices of the National MOU created between The U.S. Army Corps of Engineers and The American Chestnut Foundation. (December 2009)
- The Boy Scouts of America will be operating under the auspices of the cooperative agreement between the U.S. Army Corps of Engineers and the Boy Scouts of America. (January 1987)

d. The Government shall perform a final accounting to determine the contributions provided by all parties to this agreement and to determine whether each has met its obligations under paragraphs b and c of this Article.

e. No Federal funds may be used to meet the Partners total project costs under this Agreement.

ARTICLE III - METHOD OF PAYMENT

a. The Government shall maintain current records of contributions provided by the Partners and a current projection of total project costs. At least quarterly, the Government shall provide the Partners with a report setting forth all contributions provided to date and the current projection of total project costs, of the components of total project costs, of each party's share of total project costs, and of the Partners contribution required by Article II.b. of this Agreement. On the effective date of this Agreement, total project costs are projected to be \$86,700, and the Partners contribution required under Article II.b. of this Agreement is projected to be \$ 74,200. Such amounts are estimates subject to adjustment and are not to be construed as the total financial responsibilities of the Government and the Partners.

b. The Partners shall provide the contribution required under Article II.b. of this agreement by the following provisions: Not less than 30 calendar days prior Government shall notify the Partners of the contribution required from the Partners to meet its projected goal.

c. Upon completion of the Project and resolution of all relevant claims and appeals, the Government shall conduct a final accounting and supply the Partners with the results of the final accounting. The final accounting shall establish total project costs, each party's contribution provided thereto, and each party's required share thereof.

ARTICLE IV - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third-party acceptable to both parties. The parties shall each

pay 50 percent of any costs for the services provided by such a third-party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE V - FEDERAL AND STATE LAWS

In exercise of their respective rights and obligations under this Agreement, the Government and the Partners agree to follow all applicable Federal and State laws and regulations, including, but not limited to, Section 601 of Title VI of the Civil Rights Act of 1964, PL 88-352, and the Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, as well as Army Regulations 600.7, entitled "Non-discrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army".

ARTICLE VI - RELATIONSHIP OF PARTIES

a. In the exercise of their respective rights and obligations under this Agreement, the Government and the Partners each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

b. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights such other party may have to seek relief or redress against such contractor either pursuant to any cause of action that such other party may have or for violation of any law.

ARTICLE VII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE VIII - INDEMNIFICATION

The Partners shall hold and save the Government free from all damages arising from services it performs or provides for the construction, operation, maintenance, repair, replacement, and rehabilitation of the Project, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - TERMINATION OR SUSPENSION

a. If at any time the Partners fail to fulfill its obligations under this Agreement, the District Commander shall terminate this Agreement or suspend future performance under this Agreement unless he/she determines that continuation of work on the Project is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the Project.

b. If the Government fails to receive annual appropriations in amounts sufficient to meet Project expenditures for the then-current or upcoming fiscal year, the Government shall so notify the Partners, and sixty calendar days thereafter either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. If either party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until such time as the Government receives sufficient appropriations or until either the Government or the Partners elect to terminate this Agreement.

c. If either party elects to terminate this Agreement pursuant to this Article, both parties shall conclude their activities relating to the Project and proceed to a final accounting in accordance with Article II of this Agreement.

d. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article shall not relieve the parties of liability for any obligation previously incurred.

ARTICLE X - NOTICES

a. Any notice, request, demand, or other communication required or permitted to be given under this Agreement deemed to have been duly given if in writing and delivered personally or by telegram, or mailed either by first-class, registered, or certified mail, as follows:

If to the Partners:

The American Chestnut Foundation
50 North Merrimon Av. Suite 115
Asheville, North Carolina 28804

Dubois Ruritan
5430 East Jasper-Dubois Road
Dubois, Indiana 47527

The Northeast Dubois School
Corporation
4711 North Dubois Road Northeast
Dubois, Indiana 47527

Dubois Rural Electric Cooperative
1400 Energy Drive
Jasper, Indiana 47546

Boy Scouts of America, Buffalo Trace
3501 E Lloyd Expressway
Evansville, Indiana 47715

If to the Government: U.S. Army Corps of Engineers, Patoka Lake
4512 N. Cuzco Road South
Dubois, Indiana 47527


b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

c. Any notice, request, demand, or other communication made pursuant to this Article shall be considered to have been received by the addressee at the earlier of such time as it is received or seven calendar days after it is mailed.


ARTICLE XI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the Chief of Operations, Louisville District.

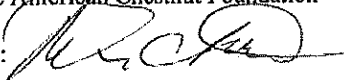
The Department of the Army

BY: 
TITLE: CHIEF, OPERATIONS DIVISION
USACE, LOUISVILLE DISTRICT
DATE: 4/11/24

Dubois Ruritan

BY: Shawn Dooley - 
TITLE: Director
DATE: 3/8/24

The American Chestnut Foundation

BY: 
TITLE: CEO / President
DATE: 3/11/2024

Dubois Rural Electric Cooperative

BY: Pat Shelton
TITLE: Manager of Dubois
DATE: 3/8/24

Northeast Dubois High School

BY: Dr. Tara Rasche
TITLE: Superintendent
DATE: 3/8/24

The Boy Scouts of America

BY: Andrew M. Brown
TITLE: Scoutmaster Troop 70
DATE: 3-11-24

Challenge Partnership Financial Work Sheet

Corps Project Name: Patoka Lake Dam
Work Project Title: American Chestnut Regeneration Plot
POC Name: James R. Merkle
Address: 4512 North Cuzco Road South
Telephone: 812 -678-2410 x 2
Location on Project: Near office building

State: In Zip Code: 47527

City: Dubois

Partners Organization 1: The American Chestnut Foundation

POC Name: Sara Fitzsimmons
Address: 50 North Merrimon Avenue
Telephone: 814-404-6013
Email: sff3@psu.edu

State: NC Zip Code: 28804

City: Asheville,

Partners Organization 2: Northeast Dubois School Corporation

POC Name: Traci Wineinger
Address: 4711 North Dubois Road Northeast
Telephone: 812-678-2251
Email: Twineinger@nedubois.k12.in.us

State: IN Zip Code: 47527

City: Dubois

Partners Organization 3: Boy Scouts of America, Buffalo Trace Council

POC Name: Drew Schroering
Address: 3501 E Lloyd Expressway
Telephone: 800-968-4578

State: IN Zip Code: 47715

City: Evansville

Partners Organization 4: Dubois Ruritan

POC Name: Shawn Dooley
Address: 5430 E Jasper Dubois Road
Telephone: 812-556-9811

State: IN Zip Code: 47527

City: Dubois

Partners Organization 5: Dubois Rural Electric Cooperative

POC Name: Patrick Lichlyter
Address: 1400 Energy Drive
Telephone: 812-482-5454

State: IN Zip Code: 47546

City: Jasper

	Local Corps Office	Handshake Funds	American Chestnut Foundation	Northeast Dubois High School	Boy Scouts of America	Dubois Ruritan
Salaries	\$2,500	\$0	\$8,000	\$5,000	\$0	\$0
Travel	\$0	\$0	\$1,000	\$0	\$0	\$0
Materials and Supplies	\$0	\$7,000	\$50,000	\$0	\$0	\$0
Equipment Use	\$0	\$3,000	\$0	\$0	\$0	\$0
Funds Contributed	\$0	\$0	\$0	\$0	\$0	\$0
Personal Property	\$0	\$0	\$0	\$0	\$0	\$0
Volunteer	\$0	\$0	\$0	\$3,000	\$3,000	\$3,000
In-Kind Services	\$0	\$0	\$0	\$0	\$0	\$0
Other (explain below)	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$2,500	\$10,000	\$59,000	\$8,000	\$3,000	\$3,000
Share of Total Cost	2.88%	11.53%	68.05%	9.23%	3.46%	3.46%

	Dubois REC	Total
Salaries	\$0	\$15,500
Travel	\$0	\$1,000
Materials and Supplies	\$1,200	\$58,200
Equipment Use	\$0	\$3,000
Funds Contributed	\$0	\$0
Personal Property	\$0	\$0
Volunteer	\$0	\$9,000
In-Kind Services	\$0	\$0
Other (explain below)	\$0	\$0
Total	\$1,200	\$86,700
Share of Total Cost	1.38%	100.00%

Simple description of work to be carried out through the partnership:

USACE Patoka Lake proposes to reestablish this chestnut into its former native territory by planting an approximate one-half-acre field with a mixed variety of American chestnut for research. The American Chestnut Foundation will supply American Chestnut trees, guidance, and interpretative signs. Northeast Dubois High School Forestry Class, Boy Scouts of America, and Dubois Ruritan will help with installation, maintenance, and study of the trees for the foreseeable future. Dubois Rural Electric Cooperative will supply electric poles to be used for fencing. Required fence and equipment cost will be provided by USACE Patoka Lake using handshake funds.