

MAYOR:
John Labriola

TOWN ADMINISTRATOR:
Stephanie Tillerson

TOWN ATTORNEY:
Joseph Wilson



MAYOR PRO TEMPORE:
Michael Heidingsfelder

COUNCIL MEMBERS:
Bradley D. Belt
Russell A. Berner
Madeleine Kaye

**Town of Kiawah Island
PUBLIC SAFETY COMMITTEE MEETING**

**Municipal Center Council Chambers
March 14, 2024; 11:00 am**

AGENDA

- I. **Call to Order:**
- II. **Roll Call:**
- III. **Approval of Minutes:**
 - A. Public Safety Committee Meeting Minutes of January 17, 2024
- IV. **Citizens' Comments:**
- V. **Agency Updates (as required)**
 - A. Charleston County Sheriff's Department
 - B. St. John's Fire District
 - C. Charleston County Emergency Medical Services
 - D. Beach Patrol
 - E. Kiawah Island Community Association
- VI. **Old Business: (Updates)**
 - Feasibility Study
 - Wedding on Beach
- VII. **New Business:**
 - A. Review and Recommendation of the AirMedCare Network Contract Renewal
 - B. Annual Tabletop Exercise
 - C. Traffic Mitigation
 - D. Emergency Preparedness Day
- VIII. **Chairman's Updates (open)**
- IX. **Committee Members' Comments:**
- X. **Adjournment:**

TO: Town of Kiawah Island
FROM: Lt. C. W. Brokaw
DATE: March 4, 2024

SUBJECT: Monthly Activity Report / February 2024

Town of Kiawah Monthly Report	February	Year to Date
Number of all Written Report (excluding accident reports)	9	18
Accident Reports – Vehicle Mishaps	7	14
Number of Calls Handle Not Requiring a Report	50	99
Number of Traffic Stops	21	48
TOTAL NUMBER OF CALLS HANDLED (dispatched/self-generated)	87	179
Written Warnings Issued	16	42
Traffic Citations Issued	5	6
Total Warnings and Citations Issued	21	48
Alarms	21	47
Specific Patrols Requests	170	360

Time of Call Or Traffic Stop	# Calls Responded To	Traffic Stops
12:00am-7:59am	7	0
8:00am-3:59pm	39	8
4:00pm-11:59pm	20	13

FRESHFIELDS AND OFF ISLAND (these numbers are reflected in above stats)		
Types of Calls	February	Year to date
Incidents	2	4
Alarms	4	9
Accidents	2	3
Traffic Stops	7	11

Reports Written:

Collisions/Incidents on Island:

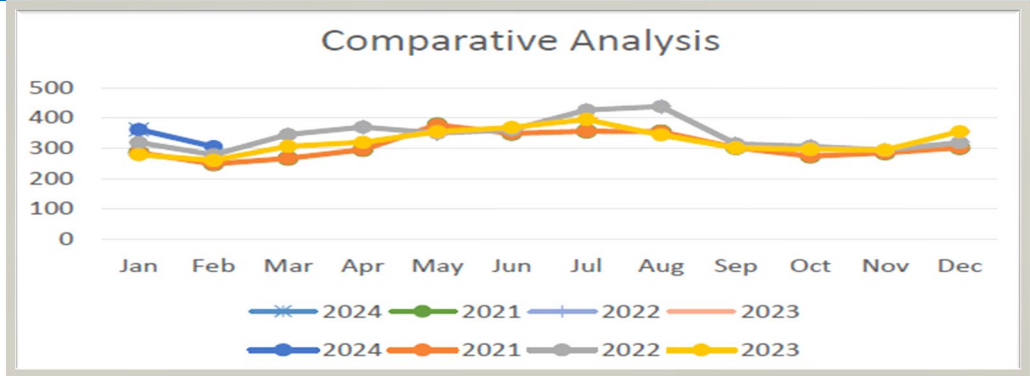
Month /Day	Incident	Month /Day	Incident
02/03	Follow Up – Blue Heron Pond Road	02/03	Property Damage – Sparrow Hawk Road
02/06	Agency Assist – Hooded Merganser	02/06	Traffic Accident – Hooded Merganser
02/06	Traffic Accident – Surfson Road	02/12	Administrative Report – Rhett’s Bluff
02/14	Alarm – Blue Heron Pond Road	02/16	Suspicious Person/Trespass Notice – Kiawah Beach Drive
02/16	Traffic Accident – KIPW and Sea Forest Drive	02/19	Alarm – Royal Beach Drive
02/22	Traffic Accident – KIPW and Green Dolphin Way	02/23	Traffic Accident – KIPW and Governors Drive
02/27	Suspicious Person – River Course Lane		

Collisions/Incidents in Freshfields and Off Island:

Month /Day	Incident	Month /Day	Incident
02/05	Traffic Accident – 515 Freshfields Drive	02/20	Traffic Accident – Planted Row Lane

St. Johns Fire District
2024 Reports

2024	January		February		March		April		May		June		July		August		September		October		November		December		Totals				
	Station	Station	Station	Station	Station	Station	Station	Station	Station	Station	Station	Station	Station	Station	Station	Station	Station	Station	Station	Station	Station	Station	Station	Station	Station	Station	Station		
	4	6	4	6	4	6	4	6	4	6	4	6	4	6	4	6	4	6	4	6	4	6	4	6	4	6			
NFIRS Incident Type																													
Fires	2	0	1	0																							3	0	
Overpressure Rupture, Explosion, Overheat (no fire)	0	0	0	0																							0	0	
Rescue & Emergency Medical Service Incident	18	8	18	7																							36	15	
Hazardous Condition (No Fire)	1	1	1	0																							2	1	
Service Call	9	6	4	3																							13	9	
Good Intent Call	6	1	4	1																							10	2	
False Alarm & False Call	7	5	7	8																							14	13	
Severe Weather & Natural Disaster	0	0	0	0																							0	0	
Special Incident Type	0	0	0	0																							0	0	
TOTAL CALLS	43	21	35	19																							78	40	
Incidents by Volume																													
Fire		6.08		3.28																									
Medical		44.75		57.70																									
Other		45.86		37.05																									
Incidents by Island																													
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#
Johns Island	220	60.77	191	62.62																								411	
Kiawah Island	64	17.68	54	17.70																								118	
Seabrook Island	32	8.84	31	10.16																								63	
Wasmalaw Island	46	12.71	29	9.51																								75	
TOTAL	362		305		0		0		0		0		0		0		0		0		0		0		0		667		



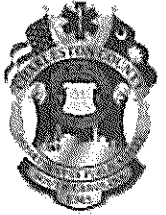


Charleston County EMS

Response Summary

KIAWAH

2/1/2024 thru 2/29/2024



KIAWAH

29 DAYS

2/1/2024 thru 2/29/2024

Feb 01 thru Feb 29

	Overall	Echo	Delta	Charlie	Bravo	Alpha
Responses	24	1	7	4	10	2
Avg Responses per Day	0.8	0.0	0.2	0.1	0.3	0.1
Avg Response Time	11:18	13:36	12:09	08:36	11:47	10:16
Fractile	58%	0%	43%	100%	60%	50%
% > 20 Minutes	13%	0%	14%	0%	20%	0%

	2024	2023	2022	2021	2020
Responses	24	28	21	16	13
Avg # Responses	0.8	1.0	0.8	0.6	0.4
Avg Response Time	11:18	11:23	13:37	14:57	15:50
Fractile	58%	64%	38%	38%	54%
% > 20 Minutes	13%	7%	14%	13%	15%

	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00
Incidents	1	0	0	0	0	1	0	1	1	2	1	2	3	2	5	0	1	0	1	1	1	1	0	0
Resp. Time	05:27	NA	NA	NA	NA	10:06	NA	15:10	13:36	08:45	05:44	11:39	12:21	09:27	12:01	NA	14:16	NA	21:30	13:00	10:04	05:41	NA	NA
Fractile	100%	NA	NA	NA	NA	100%	NA	0%	0%	100%	100%	50%	67%	50%	60%	NA	0%	NA	0%	0%	100%	100%	NA	NA



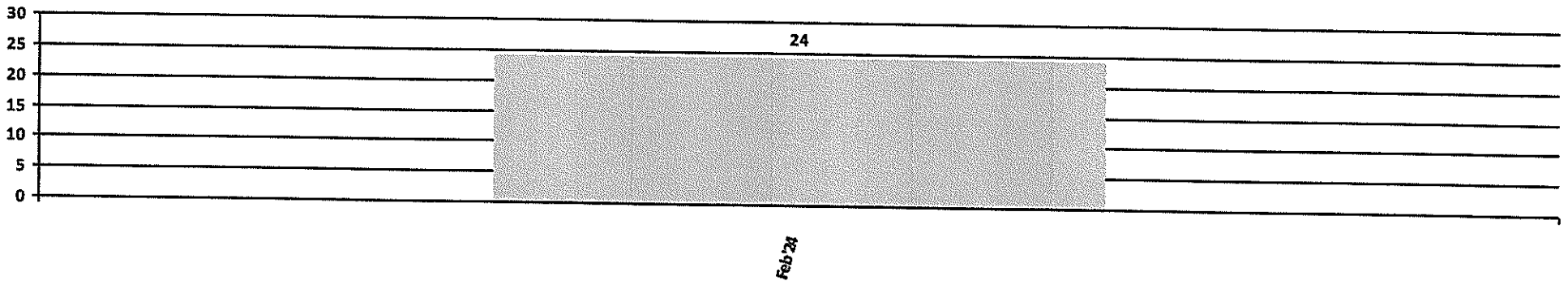
Charleston County EMS Response Summary KIAWAH



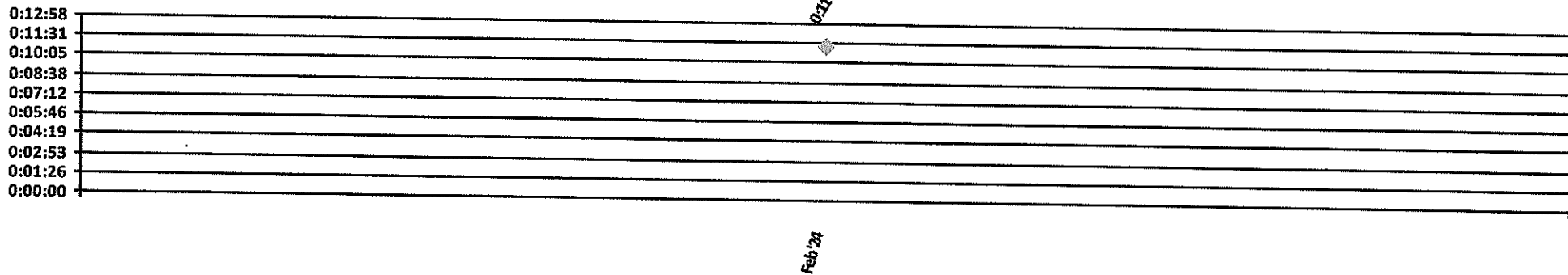
KIAWAH Trends

2/1/2024 thru 2/29/2024

Municipality Responses



Municipality Average Response Time



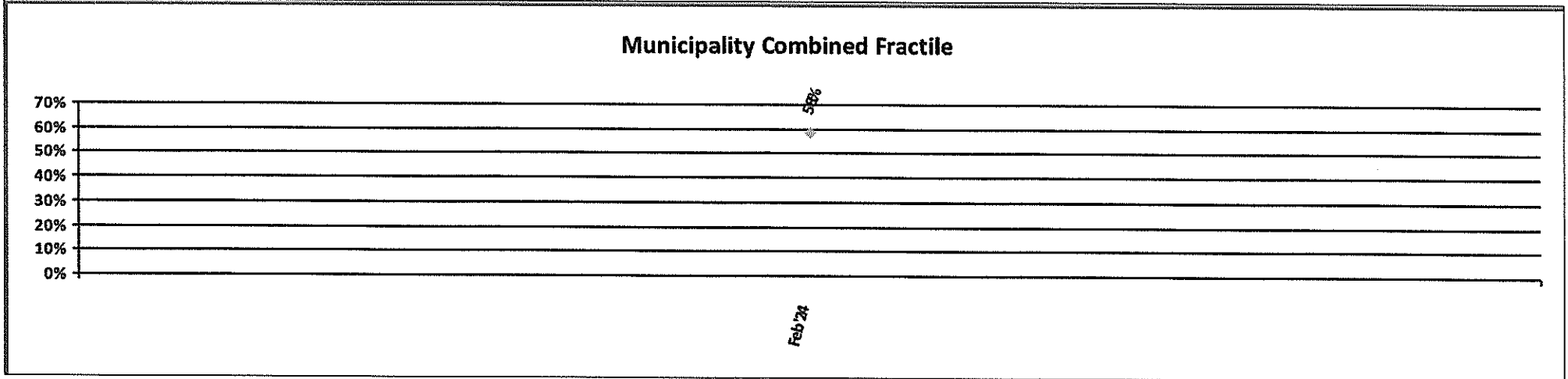


Charleston County EMS Response Summary KIAWAH



KIAWAH Trends

2/1/2024 thru 2/29/2024





Charleston County EMS

Response Summary

KIAWAH



2/1/2024 thru 2/29/2024

Date	Incident	District	Dispatch Priority	Response Time
2/2/2024	24-0009854	District 10	P2_Delta	00:13:00
2/3/2024	24-0010037	District 10	P3_Charlie	00:10:54
2/4/2024	24-0010376	District 10	P3_Charlie	00:05:09
2/4/2024	24-0010390	District 10	P4_Bravo	00:11:06
2/5/2024	24-0010642	District 10	P4_Bravo	00:21:31
2/5/2024	24-0010650	District 10	P4_Bravo	00:04:39
2/5/2024	24-0010677	District 10	P2_Delta	00:15:25
2/6/2024	24-0010860	District 10	P1_Echo	00:13:36
2/6/2024	24-0010947	District 10	P4_Bravo	00:13:45
2/7/2024	24-0011169	District 10	P4_Bravo	00:10:06
2/8/2024	24-0011551	District 10	P4_Bravo	00:14:20
2/8/2024	24-0011559	District 10	P3_Charlie	00:08:58
2/8/2024	24-0011656	District 10	P2_Delta	00:14:16
2/9/2024	24-0011830	District 10	P2_Delta	00:08:08
2/9/2024	24-0011919	District 10	P4_Bravo	00:05:19
2/15/2024	24-0013644	District 10	P5_Alpha	00:15:10



Charleston County EMS Response Summary KIAWAH



2/1/2024 thru 2/29/2024

Date	Incident	District	Dispatch Priority	Response Time
2/16/2024	24-0014188	District 10	P4_Bravo	00:21:30
2/19/2024	24-0014843	District 10	P3_Charlie	00:09:22
2/20/2024	24-0015231	District 10	P2_Delta	00:22:51
2/20/2024	24-0015336	District 10	P2_Delta	00:05:41
2/22/2024	24-0015747	District 10	P2_Delta	00:05:44
2/22/2024	24-0015920	District 10	P4_Bravo	00:10:04
2/25/2024	24-0016548	District 10	P4_Bravo	00:05:27
2/29/2024	24-0017925	District 10	P5_Alpha	00:05:22



Charleston County EMS Response Summary KIAWAH



2/1/2024 thru 2/29/2024

KIAWAH Response Data

29 DAY/S

2/1/2024 thru 2/29/2024

Feb 01 thru Feb 29

	Overall	Echo	Delta	Charlie	Bravo	Alpha
Responses	24	1	7	4	10	2
Avg Responses per Day	0.8	0.0	0.2	0.1	0.3	0.1
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Fractile	58%	0%	43%	100%	60%	50%
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% > 20 Minutes	13%	7%	14%	13%	15%

	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00
Incidents	1.0	0.0	0.0	0.0	0.0	1.0	0.0	1.0	1.0	2.0	1.0	2.0	3.0	2.0	5.0	0.0	1.0	0.0	1.0	1.0	1.0	1.0	0.0	0.0
Resp. Time	05:27	NA	NA	NA	NA	10:06	NA	15:10	13:36	08:45	05:44	11:39	12:21	09:27	12:01	NA	14:16	NA	21:30	13:00	10:04	05:41	NA	NA
Fractile	100%	NA	NA	NA	NA	100%	NA	0%	0%	100%	100%	50%	67%	50%	60%	NA	0%	NA	0%	0%	100%	100%	NA	NA



Charleston County EMS Response Summary KIAWAH

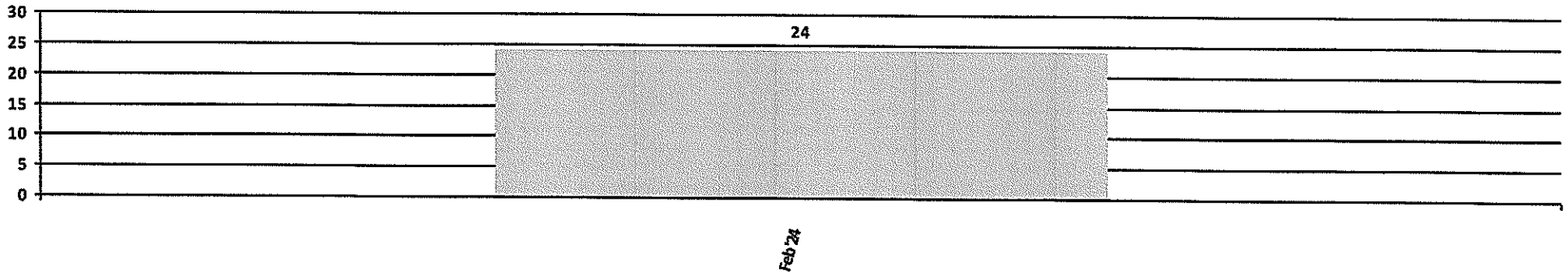


2/1/2024 thru 2/29/2024

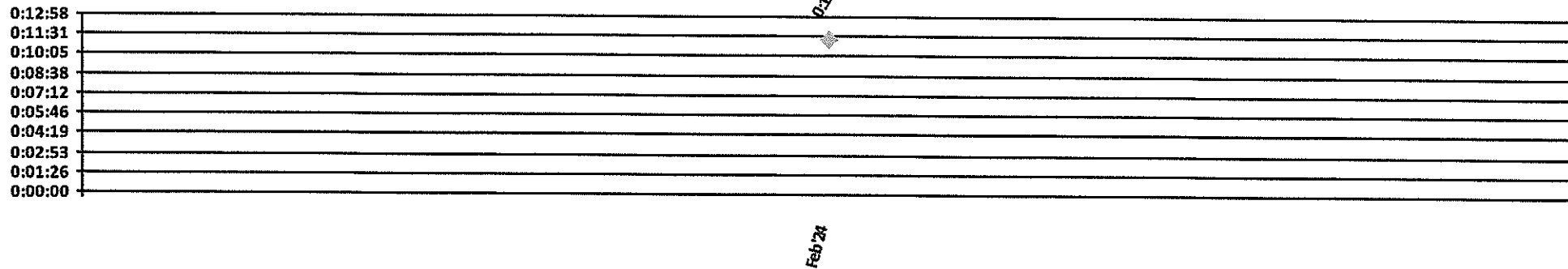
KIAWAH Trend Graphs

2/1/2024 thru 2/29/2024

Municipality Responses



Municipality Average Response Time





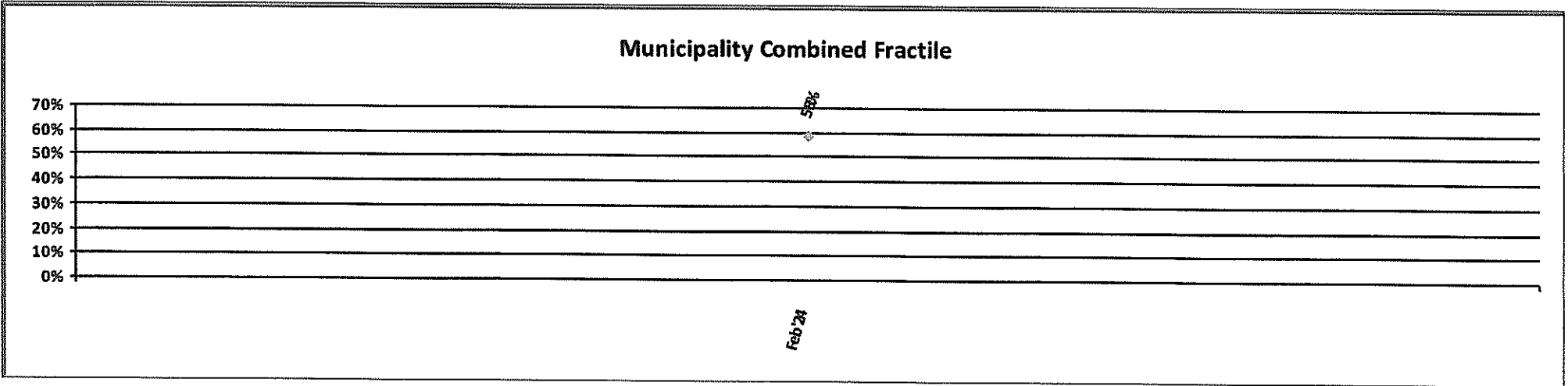
Charleston County EMS Response Summary KIAWAH



2/1/2024 thru 2/29/2024

KIAWAH Trend Graphs

2/1/2024 thru 2/29/2024



2024 Beach Patrol Activity

Enforcement	Subcategory	Verbal Warning	Written Warning	Citation	Violation Total
	Alcohol 15-208	0	0	0	0
	Alligator 15-501	0	0	0	0
	Beached Boat 16-803	0	0	0	0
	Beach Fire 15-105	0	0	0	0
	Build Permit	0	0	0	0
	Business License	0	0	0	0
	Critical Habitat 16-604	39	0	0	39
	Disorderly 15-204	0	0	0	0
	Drone 7-302	2	0	0	2
	Dune 16-403	24	0	0	24
	Fireworks 15-209	0	0	0	0
	Glass 16-818	1	0	0	1
	Harass Animal 16-810	0	0	0	0
	Leash 7-201	1	1	0	2
	Lights 16-107	0	0	0	0
	Littering 15-212	0	0	0	0
	Narcotics 15-213	0	0	0	0
	Noise 15-306	0	0	0	0
	Nudity 16-806	0	0	0	0
	Other	0	0	0	0
	Parking 13 -103	1	0	0	1
	Personal Article Storage 8-119	0	0	0	0
	Plastic 14-402	0	0	0	0
	Shovel 16-409	0	0	0	0
	Storage 16-805	0	0	0	0
	STR Bikes Beach Gear 14-506f	0	0	0	0
	STR Parking 14-506d	0	0	0	0
	STR Parking 14-506d(1)	0	0	0	0
	STR Parking 14-506d(5)	0	0	0	0
	STR Trash 14-506e(1)	0	0	0	0
	Swim Wade 15-314	0	0	0	0
	Trespass 15-119	0	0	0	0
	Vehicle 16-302b	1	0	0	1
	Total:	69	1	0	70

Other Activity	Subcategory	Total
Rescue		
	Person	0
	Boat	0
Medical Call		
	Major Medical	0
	Minor Medical	1
	Jellyfish	0
	Stingray	0
Missing Persons		0
Prevention		0
Public Assist		21
Wildlife		18

January 2024 Beach Patrol Activity

Enforcement	Subcategory	Verbal Warning	Written Warning	Citation	Violation Total
	Alcohol 15-208				0
	Alligator 15-501				0
	Beached Boat 16-803				0
	Beach Fire 15-105				0
	Build Permit				0
	Business License				0
	Critical Habitat 16-604	30			30
	Disorderly 15-204				0
	Drone 7-302	2			2
	Dune 16-403	10			10
	Fireworks 15-209				0
	Glass 16-818	1			1
	Harass Animal 16-810				0
	Leash 7-201	1			1
	Lights 16-107				0
	Littering 15-212				0
	Narcotics 15-213				0
	Noise 15-306				0
	Nudity 16-806				0
	Other				0
	Parking 13 -103	1			1
	Personal Article Storage 8-119				0
	Plastic 14-402				0
	Shovel 16-409				0
	Storage 16-805				0
	STR Bikes Beach Gear 14-506f				0
	STR Parking 14-506d				0
	STR Parking 14-506d(1)				0
	STR Parking 14-506d(5)				0
	STR Trash 14-506e(1)				0
	Swim Wade 15-314				0
	Trespass 15-119				0
	Vehicle 16-302b	1			1
	Total:	46	0	0	46

Other Activity	Subcategory	Total
Rescue		
	Person	
	Boat	
Medical Call		
	Major Medical	
	Minor Medical	
	Jellyfish	
	Stingray	
Missing Persons		
Prevention		
Public Assist		11
Wildlife		12

February 2024 Beach Patrol Activity

Enforcement	Subcategory	Verbal Warning	Written Warning	Citation	Violation Total
	Alcohol 15-208				0
	Alligator 15-501				0
	Beached Boat 16-803				0
	Beach Fire 15-105				0
	Build Permit				0
	Business License				0
	Critical Habitat 16-604	9			9
	Disorderly 15-204				0
	Drone 7-302				0
	Dune 16-403	14			14
	Fireworks 15-209				0
	Glass 16-818				0
	Harass Animal 16-810				0
	Leash 7-201		1		1
	Lights 16-107				0
	Littering 15-212				0
	Narcotics 15-213				0
	Noise 15-306				0
	Nudity 16-806				0
	Other				0
	Parking 13 -103				0
	Personal Article Storage 8-119				0
	Plastic 14-402				0
	Shovel 16-409				0
	Storage 16-805				0
	STR Bikes Beach Gear 14-506f				0
	STR Parking 14-506d				0
	STR Parking 14-506d(1)				0
	STR Parking 14-506d(5)				0
	STR Trash 14-506e(1)				0
	Swim Wade 15-314				0
	Trespass 15-119				0
	Vehicle 16-302b				0
	Total:	23	1	0	24

Other Activity	Subcategory	Total
Rescue		
	Person	
	Boat	
Medical Call		
	Major Medical	
	Minor Medical	1
	Jellyfish	
	Stingray	
Missing Persons		
Prevention		
Public Assist		10
Wildlife		6

2024 Evening Enforcement Activity

Enforcement	Subcategory	Verbal Warning	Written Warning	Citation	Violation Total
	Alcohol 15-208	0	0	0	0
	Alligator 15-501	0	0	0	0
	Beached Boat 16-803	0	0	0	0
	Beach Fire 15-105	0	0	0	0
	Build Permit	0	0	0	0
	Business License	0	0	0	0
	Critical Habitat 16-604	0	0	0	0
	Disorderly 15-204	0	0	0	0
	Drone 7-302	0	0	0	0
	Dune 16-403	0	0	0	0
	Fireworks 15-209	0	0	0	0
	Glass 16-818	1	0	0	1
	Harass Animal 16-810	0	0	0	0
	Leash 7-201	1	0	0	1
	Lights 16-107	0	0	0	0
	Littering 15-212	0	13	0	13
	Narcotics 15-213	0	0	0	0
	Noise 15-306	2	0	0	2
	Nudity 16-806	0	0	0	0
	Other	1	0	0	1
	Parking 13-103	1	0	0	1
	Personal Article Storage 8-119	0	6	0	6
	Plastic 14-402	0	0	0	0
	Shovel 16-409	0	0	0	0
	Storage 16-805	0	0	0	0
	STR Bikes Beach Gear 14-506f	0	24	0	24
	STR Parking 14-506d	0	4	0	4
	STR Parking 14-506d(1)	0	3	0	3
	STR Parking 14-506d(5)	0	4	0	4
	STR Trash 14-506e(1)	0	0	0	0
	Swim Wade 15-314	0	0	0	0
	Trespass 15-119	0	0	0	0
	Vehicle 16-302b	0	0	0	0
	Total:	6	54	0	60

Other Activity	Subcategory	Total
Follow-Up for Day Shift	Other	12
	Permit Question	9
	STR Question	3
Rescue	Person	0
	Boat	0
Medical Call	Major Medical	2
	Minor Medical	1
	Jellyfish	0
	Stingray	0
Missing Persons		0
Prevention		0
Public Assist		3
Wildlife		2

January 2024 Evening Enforcement Activity

Enforcement	Subcategory	Verbal Warning	Written Warning	Citation	Violation Total
	Alcohol 15-208				0
	Alligator 15-501				0
	Beached Boat 16-803				0
	Beach Fire 15-105				0
	Build Permit				0
	Business License				0
	Critical Habitat 16-604				0
	Disorderly 15-204				0
	Drone 7-302				0
	Dune 16-403				0
	Fireworks 15-209				0
	Glass 16-818				0
	Harass Animal 16-810				0
	Leash 7-201				0
	Lights 16-107				0
	Littering 15-212		5		5
	Narcotics 15-213				0
	Noise 15-306				0
	Nudity 16-806				0
	Other	1			1
	Parking 13-103				0
	Personal Article Storage 8-119		3		3
	Plastic 14-402				0
	Shovel 16-409				0
	Storage 16-805				0
	STR Bikes Beach Gear 14-506f		12		12
	STR Parking 14-506d				0
	STR Parking 14-506d(1)				0
	STR Parking 14-506d(5)				0
	STR Trash 14-506e(1)				0
	Swim Wade 15-314				0
	Trespass 15-119				0
	Vehicle 16-302b				0
	Total:	1	20	0	21

Other Activity	Subcategory	Total
Follow-Up for Day Shift	Other	10
	Permit Question	2
	STR Question	
Rescue	Person	
	Boat	
Medical Call	Major Medical	2
	Minor Medical	1
	Jellyfish	
	Stingray	
Missing Persons		
Prevention		
Public Assist		2
Wildlife		

February 2024 Evening Enforcement Activity

Enforcement	Subcategory	Verbal Warning	Written Warning	Citation	Violation Total
	Alcohol 15-208				0
	Alligator 15-501				0
	Beached Boat 16-803				0
	Beach Fire 15-105				0
	Build Permit				0
	Business License				0
	Critical Habitat 16-604				0
	Disorderly 15-204				0
	Drone 7-302				0
	Dune 16-403				0
	Fireworks 15-209				0
	Glass 16-818	1			1
	Harass Animal 16-810				0
	Leash 7-201	1			1
	Lights 16-107				0
	Littering 15-212		8		8
	Narcotics 15-213				0
	Noise 15-306	2			2
	Nudity 16-806				0
	Other				0
	Parking 13-103	1			1
	Personal Article Storage 8-119		3		3
	Plastic 14-402				0
	Shovel 16-409				0
	Storage 16-805				0
	STR Bikes Beach Gear 14-506f		12		12
	STR Parking 14-506d		4		4
	STR Parking 14-506d(1)		3		3
	STR Parking 14-506d(5)		4		4
	STR Trash 14-506e(1)				0
	Swim Wade 15-314				0
	Trespass 15-119				0
	Vehicle 16-302b				0
	Total:	5	34	0	39

Other Activity	Subcategory	Total
Follow-Up for Day Shift	Other	2
	Permit Question	7
	STR Question	3
Rescue	Person	
	Boat	
Medical Call	Major Medical	
	Minor Medical	
	Jellyfish	
	Stingray	
Missing Persons		
Prevention		
Public Assist		1
Wildlife		2

KICA Security Report

Monthly Statistics: February 2024

	2022	2023	2024
Deer Related Accidents (no personal injury)	1	0	0
False Residential Alarms	2	1	1
Vehicles passed through the Main Gate	146,206	150,338	161,995
Vehicles passed through the Vanderhorst Gate	86,779	92,171	96,632

Non-Cost Passes Issued by Type

Day	3,428	3,180	3,383
Owner/Owner Guest	1,105	744	899
Renter	687	542	589
Commercial	1,229	1,125	1,140
Employee Paper Passes	58	52	51
Employee Decals	18	21	16
Special Events	1,210	619	1,360

Cost Passes Issued by Type

4 Wheel Decal	375	327	273
6 Wheel Decal	28	42	30
7+ Wheel Decal	5	3	5
Commercial Employee Decal	79	60	43
4 Wheel Day Pass	2,136	1,978	2,531
6 Wheel Day Pass	347	390	400
7+ Wheel Day Pass	174	198	169

Covenant Violations

Verbal Contacts	107	6	49
Written Warnings	1	3	7
Penalty Citations	26	28	93
Total Violations	134	37	149

Rule Violation By Category Comparison

February 2024

Category	Number 2022	Number 2023	Difference	% Change	Number 2023	Number 2024	Difference	%Change	Number 2022	Number 2024	Difference	% Change
After Commercial Hours	3	0	-3	-300.0%	0	1	1	0.0%	3	1	-2	-66.7%
Animals	0	1	1	100.0%	1	0	-1	-100.0%	0	0	0	0.0%
Bicycles/Joggers on Road	0	0	0	0.0%	0	1	1	0.0%	0	1	1	100.0%
Boat at Residence	0	0	0	0.0%	0	0	0	0.0%	0	0	0	0.0%
Camper/RV at Residence	0	0	0	0.0%	0	0	0	0.0%	0	0	0	0.0%
Fireworks	0	0	0	0.0%	0	0	0	0.0%	0	0	0	0.0%
Misc. Items	98	12	-86	-87.8%	12	20	8	66.7%	98	20	-78	-79.6%
Noise	4	4	0	0.0%	4	0	-4	-100.0%	4	0	-4	-400.0%
Parking Violations	80	46	-34	-42.5%	46	224	178	387.0%	80	224	144	180.0%
Pass Violations	6	11	5	83.3%	11	6	-5	-45.5%	6	6	0	0.0%
Trailer at Residence	1	12	11	1100.0%	12	44	32	266.7%	1	44	43	4300.0%
Total	192	86	-106	-55.2%	86	296	210	244.2%	192	296	104	54.2%



Plan Code: 10228

**AirMedCare Network Municipal Site Membership
For Town of Kiawah Island, SC**

Organization: Town of Kiawah Island, SC
Physical Address: 4475 Betsy Kerrison Parkway
Kiawah Island, SC 29455
Mailing Address:
Contact: Petra Reynolds- Town Clerk
Phone: 843-768-5101
Email: preynolds@kiawahisland.org
County: Charleston

Membership Sales Manager/Base: Wes McAden/ Manager of Strategic Partnerships

Covered Individuals and Transports:

Any individual who resides within the boundaries of Kiawah Island, SC when transported for medical necessity by Med-Trans Corporation (or any AirMedCare Network Provider) will be covered under the standard terms and conditions for an AirMedCare Network membership (attached), except:

- Transport must be from a pickup location in Charleston County, SC; and
- If the covered individual transported is uninsured at the time of transport, Med-Trans Corporation will bill the covered individual at the "Medicare Allowable Rate" for the transport.

Fees:

Kiawah Island, SC will pay to AirMedCare Network a total of \$8,163.00 annual.

Upgrade Benefit to Covered Individuals:

Any individual who resides within the boundaries of Kiawah Island, SC may elect to obtain a full household membership (which eliminates the exceptions listed above) by completing an application and paying the following fees:

Standard Annual Rate	*Senior Annual Rate
\$55	\$45
<i>*Senior rate is available to the primary and secondary household member if they are 60 years of age or older.</i>	

Duration:

This agreement will be effective upon AirMedCare Network's receipt of (a) this agreement signed by the participating Organization AND (b) payment of the amount as provided above. This agreement will be effective for one (1) year, and will be evaluated by both parties for renewal at least thirty (30) days prior to the end of the one (1) year term.



Initial_____



Terms and Conditions

AirMedCare Network (“**AMCN**”) is an alliance of affiliated emergency air ambulance providers* (each a **Provider**). Your AMCN membership automatically enrolls you as a member in each Provider’s membership program. Membership ensures that you will have no out-of-pocket flight expenses if flown by a Provider by providing prepaid protection against a Provider’s air ambulance costs that are not covered by any insurance, benefits, or third-party responsibility available to you, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by the AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient’s medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown. Emergent ground ambulance transport of a member by an AMCN Provider, in connection with an emergent air ambulance transport by a Provider, will be covered under these same terms and conditions.

2. AMCN Provider air ambulance services may not be available when requested due to factors beyond the Provider’s control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews.

3. Members who have any insurance or other benefits available to them, or third party responsibility (or liability) claims, that cover in any way the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage or recovery. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or other third-party responsibility available to the member to have been fully prepaid. “**insurance**” or “**benefits**” means any and all types of insurance or benefits without any limitation. By way of example only, such “insurance” or “benefits” include medical benefits available under health insurance, automobile insurance, homeowners insurance, workers compensation, and government insurance or benefits programs. Further, the terms “insurance” or “benefits” include any insurance or benefits that are owned by a member (or that are written or held in a member’s name), as well as any insurance or benefits owned by someone else (or that are written or held in someone else’s name) that provide coverage, to any extent, for the services provided by the AMCN Provider to a member. “Third-party responsibility” means any amounts that any third-party is required to pay to a member because of or related to the AMCN Provider’s services rendered to the member. The AMCN Provider reserves the right to seek payment directly from any available insurance, benefits provider, or third party for services rendered to a member (to the same extent it could do so for any non-member patient), and members authorize all available insurers, benefits providers, and responsible third parties to pay any covered amounts directly to the AMCN Provider.

4. Members agree to remit to the AMCN Provider any payment received from any insurance, benefit providers, or any third party for any services provided by the AMCN Provider, not to exceed the amount charged by the AMCN Provider, including (but not limited to) instances in which payment for an AMCN Provider’s services is made via settlement with any insurers, benefit providers, or third parties found responsible for a member’s injury or condition leading to the air medical services provided by the AMCN Provider. Remitting such payments are not member out-of-pocket expenses because such payments originated from third parties only because of the air medical services provided to the member. Failure by a member to remit such payments constitutes a material breach of these terms and conditions and authorizes the Provider to seek full payment for its services from the member.



5. Neither the Providers nor AMCN is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Providers nor AMCN will be responsible for payment for services provided by another ambulance service.**

6. Membership starts 15 days after AMCN receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.

7. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Providers that they are not Medicaid beneficiaries.

8. **LIMITATION OF LIABILITY. THE LIABILITY OF AMCN AND THE PROVIDERS, AND THE DAMAGES AVAILABLE TO A MEMBER, FOR BREACH OF THESE TERMS AND CONDITIONS IS LIMITED TO ACTUAL DAMAGES IN AN AMOUNT NOT TO EXCEED (A) ANY AMOUNT ACTUALLY RECEIVED BY AMCN OR ANY PROVIDER IN VIOLATION OF THESE TERMS AND CONDITIONS AND (B) THE MEMBERSHIP FEE PAID BY THE MEMBER FOR THE APPLICABLE MEMBERSHIP TERM. IN NO EVENT SHALL AMCN OR ANY PROVIDER BE LIABLE TO A MEMBER UNDER THESE TERMS AND CONDITIONS PURSUANT TO ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH THE MEMBERSHIP PROGRAM OR THESE TERMS AND CONDITIONS, EVEN IF AMCN OR A PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MEMBER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS AND CONDITIONS REFLECT AN ALLOCATION OF RISK SET FORTH IN THESE TERMS AND CONDITIONS AND THAT, IN THE ABSENCE OF SUCH LIMITATIONS, THESE TERMS AND CONDITIONS WOULD BE SUBSTANTIALLY DIFFERENT.**

9. Any and all matters arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be governed by, construed, and enforced in accordance with the laws of the United States of America (including without limitation, the Federal Arbitration Act) and, to the extent not preempted by Federal law, the laws of the State of Missouri without regard to conflicts or choice of law principles, regardless of the legal theory upon which such matter is asserted. Outside of these terms and conditions, Federal law preempts state and local laws, regulations, and other provisions, including common law duties that relate to rates, routes, or services of an air carrier. To the extent a state or political subdivision thereof makes the incorporation of common law duties or state law in contracts optional, the Providers and you agree that this contract does not incorporate any such common law duties or state laws.

10. **ARBITRATION AGREEMENT.** Any controversy or claim arising out of or relating to the AMCN membership program, these terms and conditions, and/or the subject matter hereof shall be resolved by binding arbitration by a single arbitrator pursuant to the Consumer Arbitration Rules of the American Arbitration Association (“**Rules**”), as modified by these terms and conditions. The place of arbitration will be St. Louis, Missouri. The judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. **THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION, JOINT OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHER MEMBERS OR OTHER PERSONS. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT INDIVIDUAL PARTY’S CLAIM. The arbitrator is not authorized to award attorney’s fees and costs or equitable relief.** In the event the prohibition on class arbitration or any other provision in this arbitration agreement is deemed invalid or unenforceable, then the remaining provisions of these terms and conditions will remain in full force and effect. In the event of any dispute between the parties, you agree to first contact the Provider or AMCN and make a good faith effort to resolve the dispute before resorting to arbitration under these terms and conditions.



11. These terms and conditions supersede all previous terms and conditions between a member and the Providers or AMCN, including any other writings, or verbal representations, relating to the terms and conditions of membership. These terms and conditions may be modified or amended only in writing signed by the President or a Vice President of AMCN or a Provider, and may not be modified or amended orally, by trade usage or by course of conduct or dealing.

*Air Evac EMS, Inc. / Guardian Flight, LLC / Med-Trans Corporation / REACH Air Medical Services, LLC -- These terms and conditions apply to all AMCN participating provider membership programs, regardless of which participating provider transports you.

Agreed to by:

Signature

Printed Name

Title

Organization Name

Date

Signature

Matt Muse

Printed Name

Vice President of GMR Membership

Title

Membership

Division

Date