

SANGAMON COUNTY, ILLINOIS

ORDINANCE
NUMBER 18-25

**AN ORDINANCE AMENDING THE VILLAGE CODE PROVISIONS ON
EMERGENCY MANAGEMENT AND LIABILITY**

DAVE KIMSEY, Village President
AMY DAHLKAMP, Village Clerk

TERRY FOUNTAIN
BRETT GERGER
NINA LINDHORST
RYAN MANN
MATT MAU
PAUL SCHERSCHEL
Village Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Chatham
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Sorling Northrup – 1 N. Old State Capitol Plaza, Suite 200, Springfield, IL 62705

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**AN ORDINANCE AMENDING THE VILLAGE CODE PROVISIONS ON
EMERGENCY MANAGEMENT AND LIABILITY**

WHEREAS, the Village of Chatham (“Village”), Sangamon County, State of Illinois, is a duly organized and existing Village created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code; and

WHEREAS, on July 22, 2014, the Village Board approved an ordinance establishing provisions on emergency services and disaster operations; and

WHEREAS, the Village Board finds it to be in the best interests of the Village to clarify the provisions on insurance and on the liability restrictions for those that volunteer and otherwise provide emergency management services within the Village.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Chatham, County of Sangamon, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Ordinance as if fully set forth in this Section 1.

Section 2. Amendment. Title IX, Chapter 92, Sections 92.04 and 92.13 shall be amended as follows:

§ 92.04 DIRECTOR.

- (A) The Director of CEMA shall be appointed by the President of the village with the advice and consent of the Board of Trustees. The Director shall have a term of office of four years and until his or her successor is appointed and qualified.
- (B) The Director shall have direct responsibility for the organization, administration, training of appropriate Village personnel and/or Volunteers and operation of CEMA as prescribed in the Village of Chatham Emergency Operations Plan subject to the direction and control of the Village President. He shall coordinate the activities of all organizations for emergency service and disaster operations within the area served by CEMA and shall maintain liaison and cooperate with the Office of Emergency Management of the County of Sangamon. The Director

shall be required to carry liability insurance in the amount of \$2,000,000, as well as an errors and omissions policy in the amount of \$1,000,000. The Village shall be named as an additional insured on said insurance policies which must also contain a waiver of subrogation.

- (C) In the event of the absence, resignation, death, or inability to serve of the Director, the President of the Village of Chatham, or his or her designee, shall be and act as Director until a new appointment is made as provided in the ordinance.

§ 92.13 INJURIES TO PERSONS AND PROPERTY

- (A) As may be permitted by and under the rules, conditions and regulations adopted by Pursuant to the Illinois Emergency Management Agency Act, certified CEMA personnel are may be deemed employees of the state for purposes of workers' compensation when engaged in certain official CEMA activities as defined by the Act.
- (B) The Village's CEMA members are not considered employees of the Village and instead are volunteers. These volunteers are not provided worker's compensation coverage by the Village and are not entitle to compensation of any kind. Any volunteer claiming injury or property damage sustained while undertaking CEMA volunteer activities under the direction of and for the benefit of the Village may be submitted to the Village's insurance carrier. The Village shall have no liability for any claim of personal injury or property damage beyond what the Village's applicable insurance coverage for volunteers may provide, except that the Village may pay a CEMA volunteer's personal insurance deductible, up to \$1,000, for repair of a personal vehicle damaged while participating in Village directed CEMA activities. All Village CEMA members shall be required to sign a waiver and acknowledgement of this limitation of liability. The village hereby declares its policy that if a personal vehicle belonging to a CEMA member is damaged while the member is participating in CEMA activities and in the absence of intentional misconduct or negligence of the member, the village will pay for property damage to the vehicle.

Section 3. Severability. In the event a court of competent jurisdiction finds this ordinance or any provision hereof to be invalid or unenforceable as applied, such finding shall not affect the validity of the remaining provisions of this ordinance and the application thereof to the greatest extent permitted by law.

Section 4. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any

rights, actions, or causes of action which shall have accrued to the Village of Chatham prior to the effective date of this ordinance.

Section 5. Effective Date. This Ordinance shall be in full force and effect immediately after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 22 day of May, 2018.

	YES	NO	ABSENT	PRESENT
TERRY FOUNTAIN	X			
BRETT GERGER	X			
NINA LINDHORST	X			
RYAN MANN	X			
MATT MAU	X			
PAUL SCHERSCHEL	X			
DAVE KIMSEY				
TOTAL	6	0	0	

APPROVED by the President of the Village of Chatham, Illinois this 22 day of May, 2018.


 Dave Kimsey, Village President

Attest:


 Amy Dahlkamp, Village Clerk

APPLICANT STATEMENT & ACKNOWLEDGEMENT

I certify that the information I have provided in this application is true and complete to the best of my knowledge. I understand that if my answers are found to be untruthful, my application may be rejected, or if I am already a member of the Chatham Emergency Management Agency, any falsifications or misrepresentations on this application may be grounds for dismissal from the membership. I also certify that I am 18 years of age or older and am a legal United States citizen.

I understand that the Chatham Emergency Management Agency performs criminal background checks, personal reference checks, and driving record checks on applicants prior to acceptance of membership, and I release the information contained in this application authorizing the Chatham Emergency Management Agency to proceed with and receive information from the background check, and that all such information collected during the check will be kept confidential. I further understand that I do not have to agree to these background checks, but refusal to do so may exclude me from consideration for some types of volunteer positions.

I acknowledge that I am not an employee of the Village of Chatham and instead serve only as a volunteer of the Chatham Emergency Management Agency and accordingly will execute the Village of Chatham Volunteer Waiver Form. I understand I am not provided worker's compensation coverage by the Village or entitled to compensation of any kind. I further understand and agree that if I sustain any injury, whether to person or property, while volunteering that the Village shall have no liability beyond what the Village's applicable insurance coverage for volunteers may provide and that the payment of a personal insurance deductible, up to \$1,000, for repair of a personal vehicle damaged while participating in Village directed emergency management activities. I hereby expressly acknowledge that the Village shall have no other liability associated with my volunteer activities and waive any such claims or rights.

Signature of Applicant

Date

AGENCY USE ONLY			
Interview Date	Interviewer		
Date Background Check Completed	Completed By		
Division Placement	Agreement on File	IEMA Oath	Driver's License

Village of Chatham

Emergency Management Agency Waiver Form

For and in consideration of the opportunity to do volunteer work for the Village of Chatham ("Village"), of whatever kind and including specifically serving as a volunteer for the Chatham Emergency Management Agency, the undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action, including but not limited to claims or causes of action regarding or involving negligence, personal injury, property damage, emotional distress, civil rights violation, wrongful death, willful and wanton conduct by any employees or agents of the Village, any claim arising in tort, and any other cause of action contemplated by state, federal or local laws, which may arise as a result of the activities or services which the undersigned may engage in while doing volunteer work for the Village, or any activities incidental thereto, wherever or however the same may occur and for whatever period said activities or services may continue. Further, the undersigned does for himself or herself, his or her heirs, agents, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action which may hereafter arise for it, and agrees that under no circumstances will the undersigned or her or his heirs, agents, executors, administrators present any claim for negligence, personal injury, property damage, emotional distress, civil rights violation, wrongful death, willful and wanton conduct by any employees or agents of the Village, any claim arising in tort, and any other cause of action contemplated by state, federal or local laws against the Village and its officers, agents, servants, or employees. IT IS THE INTENTION OF THE UNDERSIGNED BY THIS INSTRUMENT TO EXEMPT AND RELIEVE THE VILLAGE OF CHATHAM FROM LIABILITY FOR ALL CAUSES OF ACTION, INCLUDING THOSE STATED ABOVE.

I further certify that I am offering my services to the Village on a volunteer basis. I understand that I will receive no pay, benefits or other privileges of employment of any kind for my services. I further understand that I am not eligible for worker's compensation benefits or provided similar insurance coverage.

Nothing herein shall be construed to limit the ability of myself to make a claim under Village's applicable insurance coverage for volunteers or to request payment of my personal insurance deductible, up to \$1,000, for repair of my personal vehicle damaged while participating in Village directed emergency management activities. I understand, and acknowledge, however, any claims associated with my volunteer activities are limited to those amounts and the applicable policy provisions of same.

The undersigned acknowledges that she or he has read the foregoing and is fully aware of the legal consequences of signing this instrument.

Signature of volunteer

Address

Date

City, State