

City of Greenleaf, Idaho  
**EMERGENCY OPERATIONS PLAN**

**APPENDIX 'B'**

- Mutual Aid Agreements / Memorandums of Understanding
  - City of Wilder – Public Works
  - Riverside Irrigation District
- Applicable City Code
  - Civil Emergencies Ordinance (GC Title 5, Chapter 6)
- Applicable State Code
  - IC §46-1011 - Local Disaster Emergencies
  - IC §50-602 - Mayor, Administrative Official
  - IC §50-608 - Vacancy in Office of Mayor
  - IC §50-609 - Mayor May Require Aid in Enforcing Law
  - IC §50-901 - Ordinances – Style – Publication – When Effective –  
Immediate Operation in Emergencies
  - IC §50-1006 - Expenditures Not to Exceed Appropriation – Exceptions

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# CITY OF GREENLEAF

20523 North Whittier Drive  
Greenleaf, Idaho 83626



## MUTUAL AID AGREEMENT

AGREEMENT made between THE CITY OF GREENLEAF and THE CITY OF WILDER, each being a political subdivision of the state of Idaho, for mutual aid relating to public works services.

WITNESSETH:

WHEREAS, each of the parties hereto is a "public agency" as defined by Idaho Code Section 67-2327, and is therefore authorized to enter into a Mutual Aid Agreement pursuant to Idaho Code Section 67-2328; and

WHEREAS, each of the parties, as a "public agency," is entering into this Mutual Aid Agreement under and pursuant to Idaho Code Section 67-2338 and by resolution or ordinance duly enacted by each party pursuant to Idaho Code Section 67-2328(b); and

WHEREAS, each of the parties hereto have an interest in providing or receiving assistance for the provision of public works services within their public agencies, which public services are hereinafter referred to as the "PUBLIC SERVICE"; and

WHEREAS, each of the parties own and maintain equipment and employ some personnel to perform or assist in performing the PUBLIC SERVICE within their public agency; and

WHEREAS, in the event of an emergency, a catastrophe or other major occurrence, one of the parties may need the assistance of another party to provide the PUBLIC SERVICE within their public agencies; and

WHEREAS, there may be brief periods of time where one of the parties may not have personnel employed to perform the PUBLIC SERVICE within their public agencies; and

WHEREAS, each of the parties hereto typically have sufficient equipment and personnel to enable it to periodically assist the other in providing the PUBLIC SERVICE in the event of such emergency, catastrophe or temporary period when sufficient personnel are not currently employed by the other party; and

WHEREAS, the geographical boundaries of each party are located in such a manner as to enable each party to render mutual aid assistance to the other in performing the PUBLIC SERVICE.

Greenleaf – Wilder Mutual Aid Agreement – p. 1 of 6

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# CITY OF GREENLEAF

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Greenleaf, Idaho 83626



NOW, THEREFORE, subject to the limitations of this Agreement and in order to provide mutual aid assistance between the parties in providing the PUBLIC SERVICE, it is hereby agreed under and pursuant to Idaho Code Section 67-2328 as follows:

1. **DURATION OF AGREEMENT:** This Agreement shall not be effective until it is approved by resolution of the respective city councils of Greenleaf and Wilder. It shall continue in full force and effect for a period of one year. This Agreement shall be automatically renewed for an additional one year renewal term unless either party gives written notice of non-renewal to the other within thirty (30) days of its intention not to renew the Agreement for an additional renewal term.

2. **PURPOSE--MUTUAL AID ASSISTANCE:** The purpose of this Agreement is to provide mutual aid assistance to the other parties in performing the PUBLIC SERVICE in case of emergency, catastrophe or temporary lack of sufficient personnel. The duty of each party under this Agreement is discretionary, but each party agrees that it will provide such assistance to the extent it determines that it has sufficient equipment and personnel to provide the requested assistance as described herein. All parties agree that it is not the purpose of this Agreement to provide normal and usual PUBLIC SERVICE by another party which it performs as a public agency. Each party acknowledges that it has no right to demand of another party that it provide any PUBLIC SERVICE it is rendering the under any circumstances.

3. **MANNER OF FINANCING AND BUDGET:** There shall be no joint financing of activities under this Agreement. No compensation shall be due and owing for services rendered and equipment furnished under this Agreement by a party. Each party agrees to be responsible for the payment of compensation and benefits for its employees who provide mutual aid assistance under this Agreement for another party. Provided, however, the party receiving the mutual aid assistance shall reimburse the party providing it for all additional expenses such as overtime pay, loss or destruction of equipment, uniforms and supplies, and any other extraordinary expenses incurred solely by reason of providing the mutual aid assistance. Each party shall independently budget for expected expenses under this Agreement.

4. **ADMINISTRATOR OF MUTUAL AID:** Pursuant to Idaho Code Section 67-2328(d)(1), the parties shall each, by majority vote, designate an Administrator of mutual aid under this Agreement. The Administrator shall be an employee or elected official of one of the parties and shall serve for a term of one (1) year. An Administrator may be reappointed for successive terms by the parties. He shall receive no additional compensation other than as an employee of one of the parties. It shall be the duty of the Administrator to coordinate all activities and mutual aid efforts of the parties under this Agreement.

5. **REQUEST FOR ASSISTANCE:** Any request for mutual aid assistance under this Agreement shall be made to the Administrator by the highest ranking official of that party who is available at the time the assistance is needed. The request may be oral, which shall be confirmed in writing, and shall specify the time and place of the requested

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# CITY OF GREENLEAF

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assistance, the equipment and personnel requested, and shall state the name of the official who is in charge of the PUBLIC SERVICE at the place where the assistance is requested. The Administrator shall refer the request to the highest ranking official available of the party requested to provide the mutual aid assistance.

6. RESPONSE TO REQUEST: The party requested to provide mutual aid assistance shall respond to the request as soon as possible. The response may be orally conveyed to the Administrator and the party requesting the assistance, but it shall be confirmed in writing. If the requested party agrees to provide mutual aid assistance, it shall notify the Administrator and the requesting party as to the equipment and personnel which will be engaged in the assistance as well as the time it will be provided and the name of the person who will be in charge of providing the assistance. If the amount of assistance thereafter varies, the party providing it shall amend this notification so that the Administrator and the party receiving the assistance will know what assistance was intended.

7. PERSONNEL AND EQUIPMENT PLEDGED: In order for the parties to understand the scope of this Agreement and the potential mutual aid assistance involved, the amount and number of personnel and equipment pledged by the appropriate party will be specified in the written response to the request for mutual aid.

8. COMMAND OF EQUIPMENT AND PERSONNEL: The respective Administrators shall have overall command of equipment and personnel used under this Agreement with their respective jurisdictions. However, the party to which it was provided shall have on-site command and direction of the equipment and personnel provided for the assistance. Should one of the parties determine that their employees are needed within their respective public agencies or that they do not wish to provide further assistance in a particular circumstance, they may recall their personnel. The party receiving the assistance shall always keep the party providing the assistance advised as to the person who is exercising this command and direction. All personnel who participate in mutual aid assistance shall be loaned servants to the party requesting the assistance. When the mutual aid assistance is no longer needed, the party receiving the assistance shall release this command and direct that all equipment and personnel be returned to the party providing the assistance. Personnel who participate in mutual aid assistance shall remain in the employ of their employer for all purposes, including, but not limited to, the payment of wages and benefits with the protection of all insurance and other coverages such as worker's compensation as provided by Idaho Code Section 67-2338.

9. LIABILITY: The original employing party shall have and assume complete liability for all of the acts of its personnel and the operation of its equipment provided under this Agreement.

9.1 The responding party shall not be liable to the requesting party for acts of its employees except for acts of gross negligence and/or reckless, willful, and wanton conduct as defined in Idaho Code § 6-904:C.

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10. **RETURN OF EQUIPMENT AND PERSONNEL:** When the mutual aid assistance is no longer required, the party receiving the assistance shall notify the Administrator and the party providing it and all equipment and personnel shall be returned to their normal place of operation. The party receiving the mutual aid assistance shall pay for any damage done to equipment while it is being transported to the place of assistance, or while it was used at the place of assistance, or while it is being returned after the assistance, to the extent it is not covered by the insurance of the party providing it. If the parties jointly purchase real or personal property, to perform under this Agreement, the control of that property shall be under the direction of the Administrators and shall be divided equally among the parties upon termination of this Agreement.

11. **PRE-INCIDENT PLANNING:** The Administrators and/or the commanding officers of the parties may from time to time mutually establish pre-incident plans which shall indicate the type and locations of potential problem areas where mutual aid assistance may be needed. This Agreement may be supplemented by schedules and lists of type of equipment and personnel that would be dispatched under various possible circumstances and the number of personnel that would be dispatched under certain circumstances. In addition, the parties may engage in mutual training or educational sessions to ensure the efficient operation of this Agreement. The parties agree to take such steps as are feasible to standardize the equipment and procedures used to provide assistance under this Agreement.

12. **PUBLIC SERVICE:** The term "PUBLIC SERVICE" as used herein is defined to mean those services and functions which are established by Ordinance and/or Resolution by the City Council of either Party which involves management, operation, and/or administration of the Parties' Public Works including: a) Public highways, roads and streets and public rights of way; b) Municipal irrigation systems; c) Parks and public areas and or buildings used for recreational purposes; d) Publicly owned treatment works; e) Municipal Domestic Water System; and f) City buildings and real property.

## 13. **GENERAL PROVISIONS**

13.1 **No liability for not responding:** No liability shall be imposed upon or attached to a party for not responding.

13.2 **Third party beneficiaries:** Each party to this agreement intends that this agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the parties hereto.

Greenleaf – Wilder Mutual Aid Agreement – p. 4 of 6

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# CITY OF GREENLEAF

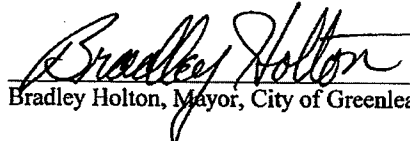
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Greenleaf, Idaho 83626



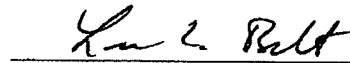
- 13.3 **Severability:** Should any term or provision of this agreement, or the application thereof to any person, parties, or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this agreement and this agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.
- 13.4 **Counterparts and process to become a party:** This agreement will be executed and delivered in counterparts, one for each party, and at such time as the City Council of each party adopts the necessary resolution authorizing the execution of the counterpart and a written notice thereof, this agreement shall then be in full force and effect to such parties and shall have the force and effect of an original.
- 13.5 **Captions:** The subject headings of the paragraphs and subparagraphs of this agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its' provisions.

DATED this 10th day of May, 2005.

CITY OF GREENLEAF

  
Bradley Holton, Mayor, City of Greenleaf

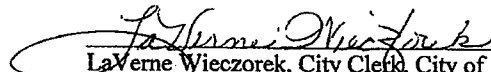
ATTEST:

  
Lee C. Belt, City Clerk, City of Greenleaf

CITY OF WILDER

  
John Bechtel, Mayor, City of Wilder

ATTEST:

  
LaVerne Wiczorek, City Clerk, City of Wilder

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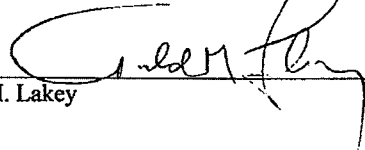


# CITY OF GREENLEAF

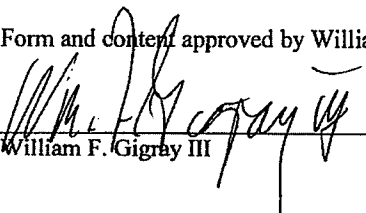
20523 North Whittier Drive  
Greenleaf, Idaho 83626



Form and content approved by Todd M. Lakey as attorney for the City of Greenleaf.

  
\_\_\_\_\_  
Todd M. Lakey

Form and content approved by William F. Gigray III as attorney for the City of Wilder.

  
\_\_\_\_\_  
William F. Gigray III

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# CITY OF GREENLEAF

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Greenleaf, Idaho 83626



## MUTUAL AID REQUEST

Section 5 of the 10 May 2005 Greenleaf/Wilder Mutual Aid Agreement states: "Any request for mutual aid assistance under this Agreement shall be made to the Administrator by the highest ranking official of that party who is available at the time the assistance is needed. The request may be oral, which shall be confirmed in writing, and shall specify the time and place of the requested assistance, the equipment and personnel requested, and shall state the name of the official who is in charge of the PUBLIC SERVICE at the place where the assistance is requested. The Administrator shall refer the request to the highest ranking official available of the party requested to provide the mutual aid assistance."

REQUEST FROM:  Greenleaf  Wilder

DATE OF REQUEST: \_\_\_\_\_  Oral request made previously

OFFICIAL MAKING REQUEST: \_\_\_\_\_

TIME & PLACE OF REQUESTED ASSISTANCE: \_\_\_\_\_

EQUIPMENT & PERSONNEL REQUESTED: \_\_\_\_\_

OFFICIAL IN CHARGE AT PLACE OF REQUESTED ASSISTANCE: \_\_\_\_\_

## MUTUAL AID RESPONSE

Section 6 of the 10 May 2005 Greenleaf/Wilder Mutual Aid Agreement states: "The party requested to provide mutual aid assistance shall respond to the request as soon as possible. The response may be orally conveyed to the Administrator and the party requesting the assistance, but it shall be confirmed in writing. If the requested party agrees to provide mutual aid assistance, it shall notify the Administrator and the requesting party as to the equipment and personnel which will be engaged in the assistance as well as the time it will be provided and the name of the person who will be in charge of providing the assistance. If the amount of assistance thereafter varies, the party providing it shall amend this notification so that the Administrator and the party receiving the assistance will know what assistance was intended."

DATE OF RESPONSE: \_\_\_\_\_  Oral response given previously

APPROVED  DENIED (Reason: \_\_\_\_\_)

EQUIPMENT & PERSONNEL ENGAGED: \_\_\_\_\_

TIME PROVIDED: \_\_\_\_\_

PERSON IN CHARGE OF PROVIDING ASSISTANCE: \_\_\_\_\_

AMENDMENTS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**MUTUAL AID REQUEST**

Section 5 of the 10 May 2005 Greenleaf/Wilder Mutual Aid Agreement states: "Any request for mutual aid assistance under this Agreement shall be made to the Administrator by the highest ranking official of that party who is available at the time the assistance is needed. The request may be oral, which shall be confirmed in writing, and shall specify the time and place of the requested assistance, the equipment and personnel requested, and shall state the name of the official who is in charge of the PUBLIC SERVICE at the place where the assistance is requested. The Administrator shall refer the request to the highest ranking official available of the party requested to provide the mutual aid assistance."

REQUEST FROM:  Greenleaf  Wilder  
DATE OF REQUEST: \_\_\_\_\_  Oral request made previously  
OFFICIAL MAKING REQUEST: \_\_\_\_\_  
TIME & PLACE OF REQUESTED ASSISTANCE: \_\_\_\_\_  
EQUIPMENT & PERSONNEL REQUESTED: \_\_\_\_\_  
OFFICIAL IN CHARGE AT PLACE OF REQUESTED ASSISTANCE: \_\_\_\_\_

**MUTUAL AID RESPONSE**

Section 6 of the 10 May 2005 Greenleaf/Wilder Mutual Aid Agreement states: "The party requested to provide mutual aid assistance shall respond to the request as soon as possible. The response may be orally conveyed to the Administrator and the party requesting the assistance, but it shall be confirmed in writing. If the requested party agrees to provide mutual aid assistance, it shall notify the Administrator and the requesting party as to the equipment and personnel which will be engaged in the assistance as well as the time it will be provided and the name of the person who will be in charge of providing the assistance. If the amount of assistance thereafter varies, the party providing it shall amend this notification so that the Administrator and the party receiving the assistance will know what assistance was intended."

DATE OF RESPONSE: \_\_\_\_\_  Oral response given previously  
 APPROVED  DENIED (Reason: \_\_\_\_\_)  
EQUIPMENT & PERSONNEL ENGAGED: \_\_\_\_\_  
TIME PROVIDED: \_\_\_\_\_  
PERSON IN CHARGE OF PROVIDING ASSISTANCE: \_\_\_\_\_  
AMENDMENTS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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MEMORANDUM OF UNDERSTANDING  
Between  
THE CITY OF GREENLEAF  
And  
RIVERSIDE IRRIGATION DISTRICT

This memorandum of understanding (MOU) is hereby made and entered into by and between the CITY OF GREENLEAF ("City") and the RIVERSIDE IRRIGATION DISTRICT ("District") this 15 day of May, 2014.

- A. **PURPOSE:** The purpose of this non-binding MOU is to foster cooperation between the City and the District for communication, mutual assistance, and data sharing.
- B. **CITY OF GREENLEAF RESPONSIBILITIES:** The City of Greenleaf shall undertake the following activities during the duration of the MOU term:
1. **Notification:** The City agrees to timely inform the District of a discharge from the City's Wastewater Treatment Plant ("WWTP") into the West End Drain (aka Renshaw Canal) (i) during the irrigation season (April 1 through October 31); (ii) in the event such discharge is discovered to be outside regulatory test parameters or specifications established by the plant's National Pollutant Discharge Elimination System (NPDES) Permit standards as established and issued by the Environmental Protection Agency (EPA); or (iii) in the event such discharge is from surface water at the City's WWTP.
  2. **Planning and Cooperation:** The City agrees to cooperate in good faith with the District and keep the District informed of issues and planning efforts related to the City's WWTP and regional efforts related to water quality with possible impact to the Renshaw Canal, West End Drain, Riverside Canal, Dixie Drain, and Boise River.
  3. **Contact Information:** The City will provide updated contact information (see Appendix 'A') on an as-needed basis and in a timely fashion for the fulfillment of this MOU.
  4. **Mutual Assistance:** Recognizing that a failure of the District's water delivery system may adversely affect economic interests in the City of Greenleaf Area of Impact, the City of Greenleaf may choose to make resources such as equipment, manpower, consultative advice, and other resources available to the District, upon request for assistance by the District.
- C. **RIVERSIDE IRRIGATION DISTRICT RESPONSIBILITIES:** Riverside Irrigation District shall undertake the following activities during the duration of the MOU term:
1. **Notification:** The District agrees to inform the City of any concerns or issues related to its water delivery systems relative to the operation of the City's WWTP.

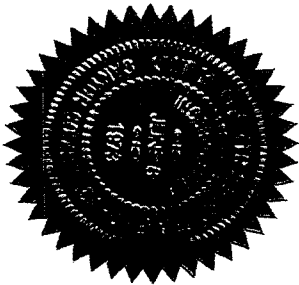
When appropriate, the District agrees to provide the beginning and ending dates of the District's irrigation season to the City.

2. Contact Information: The District will provide updated contact information (see Appendix 'B') on an as-needed basis in a timely fashion for the fulfillment of this MOU.
  3. Mutual Assistance: Recognizing that a failure at the City's WWTP may affect water in the West End Drain entering the Riverside Canal, the District may choose to make resources such as equipment, manpower, consultative advice, and other resources available to the City, upon request for assistance by the City.
- D. DATA SHARING: It is mutually understood and agreed by and between the parties that:
1. Data may be shared: For the mutual benefit of the parties hereto, collected data such as water flow data, test results from water quality testing, and other data may be shared between the City and the District.
  2. Shared data to be considered confidential: Both parties agree to hold shared data received from the other party as confidential and not to be disclosed, released, or used outside authorized personnel, except as may be required to comply with applicable court orders, laws or regulations.
- E. GENERAL PROVISIONS: It is mutually understood and agreed by and between the parties that:
1. Participation in similar activities. This instrument in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
  2. Commencement/expiration/amendment/termination. This MOU takes effect upon signature by the parties, and remains in effect from the date of signature. This MOU may be amended upon written request of either party, and the subsequent written concurrence of the other. Either party may terminate this MOU with a 30-day written notice to the other.
  3. Responsibilities of parties. The parties agree that their respective agencies will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing the mutually beneficial objectives of this MOU.
  4. Authorized contacts. A prioritized list of authorized contacts for this instrument are included in Appendix 'A' (City of Greenleaf contacts) and Appendix 'B' (Riverside Irrigation District contacts). Each party is encouraged to annually review and send the other party an updated contact list on an as-needed basis.

5. Non-fund obligating document. Nothing in this MOU shall obligate either party to obligate or transfer any funds.
6. Establishment of responsibility. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by either party.
7. Authorized representatives. By signature below, each party certifies that the individuals listed in the appendices as representatives of that party are authorized to act in their respective areas for matters related to this agreement.

THE PARTIES HERETO have executed this instrument:

CITY OF GREENLEAF:



Brad Holton  
Brad Holton, Mayor

05/15/2014  
Date

Attest: Lee C. Belt  
Lee C. Belt, City Clerk

15 MAY 2014  
Date

RIVERSIDE IRRIGATION DISTRICT:

Larry Stacy  
Chairman

10-11-14  
Date

Annette T. Erics  
Secretary

10/14/14  
Date

MEMORANDUM OF UNDERSTANDING  
Between  
THE CITY OF GREENLEAF  
And  
RIVERSIDE IRRIGATION DISTRICT

Appendix 'A'

**PRIORITIZED LIST OF AUTHORIZED CONTACTS  
FOR THE CITY OF GREENLEAF**

<b>1<sup>st</sup> Contact:</b>	<b>Name:</b>	Doug C. Amick
	<b>Title:</b>	Public Services Director
	<b>Phone (daytime)</b>	208/454-0552 (office)
	<b>Phone (evening)</b>	see 'cell/mobile'
	<b>Phone(cell/mobile)</b>	208/989-2983
	<b>Facsimile (FAX)</b>	208/454-7994
	<b>E-mail</b>	greenleafpubsvcs@cableone.net
<b>2<sup>nd</sup> Contact:</b>	<b>Name:</b>	Ruben Flores
	<b>Title:</b>	Assistant to the Public Services Director
	<b>Phone (daytime)</b>	208/454-0552 (office)
	<b>Phone (evening)</b>	see 'cell/mobile'
	<b>Phone(cell/mobile)</b>	208/546-2188
	<b>Facsimile (FAX)</b>	208/454-7994
	<b>E-mail</b>	rubenflores@cableone.net
<b>3<sup>rd</sup> Contact:</b>	<b>Name:</b>	Lee C. Belt
	<b>Title:</b>	City Clerk
	<b>Phone (daytime)</b>	208/454-0552 (office)
	<b>Phone (evening)</b>	see 'cell/mobile'
	<b>Phone(cell/mobile)</b>	208/880-4061
	<b>Facsimile (FAX)</b>	208/454-7994
	<b>E-mail</b>	greenleafclerk@cableone.net

MEMORANDUM OF UNDERSTANDING  
Between  
THE CITY OF GREENLEAF  
And  
RIVERSIDE IRRIGATION DISTRICT

Appendix 'B'

**PRIORITIZED LIST OF AUTHORIZED CONTACTS  
FOR THE RIVERSIDE IRRIGATION DISTRICT**

1 <sup>st</sup> Contact:	Name:	Andy Pishoo
	Title:	Manager
	Phone (daytime)	208-724-8457
	Phone (evening)	Same
	Phone (cell/mobile)	Same
	Facsimile (FAX)	208-722-2011
	E-mail	rid1896@gmail.com
2 <sup>nd</sup> Contact:	Name:	Scott Hopkins
	Title:	Assistant - (Ditch Rider)
	Phone (daytime)	208-695-5909
	Phone (evening)	Same
	Phone (cell/mobile)	Same
	Facsimile (FAX)	208-722-2011
	E-mail	rid1896@gmail.com
3 <sup>rd</sup> Contact:	Name:	Netty Enrics
	Title:	Office Manager
	Phone (daytime)	208-722-2010
	Phone (evening)	
	Phone (cell/mobile)	
	Facsimile (FAX)	208-722-2011
	E-mail	fdcd.1875@gmail.com

Applicable City Code

City of Greenleaf  
**City Emergencies Ordinance**  
Greenleaf Code Chapter 6, Title 5

Chapter 6  
CIVIL EMERGENCIES

5-6-1: TITLE:

5-6-2: HEADS OF HOUSEHOLDS, EMERGENCY PREPARATION:

5-6-3: EMERGENCY OPERATIONS PLAN:

5-6-4: VOLUNTEERS AND TRAINING:

5-6-5: EXPENSES:

5-6-1: TITLE:

This chapter shall be known and cited as the CIVIL EMERGENCIES ORDINANCE.  
(Ord. 208, 11-14-2006)

5-6-2: HEADS OF HOUSEHOLDS, EMERGENCY PREPARATION:

A. In order to provide for the emergency management of the city, and further in order to provide for and protect the safety, security and general welfare of the city, its inhabitants and any refugees that may arrive in the city, it is recommended that every head of household residing in the city limits obtain training in areas including, but not limited to: citizen's emergency response training, self-defense, emergency preparedness, food and water storage, first aid/CPR, local emergency response protocols and plans, disaster communications, and any other training that may be available pertaining to handling emergency situations. Further, it is recommended that each head of household residing in the city limits prepare to care for any refugees that may arrive in the city or to care for themselves in an emergency situation by maintaining a store of nonperishable food, water and other essential items that would sustain the household for a period of at least ninety six (96) hours.

B. It is further recommended that each head of household residing in the city limits that is not prohibited by law or judicial decree from possessing firearms and that chooses to exercise the right to legally maintain firearms as protected by the second amendment of the constitution of the United States of America, do so and obtain appropriate training relating to proper, safe and lawful handling of firearms. (Ord. 208, 11-14-2006)



5-6-3: EMERGENCY OPERATIONS PLAN:

A. The city of Greenleaf accepts the Canyon County emergency operations plan dated May 2006, and its successors, authorizing the mayor and city staff to actively participate in coordinated planning, preparedness, response and recovery efforts, and to offer reasonable assistance in times of a disaster emergency.

B. The mayor, city clerk, and public services director are encouraged to develop plans for creation of an emergency operations center (EOC) for the city of Greenleaf, and general resources to support the following areas of concern:

Emergency communications

RAPID disaster assessment capability (within 1 to 3 hours of event)

Residents ability to shelter in place

Evacuation

Receipt of refugees

C. The mayor, city clerk, and public services director are authorized to develop a city of Greenleaf emergency operations plan modeled after and complementing the Canyon County plan, without merely restating the Canyon County plan. Such a city of Greenleaf emergency operations plan would be reviewed by the city attorney and adopted by the city council in resolution form, and should be periodically reviewed by city staff for recommendation of updates and changes to the city council. Such a city of Greenleaf emergency operations plan should address the following general topics:

Purpose statement

Situation and assumptions, including a hazard/risk analysis statement

Concept of operations, including phases of management, direction and control, organization, and continuity of government

Roles and responsibilities in time of emergency

Disaster declaration process

Emergency communications, including contact/call lists and alternative communication plans

RAPID disaster assessment plan

Residents shelter in place

Evacuation plan

Receipt of refugees plan

Master resource and contact list, including memorandums of understanding

Upon adoption, a copy of the city of Greenleaf emergency operations plan shall be maintained available for public inspection in the office of the city clerk.

D. The mayor, city clerk, and public services director are authorized to pursue memorandums of understanding (MOUs) with area individuals, businesses, and organizations to develop a network of available resources in time of emergency. All MOUs shall be reviewed by the city attorney and adopted by the city council in resolution form. (Ord. 208, 11-14-2006)

#### 5-6-4: VOLUNTEERS AND TRAINING:

A. The mayor, city clerk, and public services director are authorized to promote and support an active citizen emergency response team (CERT) group for the city of Greenleaf, to provide a core of citizen volunteers trained and equipped to assist emergency first responders (i.e., fire and police), and to act in disaster situations when assistance from emergency first responders may be delayed.

B. The mayor and city clerk are authorized to promote and support active neighborhood watch (NW) or other such groups within the city of Greenleaf, to support police efforts to combat crime within the city.

C. The mayor and city clerk are authorized to promote and encourage training of residents of the city, such training including, but not limited to, those topics outlined in section 5-6-2 of this chapter. (Ord. 208, 11-14-2006)

#### 5-6-5: EXPENSES:

A. Any expenditures by the city of Greenleaf in support of efforts authorized under this chapter are to be budgeted or otherwise approved by the city council.

B. Unless otherwise budgeted or allocated by the city council, franchise fees collected by the city may be earmarked for inclusion in the annual budget for expenditure through the general fund for expenses related to efforts authorized under this chapter. (Ord. 208, 11-14-2006)

## Applicable State Code

### Applicable State Code Follows:

IC §46-1011 - Local Disaster Emergencies

IC §50-602 - Mayor, Administrative Official

IC §50-608 - Vacancy in Office of Mayor

IC §50-609 - Mayor May Require Aid in Enforcing Law

IC §50-901 - Ordinances -- Style -- Publication -- When Effective --  
Immediate Operation in Emergencies

IC §50-1006 - Expenditures Not to Exceed Appropriation -- Exceptions

TITLE 46  
MILITIA AND MILITARY AFFAIRS  
CHAPTER 10  
STATE DISASTER PREPAREDNESS ACT

46-1011. Local disaster emergencies. (1) A local disaster emergency may be declared only by a mayor or chairman of the county commissioners within their respective political subdivisions. It shall not be continued or renewed for a period in excess of seven (7) days except by or with the consent of the governing board of the political subdivision. Any order or proclamation declaring, continuing, or terminating a local disaster emergency shall be given prompt and general publicity and shall be filed promptly with the local county recorder.

(2) The effect of a declaration of a local disaster emergency is to activate the response and recovery aspects of any and all applicable local or intergovernmental disaster emergency plans and to authorize the furnishing of aid and assistance thereunder.

(3) No intergovernmental agency or official thereof may declare a local disaster emergency, unless expressly authorized by the agreement pursuant to which the agency functions. However, an intergovernmental disaster agency shall provide aid and services in accordance with the agreement pursuant to which it functions.

History:

[46-1011, added 1975, ch. 212, sec. 2, p. 584.]

TITLE 50  
MUNICIPAL CORPORATIONS  
CHAPTER 6  
MAYOR

50-602. Mayor, administrative official. The mayor, except as provided in sections 50-801 through 50-812[, Idaho Code], shall be the chief administrative official of the city, preside over the meetings of the city council and determine the order of business subject to such rules as the council may prescribe, have a vote only when the council is equally divided, have the superintending control of all the officers and affairs of the city, preserve order, and take care that the ordinances of the city and provisions of this act are complied with and enforced.

History:

[50-602, added 1967, ch. 429, sec. 122, p. 1249.]

TITLE 50  
MUNICIPAL CORPORATIONS  
CHAPTER 6  
MAYOR

50-608. Vacancy in office of mayor. In case of a temporary vacancy in the office of mayor due to absence or disability, the president of the council shall exercise the office of mayor during such disability or temporary absence, and until the mayor shall return. When a vacancy occurs in the office of mayor by reason of death, resignation or permanent disability, the city council shall fill the vacancy from within or without the council as may be deemed in the best interests of the city, which appointee shall serve until the next general city election, at which election a mayor shall be elected for the full four (4) year term.

TITLE 50  
MUNICIPAL CORPORATIONS  
CHAPTER 6  
MAYOR

50-609. Mayor may require aid in enforcing law. The mayor is hereby authorized to call on every resident in the city over twenty-one (21) years of age to aid in enforcing the laws.

History:

[50-609, added 1967, ch. 429, sec. 129, p. 1249; am. 2006, ch. 53, sec. 1, p. 164.]

TITLE 50  
MUNICIPAL CORPORATIONS  
CHAPTER 9

ORDINANCES -- CITY CODE -- RECORDS

50-901. Ordinances -- Style -- Publication -- When effective -- Immediate operation in emergencies. The style of all ordinances shall be: "Be it ordained by the mayor and council of the city of ....." and all ordinances of a general nature, unless otherwise required by law, shall, before they take effect and within one (1) month after they are passed, be published in full or by summary as provided in section 50-901A, Idaho Code, in at least one (1) issue of the official newspaper of the city, or mailed as provided in section 60-109A, Idaho Code; provided, however, that in cases of riot, infections or contagious disease, or other impending danger requiring immediate enforcement, such ordinances shall take effect upon the proclamation of the mayor or president of the council, posted in at least five (5) public places of the city; provided further, that nationally recognized codes such as, but not limited to, those establishing rules and regulations for the construction, alteration or repair of buildings, the installation of plumbing, the installation of electric wiring, fire prevention, gas piping installations, sanitary regulations, health measures, and statutes of the state of Idaho such as, but not limited to, those relating to the operation of motor vehicles, equipment of motor vehicles, traffic control devices, motor vehicle laws, liquor and beer laws, housing, construction, health and sanitation, may be adopted by a city council without including more than a particular reference to such code, and without publication or posting thereof, if adoption of such code be made in a regularly adopted and published ordinance; provided further, that at least one (1) copy of the supplemental code, duly certified by the city clerk, shall have been filed for use and examination by the public in the office of the clerk of the city prior to the adoption of the ordinance by the city council. Following its adoption by the city, one (1) copy of the supplemental code shall be retained by the city, which shall be filed in the office of the city clerk.

History:

[50-901, added 1967, ch. 429, sec. 152, p. 1249; am. 1971, ch. 9, sec. 1, p. 20; am. 1979, ch. 19, sec. 1, p. 29; am. 1981, ch. 145, sec. 1, p. 250; am. 1982, ch. 66, sec. 1, p. 130; am. 2001, ch. 156, sec. 1, p. 563.]

TITLE 50  
MUNICIPAL CORPORATIONS  
CHAPTER 10  
FINANCES

50-1006. Expenditures not to exceed appropriation -- Exceptions. The mayor and council shall have no power to appropriate, issue or draw on the treasurer for money unless the same has been appropriated or ordered by ordinance, or the claim for the payment of which such order or warrant is issued has been allowed according to the provisions of sections 50-1001 through 50-1042, Idaho Code, and appropriations for the class or object out of which such claim is payable has been made as provided in sections 50-1001 through 50-1042, Idaho Code. Neither the city council nor any department or officer of the corporation shall add to the corporation expenditures in any year anything over and above the amount provided in the annual appropriation bill for the year, except as herein otherwise specially provided; and no expenditures for any improvement to be paid shall exceed in any year the amount allocated for such improvement in the annual appropriation bill, provided, however, that nothing herein contained shall prevent one-half (1/2) plus one (1) of the members of the full council from declaring an emergency, the necessity for which was caused by casualty, accident, or act of nature after such annual appropriation is made. In the event of a declared emergency caused by casualty, accident, or act of nature, the city council may order the mayor and finance committee to borrow a sufficient sum to provide for the expense incurred in abating the emergency or the making of any repairs or restoration of improvements, for a space of time not exceeding the close of the next fiscal year, which sum and interest shall be added to the amount authorized to be raised in the next general tax levy and embraced therein.

Should any judgment be obtained against the corporation, the mayor and finance committee, under the sanction of the city council, may borrow for a space of time not exceeding the close of the next fiscal year, a sufficient amount to pay the same, which sum and interest shall in like manner be added to the amount authorized to be raised in the general tax levy of the next year and embraced therein.

History:

[50-1006, added 1967, ch. 429, sec. 166, p. 1249; am. 1980, ch. 136, sec. 6, p. 300; am. 1987, ch. 171, sec. 1, p. 337; am. 1996, ch. 322, sec. 50, p. 1079.]