MIDVALE CITY, UTAH
RESOLUTION NO. 2017-R-01

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH TRANS-JORDAN CITIES REGARDING DEBRIS MANAGEMENT

WHEREAS, Midvale City desires to authorizing the Mayor to enter into an Interlocal Agreement with the Trans-Jordan Cities regarding Debris Management; and

WHEREAS, the Midvale City Council desires to be in full compliance with FEMA in regards to disaster recovery regulations and debris management appendix M in the Midvale City EOP; and

WHEREAS, this Midvale City Emergency Operations Plan supersedes any other emergency operation plans that existed prior to this date; and

WHEREAS, the Midvale City Council have a working awareness, value, purpose, and importance of this document; and

WHEREAS, the Midvale City Council recognizes this document is a flexible working document to be utilized during a disaster;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE CITY, UTAH:

Section 1. The Midvale City Council hereby authorizes the Mayor to enter into an Interlocal Agreement with the Trans-Jordan Cities and adopt and implement the Midvale City Debris Management Plan Appendix M (Exhibit B).

Section 2. This Resolution shall take effect immediately.

APPROVED AND ADOPTED this 3rd day of January, 2017.

[Signature]
JoAnn B. Seghini, Mayor

ATTEST:

[Signature]
Rori L. Andreason, MMC
City Recorder

Voting by the Council:

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“Aye”  “Nay”
AGREEMENT FOR A TEMPORARY STAGING AREA FOR DEBRIS IN THE EVENT OF AN EMERGENCY

This Agreement is made by and between Midvale, a Utah municipal corporation ("CITY"), and Trans-Jordan Cities, an interlocal entity ("TJC"). The CITY and TJC are referred to hereinafter as the "Parties."

WHEREAS, City is a municipality that in an emergency event or major disaster will need to coordinate and facilitate the management of debris deposited on public lands and public right-of-way; and

WHEREAS, because of the inherent danger posed by uncollected debris from an emergency condition, it is in the public's interest that the CITY protect against the accumulation of debris and its accompanying hazard to human life and property; and

WHEREAS, the CITY's Debris Management Plan states that the CITY's Public Works Department will coordinate the establishment of temporary and permanent sites to accept debris; and

WHEREAS, TJC is an entity that provides for waste disposal and other landfill operations; and

WHEREAS, TJC has a leasehold interest in approximately 50 acres of property (the "Site") located at approximately 10473 S. Bacchus Hwy (U-111) South Jordan City, UT and has been identified as a site for temporary storage of all construction debris in the event of a catastrophic event; and

WHEREAS, the CITY has requested permission to use the Site, described in the attached Exhibit A, as a temporary staging area for short-term debris storage and for debris separation in the event of an emergency; and

WHEREAS, TJC has agreed to make the Site available to the CITY for such purposes subject to the terms and conditions hereinafter set out.

NOW THEREFORE, for and in consideration of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Use of the Site.** Use of the Site for debris is subject to availability and TJC approval. The CITY will provide TJC's Executive Director with advance notice of its need for the use of the Site. TJC must acknowledge and approve the request prior to CITY use of the Site. Upon the occurrence of an emergency condition, and after permission from TJC is received, the CITY, its affiliated contractors, and their personnel and vehicles may enter the Site to dump debris. The CITY or its affiliates will separate the debris, as directed by TJC personnel, so it may be moved to an appropriate storage location. Further, the CITY or its affiliates agree to move debris to a permanent destination when identified.

2. **Term.** This Agreement shall remain in effect for a term of five years with one automatic five year renewal unless earlier terminated by either party upon ninety days written notice. This
Agreement shall automatically terminate if the lease between the Site property owner and TJC expires, or is revoked, or is cancelled. The CITY's use of the Site, as a temporary staging area for debris storage and separation, shall extend for that period of time reasonably required by the CITY to respond to the emergency event or major disaster. In the event this agreement is terminated while debris is on the Site, the CITY will have thirty days from written notification by TJC to remove the debris.

3. **Site Repairs.** CITY agrees that, upon cessation of use of the Site, the CITY will either restore the Site to the same condition as existed before its use, or pay TJC an agreed upon sum for restoration. The CITY shall repair any damage to ancillary land owned by TJC immediately adjacent to the Site that may be caused by any activity of the CITY or its employees, agents and contractors on the Site.

4. **Indemnification.** TJC and the City recognize that both Parties are government entities and are covered under Utah's Government Immunity Act (U.C.A. 63G-7-101 et seq.). Each Party recognizes that it is solely responsible for the actions of its employees, contractors, and agents.

5. **Notices.** All notices shall be in writing and shall be delivered to the following addresses or at such different addresses as shall be directed by the Parties in writing from time-to-time.

   CITY: Midvale City  
   ATTN: Public Works Director  
   7505 South Holden Street  
   Midvale, UT 84047

   TJC: Trans-Jordan Cities Landfill  
   10473 S Bacchus Hwy  
   South Jordan, UT 84009

6. **Assignment.** The CITY shall not assign this Agreement without the prior written consent from TJC.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. All prior agreements, representations and negotiations between the Parties regarding the subject matter are hereby superseded. The Agreement shall not be altered or amended except by an agreement in writing executed by both Parties.

8. **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Utah.

9. **Signatory Warranty.** The undersigned signatories for the CITY and TJC hereby represent and warrant that they are authorized to sign the organization for which he or she has executed this Agreement.

10. **Severability.** If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable, the remainder of the Agreement shall not be
affected, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

EXECUTED AND MADE EFFECTIVE ON THE DATE LAST SIGNED BELOW.

CITY: Midvale
Signature: [Signature]
Printed Name: JoAnn B. Seghini
Title: Mayor
Date: Jan 4, 2017

TJC: TRANS-JORDAN CITIES
Signature: ________________________________
Printed Name: Mark J. Hooyer
Title: Executive Director
Date: ________________________________

Approved as to form

Attorney for the City

Approved as to form

Attorney for Trans-Jordan
NOTARY:

State of Utah
County of Salt Lake

On this 14th day of January 2017 personally appeared before me
John B. Sehgah (name of person), whose identity is personally
known to me or provided to me on this basis satisfactory evidence, and who affirmed that he/she is the
Mayor (name of entity), and said document was signed by him/her in behalf of said entity by authority of its
bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said entity
executed the same.

Rori L. Andreason
Notary Public
Midvale City Emergency Operations Plan

Appendix “M”: ESF #3- Public Works

Debris Management Plan

I. INTRODUCTION

A. Purpose

The purpose of this Debris Management Support annex is to provide a guideline for how the Midvale City will manage debris as well as provide assistance to local jurisdictions for debris management. These efforts may include: pre-disaster debris planning, technical assistance, recommendations, and/or guidance to other entities with regard to debris operations, potential funding, resources, contracting, etc. Implementation of this support annex will be coordinated through the Midvale City Emergency Operation Center (EOC).

B. Scope

During an incident, the affected local area normally utilizes their own resources to accomplish debris clearance and disposal. However, if the situation is of such magnitude that the jurisdiction resources are insufficient to accomplish the work, County, State and Federal government assistance may be requested to supplement the efforts and resources. The city will also be responsible for clearing city roads and facilities.

This document defines roles, responsibilities, and guidance for development and implementation of all elements involved in managing debris removal operations required following a disaster event and in support of Emergency Support Function (ESF) #3 - Public Works of the Emergency Operations Plan.

II. POLICIES AND AUTHORITIES Supporting Midvale City

A. Midvale City Emergency Operations Plan/Appendix M

B. Midvale City has Mutual Aid agreements and/or Memorandum of Understandings currently with SLC. Public Works, Unified Fire Authority, SLCo., TJC and State of Utah Emergency Management. Referenced in Midvale City’s EOP.

III. SITUATION AND ASSUMPTIONS

A. Debris includes, but is not limited to, vegetative debris, construction and demolition debris, sand, mud, silt, gravel, rocks, boulders, appliances, personal property, and vehicle wreckage.

B. Some debris materials may contain or be comprised of hazardous substances requiring special handling and/or disposal.

C. The quantity and type of waste generated from any particular incident will be a function of the location and kind of event experienced, as well as its magnitude, duration, and intensity. These factors will determine the type of collection, recycling, and disposal
methods utilized to safely manage this waste, associated costs incurred, and how quickly the affected area can be safely cleaned up.

D. During an incident, Midvale City, County and State agencies may have difficulty in locating staff, equipment, and funds to devote to debris removal, in short as well as long term. Communication between agencies and jurisdictions will be needed.

E. Midvale City shall characterize the waste (organic content, toxicity, asbestos containing, hazardous, radioactive, etc.) and these efforts should be done first as part of any response to the incident. Segregation and management strategies of the waste removal, storage and disposal will depend on its characteristics and hazards. Midvale City will be initially responsible for the debris management. Until the scope of the debris becomes unmanageable for city resources. Then Salt Lake County has an MOU/ MA agreement with the Midvale City to assist with debris removal. Midvale will then use a certified contractor to support continual debris removal augmenting city and county resources until these tasks are concluded.

F. The amount of waste generated from an incident could exceed Midvale City’s ability to dispose of it within the county or through normal disposal procedures. They may run their own debris management and may declare an emergency if the quantity of debris has exceeded their ability to manage and dispose of it. If needed, the County and or the Governor may declare a State of emergency that authorizes the use of State resources to assist in the removal and disposal of debris. In the event federal resources are needed, the Governor may request federal assistance.

G. Temporary Debris Management Sites and Disposal Locations have been determined. Midvale City has signed an MOU with TJC.

H. Midvale City appurtenances (such as equipment and other items) that are on private property are the City responsibility and the City must gain permission to enter the property to clear the items.

IV. CONCEPT OF OPERATIONS

A. Midvale City follows these best practices:
   1. Diverting as much material from disposal as possible through recycling, composting and other legitimate diversion options
   2. Utilizing volume reduction techniques to improve debris management efficiency and minimize impacts on landfill capacities
   3. Considering alternative technologies for managing portions of the debris waste stream, in city, in county or in-state.
   4. Using approved temporary debris management sites for processing debris for recycling and/or final disposal. Midvale has an MOU with Trans-Jordan Cities.

B. Excess Debris Management

When an incident occurs which generates debris exceeding city and or local government waste management resources or debris is created from city owned infrastructure, the City EM and Public Works through, the county emergency management will respond
accordingly. The County will coordinate with the State Division of Emergency Management and the Utah Department of Transportation (UDOT) who is the lead State agency in debris clearance. UDOT and the DEM Operations Manager will determine if additional federal support is required to support these removal and disposal efforts. Continued response is listed below:

1. Estimating the Types and Amounts of Debris
2. Temporary Debris Storage Site Selection and Site Priorities

C. Debris Removal
Debris removal can be divided into three phases:

1. Life and health safety
2. Clearance and Removal
3. Clean up and close out finalization

D. Emergency Clearance and Removal
During an incident, these immediate actions may be taken for life safety:

1. Emergency Access Route Clearance
2. Identification/Stabilization of Hazardous Substance-Containing Debris
3. Emergency Debris/Hazardous Removal

E. Non-Emergency Debris Removal
When life safety is not threatened, the following actions may occur:

1. Removing debris and starting to restore access to City services
2. Access to Services and Public Right of Way
3. Household Hazardous Waste (HHW) Removal

F. Health and Safety Issues
Midvale City’s Debris Management Support annex is based on an all-hazard approach. A critical component of debris management includes:

1. Protecting the safety and well-being of workers
2. Personal Hygiene Practices and Decontamination
3. Personal Protective Equipment
4. Respiratory Protection
5. Hazardous Chemicals
6. Asbestos, Lead, and Silica

G. Debris Collection and Reduction Sites
Site Selection should take into consideration the following, but is not limited to: access, topography, and environmental ownership, impacts on water wells, waterways, and wetlands.

All temporary debris sites will need to obtain the correct permitting and appropriate sources must process permission for site approvals.

Site preparation and operations shall be determined by Midvale Public Works and/or Midvale Emergency Manager. Proper guidance can help avoid problems at closeout.

Debris site closeout recommendations include:

1. Temporary debris staging and reduction site will eventually be emptied.
2. Midvale Emergency Management and/or Public Works must be assured by the contractor that all sites are properly remediated.
3. Each temporary debris management site must be cleared and restored to pre-disaster conditions and uses.

H. Contract Services

All Contractors shall be monitored by Midvale City Building Inspectors, Midvale City Public Works or Midvale City Emergency Manager to follow proper procurement of Environmental Quality, Health Department policies and have a current State and Federal certifications to handle debris removal material properly.

I. Curbside Collection

Some incidents generate a large amount of debris, which affects local businesses and home/property owners. Debris removal from private property is generally the responsibility of the individual property owners; however, when it is in the public interest to remove debris, the affected jurisdiction may act to abate the threat. Debris on private property may be moved to “curbside” for pickup by Midvale City or contracted debris removal vehicles. Careful planning and monitoring is required so only eligible debris is collected.

J. Building Demolition Policy

ALL Emergency demolition of any structures located on private property may be necessary when partial or complete collapse is imminent and that collapse poses an immediate threat to the general public. Shall be determined and monitored by Midvale City Engineers and Inspectors.

V. REFERENCES

Refer to FEMA_PAPPG Chapter 2 Section VI.B.16 to determine PA reimbursement eligibility.

PA Program and Policy Guide (PAPPG)

Utah Administrative Code, 53-2a-3
Utah Administrative Code, Rule R704-2.

Statewide Mutual Aid Act Activation: Defines Mutual Aid Activation procedures.

Utah Administrative Code, Title 72: Gives authority and outlines rights of UDOT to maintain and clear roadways.