THIS EMERGENCY MEDICAL SERVICES AGREEMENT (hereinafter "Agreement"), is made and entered into effective the 1st day of July 2026, by and between **CALDWELL COUNTY**, a body politic, organized and existing under and by virtue of the laws of the State of North Carolina (hereinafter "Caldwell"), and **WATAUGA COUNTY**, a body politic, organized and existing under and by virtue of the laws of the State of North Carolina (hereinafter "Watauga"):

WITNESSETH

WHEREAS, Caldwell and Watauga are counties located in the mountains of North Carolina; and

WHEREAS, the terrain of these counties is not conducive to quick response by emergency vehicles; and

WHEREAS, Caldwell and Watauga counties desire to decrease response time and provide better ambulance service for the citizens along the Caldwell-Watauga border; and

WHEREAS, both the Caldwell County Board of Commissioners and the Watauga County Board of Commissioners are desirous of maintaining this mutually beneficial relationship for the benefit of their respective constituents; and

WHEREAS, the counties desire to set forth the agreement for Emergency Medical Services;

NOW, THEREFORE, in consideration of the terms and conditions as set forth herein, Caldwell and Watauga hereby agree as follows:

1. Watauga County shall provide emergency medical response service to Northern Caldwell Caldwell County on the following roads and attached streets:

Road	Address Range
Blowing Rock Blvd/US HWY 321	5585 – County Line
Valley Blvd (Town of Blowing Rock)	All
The Rock Rd (Town of Blowing Rock)	All
Pinnacle Ave (Town of Blowing Rock)	All
Green Hill Rd (Town of Blowing Rock)	All
Main St (Town of Blowing Rock)	All
US HWY 221	All
Globe Rd	7450-County Line
Old Johns River Rd	All
Hemlock Ridge Rd	All
Blue Ridge Parkway	All

2. Watauga County shall provide ambulance and emergency medical response service within the municipal limits of the Town of Blowing Rock.

3. Caldwell County shall compensate Watauga County in the sum of $20,000.00 related to the provision of these services, as modified by the formula set forth below, which shall be modified each year on the anniversary date of the signing of this agreement:

    a. This adjustment shall reflect the annual increase or decrease of the Consumer Price Index (CPI), South Urban Size B/C, as published by the US Department of Labor, Bureau of Labor Statistics.

4. Watauga County shall calculate the adjustment based upon the most recent December annual report of Watauga County as compared to the report of the previous December. (For example, the December 1, 2026, adjustment will reflect the CPI changes between December 2025 and December 2026). Watauga County shall notify Caldwell County of this adjusted rate to be effective for the following fiscal year beginning July 1st.

5. For any incident to which an EMS provider responds under this Agreement, the county whose EMS provider responds to and provides services for that incident shall be solely responsible for billing the patient or other responsible party. The responding county shall bill, collect, and retain all payments and revenues from such services in accordance with its EMS rates, policies, and all applicable state and federal laws and regulations.

6. Watauga County shall operate this service on a twenty-four (24) hour basis, seven (7) days per week.

7. Watauga County shall maintain at least the current standard of care currently provided by the emergency medical response services to their respective coverage areas.

8. The term of this agreement shall be until 30 June 2027, and shall automatically renew for successive one-year periods unless either County provides notice to the other at least ninety (90) days prior to the expiration of the then existing term in order to provide ample opportunity for alternative emergency service arrangements to be made. Further, either party may terminate this agreement upon ninety (90) days written notice to the other party.

9. To the extent allowed by law, Caldwell County agrees to indemnify and hold harmless Watauga County for any and all liability arising out of the terms or performance of this contract for actions by Caldwell County. To the extent allowed by law, Watauga County agrees to indemnify and hold harmless Caldwell County for any and all liability arising out of the terms or performance of this contract for actions by Watauga County.

10. No terms of this contract shall be construed as to create a waiver of sovereign immunity as to any third party.

11. Caldwell County and Watauga County shall not be held responsible for incidental or consequential damages to the substation, emergency responder, or third party as a result of any breach of this agreement, or for any Acts of God, riot, war, civil unrest, or impossibility beyond

the control of the parties causing them to be unable to perform under this agreement.

12. The terms, covenants and conditions of this agreement herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Caldwell County and Watauga County and by their respective successors and assigns. The duties and responsibilities as well as the rights of each party under this contract may not be assigned by either party without the written consent of the other party.

13. All notices and written consents required under this agreement shall be deemed properly served upon mailing by certified United States Mail, postage prepaid, return receipt requested, addressed to the party to whom directed at the following address or at such other address as may be from time to time designated in writing.

14. This agreement represents the entire and integrated agreement between Caldwell County and Watauga County and supersedes all prior negotiations, representations or agreements between the parties. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by both Watauga County and Caldwell County.

15. Any and all notices to be sent to the parties shall be sent to the following addresses:

To Caldwell County:
Shane Fox, County Manager
Caldwell County Board of Commissioners
P.O. Box 2200
Lenoir, NC 28645

To Watauga County:
Deron T. Geouque, County Manager
Watauga County Board of Commissioners
814 W. King Street, Suite 205
Boone, NC 28607

16. If any portion of this contract shall be deemed to be unenforceable by any court of competent jurisdiction all remaining provision of this contract shall remain in full force and effect. This contract shall not be deemed to have been drafted by either party but has been adopted by each party as a statement of their mutual agreement and understanding.

IN WITNESS WHEREOF, both Watauga County and Caldwell County have signed and sealed this agreement, this the _____day of _____ 2026.

CALDWELL COUNTY

_____
By: Randy T. Church, Chairman

Attest:

_____
Clerk, Caldwell County Board of Commissioners

WATAUGA COUNTY

_____
By: Braxton Eggers, Chairman

Attest:

_____
Clerk, Watauga County Board of Commissioners

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____	_____
Caldwell County Finance Officer	Watauga County Finance Officer