FS Agreement No. 25-LE-11081100-256

Cooperator Agreement No. _____

COOPERATIVE LAW ENFORCEMENT AGREEMENT
Between
Caldwell County Sheriff's Office
And The
USDA, FOREST SERVICE
National Forest in North Carolina

This COOPERATIVE LAW ENFORCEMENT AGREEMENT ('Agreement') is entered into by and between Caldwell County Sheriff's Office, hereinafter referred to as "Caldwell County Sheriff's Office," and the United States Department of Agriculture (USDA), Forest Service, National Forests in North Carolina, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Law Enforcement Act of August 10, 1971, Pub. L. 92-82, 16 U.S.C. 551a.

Background: The parties to this agreement recognize that public use of National Forest System lands (NFS lands) is usually located in areas that are remote or sparsely populated. The parties also recognize that the enforcement of State and local law is related to the administration and regulation of NFS lands and Caldwell County Sheriff's Office has/have a limited amount of financing to meet their responsibility of enforcing these laws.

Title: Caldwell County Sheriff's Office

I. PURPOSE:

The purpose of this agreement is to document a cooperative effort between the parties to enhance State and local law enforcement in connection with activities on NFS lands and provide for reimbursement to Caldwell County Sheriff's Office for the intensified portion of this effort.

In consideration of the above premises, the parties agree as follows:

II. THE COOPERATOR SHALL:

A. Perform in accordance with the approved and hereby incorporated Financial and Operating Plan (Operating Plan) attached as Exhibit A. *See related Provision IV-E.*

B. Ensure that the officers/agents of Caldwell County Sheriff's Office performing law enforcement activities under this agreement meet the same standards of training

required of the officers/agents in their jurisdiction, or the State Peace Officers Standards of Training where they exist.

C. Provide uniformed officers/agents with marked vehicles to perform all activities unless agreed to otherwise in the Operating Plan.

D. Advise the U.S. Forest Service Principal Contact, listed in Provision IV-B, of any suspected criminal activities in connection with activities on NFS lands.

E. Upon the request of the U.S. Forest Service, dispatch additional deputies within manpower capabilities during extraordinary situations as described in Provision IV-J.

F. Complete and furnish annually the U.S. Forest Service with Form FS-5300-5, Cooperative Law Enforcement Activity Report, identifying the number of crimes occurring on NFS lands. The report shall follow the FBI Uniform Crime Reporting groupings, Part I and Part II offenses. Offenses and arrest information shall be combined and reported for each crime. This report shall separate the crimes handled under this agreement from those handled during regular duties.

G. Provide the U.S. Forest Service Principal Contact, listed in Provision IV-B, with case reports and timely information relating to incidents/crimes in connection with activities on NFS lands.

H. Bill the U.S. Forest Service for Caldwell County Sheriff's Office's actual costs incurred to date, displayed by separate cost elements, excluding any previous U.S. Forest Service payment(s) made to the date of the invoice, not to exceed the cumulative funds obligated hereunder and as specified on the Operating Plan. Billing frequency will be as specified in the Operating Plan. See related Provisions III-B, IV-I, and IV-P.

I. Give the U.S. Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all records related to this agreement. As used in this provision, "records" include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

J. Comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, Executive Orders, regulations, and policies. These include, but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.

K. Maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in

information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) the cooperator shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

III. THE U.S. FOREST SERVICE SHALL:

A. Perform in accordance with the Operating Plan attached as Exhibit A.

B. Reimburse Caldwell County Sheriff's Office for actual expenses incurred, not to exceed the estimated amount shown in the Operating Plan. The U.S. Forest Service will make payment for project costs upon receipt of an invoice. Each correct invoice shall display Caldwell County Sheriff's Office's actual expenditures to date of the invoice, displayed by separate cost elements as documented in the Operating Plan, less any previous U.S. Forest Service payments. See related Provisions II-H and IV-I. The invoice should be forwarded as follows:

Submit original invoice(s) for payment to:	**Send copy to:**
USDA, Forest Service Budget & Finance - Grants & Agreements 4000 Masthead St, NE Albuquerque, NM 87109	Victoria Stackhouse USDA Forest Service National Forests in North Carolina 160A Zillicoa Street Ashville, NC 28802
FAX: (877) 687-4894 Email: sm.fs.asc_ga@usda.gov	Phone: 828-380-9567 Email:victoria.stackhouse@usda.gov

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED UPON BY AND BETWEEN THE PARTIES THAT:

A. The parties will make themselves available, when necessary to provide for continuing consultation, exchange information, aid in training and mutual support, discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.

B. The principal contacts for this agreement are:

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Kevin Bean Address: 2351 Morganton Blvd SW City, State, Zip: Lenoir, NC 28645 Telephone: 828-758-2324 FAX: Email: blellis@caldwellcountync.gov	Name: Kevin Bean Address: 2351 Morganton Blvd SW City, State, Zip: Lenoir, NC 28645 Telephone: 828-758-2324 FAX: Email: blellis@caldwellcountync.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Jody Bandy Address: 1720 Peach Street NW, Suite 760S City, State, Zip: Atlanta, GA 30309-2449 Telephone: FAX: Email: jody.bandy@usda.gov	Name: Victoria Stackhouse Address: 160A Zillicoa Street City, State, Zip: Ashville, NC 28802 Telephone: 828-689-9694 FAX: Email: victoria.stackhouse@usda.gov

C. An Operating Plan will be negotiated on a fiscal year basis. At the end of the year, funds not spent may be carried forward to the next year, or deobligated at the request of the U.S. Forest Service. Upon expiration of the Cooperative Law Enforcement Agreement, funds not spent will be deobligated.

D. This agreement has no effect upon Caldwell County Sheriff's Office's right to exercise civil and criminal jurisdiction on NFS lands nor does this agreement have any effect upon the responsibility of the U.S. Forest Service for the enforcement of federal laws and regulations relative to NFS lands.

E. Any Operating Plan added to this agreement will be jointly prepared and agreed to by the parties. The Operating Plan shall at a minimum contain:

1. Specific language stating that the Operating Plan is being added to this agreement thereby subjecting it to the terms of this agreement.

2. Specific beginning and ending dates.

3. Bilateral execution prior to any purchase or the performance of any work for which reimbursement is to be made.

4. Specify any training, equipment purchases, and enforcement activities to be provided and agreed rates for reimbursement including the maximum total amount(s) for reimbursement.

5. An estimate of the useful life of any equipment purchased under this agreement as required by Provision IV-K.

6. Billing frequency requirement(s). *See related Provisions II-H and III-B.*

7. Designation of specific individuals and alternate(s) to make or receive requests for enforcement activities under this agreement.

8. A review and signature of a U.S. Forest Service Agreements Coordinator.

F. Nothing in this agreement obligates either party to accept or offer any Operating Plan under this agreement.

G. The officers/agents of Caldwell County Sheriff's Office performing law enforcement activities under this agreement are, and shall remain, under the supervision, authority, and responsibility of Caldwell County Sheriff's Office. Law enforcement provided by Caldwell County Sheriff's Office and its employees shall not be considered as coming within the scope of federal employment and none of the benefits of federal employment shall be conferred under this agreement.

H. MINIMUM WAGE AND PAID SICK LEAVE REQUIREMENTS**.** Executive Order 14026, Increasing the Minimum Wage for Federal Contractors, and its implementing regulations, including the federal contractor minimum wage clause at 29 CFR Part 23, Appendix A, and Executive Order 13706, Establishing Paid Sick Leave for Federal Contractors, and its implementing regulations, including the federal contractor paid sick leave clause at 29 CFR Part 13, Appendix A, apply to the Cooperator and any subcontractors under this agreement. These regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement.

I. Federal Communication Commission procedures will be followed when operating radio(s) on either party's frequency.

J. Cooperator's reimbursable expenses must be: listed in an approved Operating Plan; expended in connection with activities on NFS lands; and expenses beyond those which are normally able to provide.

K. During extraordinary situations such as, but not limited to: fire emergency, drug enforcement activities, or certain group gatherings, the U.S. Forest Service may request to provide additional special enforcement activities. The U.S. Forest Service will reimburse Caldwell County Sheriff's Office for only the additional activities requested and not for activities that are regularly performed by Caldwell County Sheriff's Office.

L. Reimbursement may include the costs incurred by Caldwell County Sheriff's Office in equipping or training its officers/agents to perform the additional law enforcement activities authorized by this agreement. Unless specified otherwise in the Operating Plan, reimbursement for equipment and training will be limited to a pro rata share based on the percentage of time an officer/agent spends or equipment is used under this agreement.

M. When reimbursement for items such as radios, radar equipment, and boats is being contemplated, reimbursement for leasing of such equipment should be considered. If the U.S. Forest Service's equipment purchases are approved in the Operating Plan, an estimate of the useful life of such equipment shall be included. When purchased, equipment use rates shall include only operation and maintenance costs and will exclude depreciation and replacement costs. Whether Caldwell County Sheriff's Office is/are reimbursed for lease/purchase costs, or the U.S. Forest Service purchases and transfers the equipment, the total cost for the equipment cannot exceed the major portion of the total cost of the Operating Plan unless approved by all parties in the agreement and shown in the Operating Plan.

N. When the U.S. Forest Service provides equipment, the transfer shall be documented on an approved property transfer form (AD-107) or equivalent. Title shall remain with the U.S. Forest Service, however; Caldwell County Sheriff's Office shall ensure adequate safeguards and controls exist to protect loss or theft. Caldwell County Sheriff's Office shall be financially responsible for any loss at original acquisition cost less depreciation at the termination of the agreement. Caldwell County Sheriff's Office is responsible for all operating and maintenance costs for equipment that the U.S. Forest Service has reimbursed Caldwell County Sheriff's Office for and/or transferred to Caldwell County Sheriff's Office under the AD-107 process or equivalent.

O. Equipment and supplies approved for purchase under this agreement are available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the U.S. Forest Service of equipment and supplies, with a current per-unit fair market value in excess of $5,000.00, purchased by Caldwell County Sheriff's Office using any Federal funding. Upon expiration of this agreement Caldwell County Sheriff's Office shall forward an equipment and supply inventory to the U.S. Forest

Service, listing all equipment purchased throughout the life of the project and unused supplies. The U.S. Forest Service will issue disposition instructions within 120 calendar days, in accordance with equipment regulations contained in 7 CFR 3016.32.

P. When no equipment or supplies are approved for purchase under an Operating Plan, U.S. Forest Service funding under this agreement is not available for reimbursement of Caldwell County Sheriff's Office's purchase of equipment or supplies.

Q. When State conservation agencies have the responsibility for public protection in addition to their normal enforcement responsibility, their public protection enforcement activities may be included in Operating Plans and are then eligible for reimbursement. Reimbursement is not authorized to State Conservation Agencies for enforcement of fish and game laws in connection with activities on NFS lands.

R. Pursuant to 31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B, any funds paid to Caldwell County Sheriff's Office in excess of the amount to which Caldwell County Sheriff's Office is/are finally determined to be entitled under the terms and conditions of the award constitute a debt to the federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

1. Making an administrative offset against other requests for reimbursements.

2. Withholding advance payments otherwise due to Caldwell County Sheriff's Office.

3. Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 U.S.C. Chapter 37.

S. Modifications within the scope of the agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

T. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for each party's expenses and all noncancelable obligations properly incurred up to the effective date of termination.

U. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below

provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

(a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

V. This agreement in no way restricts the U.S. Forest Service or Caldwell County Sheriff's Office from participating in similar activities with other public or private agencies, organizations, and individuals.

W. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

X. Any information furnished to the U.S. Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).

Y. This agreement is executed as of the date of the last signature and, unless sooner terminated, shall be effective for a period of five years through April 31, 2030.

Z. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

Kevin Bean, Sheriff — Date
Caldwell County, NC

JAMES MELONAS, Forest Supervisor — Date
U.S. Forest Service, National Forest in North Carolina

AARON DOBSON — Date
Special Agent in Charge, Southern Region

The authority and format of this agreement have been reviewed and approved for signature.

Plez West
Digitally signed by Plez West
Date: 2025.05.23 09:23:10 -04'00'

PLEZ WEST — Date
U.S. Forest Service Grants Management Specialist

Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The OMB control number for this information collection is 0596-0217. Response to this collection of information is mandatory. The authority to collect the information Section 7 of the Granger-Thye Act (16 U.S.C. 580d) and Title IV of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1751-1753). The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Clearance Officer, OIRM, 1400 Independence Avenue, SW, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB# 0596-0217), 725 17th Street NW, Washington, D.C. 20503.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TYY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

The Privacy Act of 1974, 5 U.S.C. 552a and the Freedom of Information Act, 5 U.S.C. 552 govern the confidentiality to be provided for information received by the Forest Service.

FS Agreement No. 25-LE-11081100-256

Cooperator Agreement No. _____

EXHIBIT A

COOPERATIVE LAW ENFORCEMENT OPERATING & FINANCIAL PLAN
Between
CALDWELL COUNTY SHERIFF'S OFFICE
And the
USDA, FOREST SERVICE
NATIONAL FOREST IN NORTH CAROLINA

2025 OPERATING AND FINANCIAL PLAN

This Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the Caldwell County Sheriff's Office, hereinafter referred to as "Caldwell County Sheriff's Office," and the United States Department of Agriculture (USDA), Forest Service, National Forest in North Carolina, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #25-LE-11081100-256. This Operating and Financial Plan is made and agreed to as of the last signature date on the Cooperative Law Enforcement Agreement and is in effect through November 30, 2025, unless modified during the annual review.

Previous Year Carry-over: $0.00
Current 2025 Year Obligation: $600,000
Year 2025 Total Operating Plan: $120,000

I. GENERAL:

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Kevin Bean Address: 2351 Morganton Blvd SW City, State, Zip: Lenoir, NC 28645 Telephone: 828-758-2324 FAX: Email: blellis@caldwellcountync.gov	Name: Kevin Bean Address: 2351 Morganton Blvd SW City, State, Zip: Lenoir, NC 28645 Telephone: 828-758-2324 FAX: Email: blellis@caldwellcountync.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Jody Bandy Address: 1720 Peach Street NW, Suite 760S City, State, Zip: Atlanta, GA 30309-2449 Telephone: 404-347-3352 FAX: Email: jody.bandy@usda.gov	Name: Victoria Stackhouse Address: 160A Zillicoa Street City, State, Zip: Ashville, NC 28802 Telephone: 828-689-9694 FAX: Email: victoria.stackhouse@usda.gov

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

$0/mile patrolled
Per diem rate is $0/day
Wages at the prevailing rate of $50/hour plus fringe benefits for the individual officer at the rate of $0/hour.

II. PATROL ACTIVITIES:

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Caldwell County Sheriff's Office and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

B. Due to Hurricane Helene damage in Caldwell County and on the Pisgah National Forest a significant portion of the National Forest lands within Caldwell County are more hazardous for and during patrol activities. Large areas are inaccessible via normal routes and equipment. Due to the increase hazard and risks the areas remain closed to public use. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity. Once areas are reopened to the public, patrols will be focusing on safety of the public.

1. Patrol on following U.S. Forest Service roads:

All Forest Service Lands in Caldwell County, including but not limited to:
Hwy 1328 – Brown Mtn Beach Road/Wilson Creek
FS RT 45 – Edgemont Road
FS RT 187 – Maple Sally Road
FS RT 4071 – Thunderhole Creek

2. Patrol in the following campgrounds, developed sites, or dispersed areas:

   Mortimer Campground
   Boone's Fork

Total reimbursement for this category shall not exceed the amount of: $120,000.

III. TRAINING:

See Cooperative Law Enforcement Agreement Provision IV-K for additional information.

Total reimbursement for this category shall not exceed the amount of: $0

IV. EQUIPMENT:

See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.

Total reimbursement for this category shall not exceed the amount of: $0

V. SPECIAL ENFORCEMENT SITUATIONS:

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Operating Plan. The designated representative will then notify Caldwell County Sheriff's Office when funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan.

   1. Drug Enforcement: This will be handled on a case-by-case basis. The request will normally come from the patrol Captain; however, it may come from the Special

Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.

2. Fire Emergency: During emergency fire suppression situations and upon request by the U.S. Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a U.S. Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated, or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

VI. BILLING FREQUENCY:

See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.

A. Reimburse the Cooperator monthly for actual expenses incurred, not to exceed $120,000. The U.S. Forest Service will make payment for project cost upon receipt of an invoice. Each invoice shall display the agreement number, billing period, and Cooperators actual expenditures, to date of the invoice, displayed by separate cost elements.

B. The following is a breakdown of the total estimated costs associated with this Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	$120,000	0
Training	N/A	N/A
Equipment	N/A	N/A
Special Enforcement Situations	N/A	N/A
Total	**$120,000**	**N/A**

C. Any remaining funding in this Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*

United States Department of Agriculture | Forest Service | National Forests of North Carolina, Law Enforcement and Investigations | 160 A Zillicoa Street Asheville, NC 28801

File Code: 5300 **Date:** April 21, 2025
Route To:

Subject: Hurricane Helene Law Enforcement Statement of Work

To: Whom This May Concern

Hurricane Helene impacted approximately 822,000 acres of Western North Carolina across 17 counties, nearly 900 miles of forest roads and approximately 800 miles of trails were damaged within the National Forests of North Carolina (NFsNC). Damage ranged from roadways, facilities, campgrounds, heritage sites, dispersed recreation areas, and a large portion of general forest areas. These areas continue to receive high recreation visibility and use.

The purpose of this disaster recovery work agreement is to document a cooperative effort between Caldwell County Sheriff's Department and the U.S Forest Service to enhance public health and safety, preserve and protect the restoration project areas and disaster recovery activities on the NFsNC, due to the impacts of Hurricane Helene. Hurricane Helene caused significant damage to the resources and infrastructure of the NFsNC, including historical landmarks. The NFsNC continues its restorative efforts, as work continues public safety around large equipment has slowed progress. Areas continue to see degradation of restored areas due to high levels of public use. This statement of work covers Law Enforcement activities within the boundaries of Caldwell County. The below covers the areas where Caldwell County Sheriffs Office will assist National Forest Law Enforcement but is not an all-encompassing list.

1. Collaborate in the strategic planning of law enforcement activities during habitat and forest facilities restoration within the NFsNC.
2. Mitigate safety hazards on Forest development roadways, trail systems, developed recreation sites and dispersed recreation areas.
3. Due to Hurricane Helene areas have become more hazardous to recreating public users. This work provides extended EMS and law enforcement services to the public who are injured and or stranded within the boundaries of Caldwell County, NFsNC.
4. Provide enforcement initiatives toward urban development and construction dumping within the Caldwell County boundaries on the NFsNC due to Hurricane Helene repairs. Enforcement work actions will be documented on but not limited to USFS Law Enforcement and Investigations Incident Reports, District Court Violation Notices and the State of North Carolina violations notices system.
5. Provide law enforcement safety support to ongoing Hurricane Helene project areas to forest personnel and contractors, to include Forest Road projects and timber removals.
6. Provide search and rescue efforts to the public due to scale down trees, accidents in areas of concern as well as areas under closure.
7. Protection of rehabilitated property remains of the highest concern. The costs associated with restoration of NFS lands remain extensive. Additional vehicle and foot patrols into sensitive areas under restoration will ensure protection and integrity of the NFsNC heritage/archaeological sites.
8. The NFsNC continues to have an increasing transient population. This population is under continuous exposure to the elements and hazards. Due to shallow rooted trees and variable

environmental conditions and damage, these areas will be patrolled heavily to ensure public health and safety is met.

9. At the conclusion of this agreement, any remaining materials and supplies with remaining serviceable life, purchased under this agreement will be addressed and decided upon to remain with Caldwell County Sheriffs Office for ongoing use in relation to the continuous support NFS Law Enforcement within Caldwell County or become property of the USFS.

_____
VICTORIA STACKHOUSE
Lead Law Enforcement Officer
National Forests in North Carolina