

AGREEMENT

This Agreement is made and entered into this 8th day of June, 1993, by and between the City of Redlands, a municipal corporation, hereinafter referred to as "Redlands," and the City of Highland, a municipal corporation, hereinafter referred to as "Highland" (sometimes individually referred to as the "City," and collectively, as the "Cities").

RECITALS

WHEREAS, over the past several years, Redlands and Highland have undertaken efforts both individually and collectively to regulate mining activities within their respective jurisdictions to protect the public health, safety and welfare of their citizens; and

WHEREAS, in response to a lead agency determination request by Highland, on December 10, 1992, the State Mining and Geology Board found, among other things, that an immediate need existed for regulation of mining activities at the C.L. Pharris Sand and Gravel Company, Inc. "Johnson Pit" and "Redlands Aggregates" mining sites, and further recommended that Highland and Redlands enter into a joint agreement for the purpose of regulating such sites; and

WHEREAS, Highland has contracted with a consultant for the preparation of annual inspection reports and other reports required by the Surface Mining and Reclamation Act ("SMARA"); and

WHEREAS, Redlands and Highland believe it is in their best interests, and the best interest of the mining operator, that the Cities employ a common consultant for purposes of conducting inspections of the "Johnson Pit" and "Redlands Aggregates" mining sites;

NOW THEREFORE, it is agreed by and between the City of Redlands and the City of Highland as follows:

AGREEMENT

Section 1. Lead Agency Status. In accordance with the determination of the State Mining and Geology Board, each City shall retain its SMARA lead agency authority for all mining operations conducted within its individual jurisdiction, including the portions of those mining operations conducted on lands divided jurisdictionally by the common boundary of Highland and Redlands.

Section 2. Retention of Consultant. Each City shall contract with a mutually agreed upon common consultant to perform annual inspection services, as required by Public Resources Code Section 2774, for the "Johnson Pit" and "Redlands Aggregate" mining sites. For the initial term of this Agreement, Warren Coalson shall be the designated consultant. Such inspection services shall be for the mining operators 1992 reporting year and shall commence not later than six months after the date on which both Cities are in receipt of the mining operator's annual report required by Public Resources Code Section 2207 (due date of July 1, 1993). It

is recognized by the parties that inspection services for mining operations in the City of Highland have already commenced.

Section 3. Consultant Costs. Each City shall share equally the costs incurred in retaining the consultant for the provision of annual inspection services for the "Johnson Pit" and "Redlands Aggregates" mining sites, based upon the location of the mining sites and a proportionate share of the work performed. Redlands shall not pay for any costs incurred prior to the executed date of the agreement. It is anticipated that each City will collect from the miners the entire cost borne for these services.

Section 4. Reports. Each City shall promptly receive copies of all reports prepared by the consultant with respect to the "Johnson Pit" and "Redlands Aggregates" mining sites.

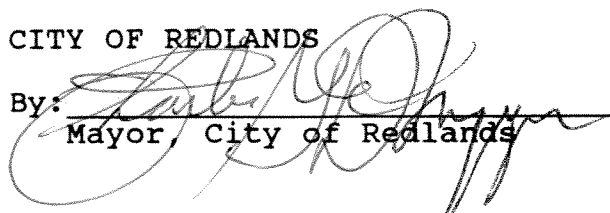
Section 5. Term. This Agreement shall commence on the date first written above and shall remain in effect for a period of one year unless terminated by either City as provided for herein.

Section 6. Termination. This Agreement may be terminated by either City upon ten (10) days prior written notice to the other. In the event this Agreement is terminated, each party shall be responsible for its share of the consultant's costs that are unpaid as of the date of such termination.

Section 7. Miscellaneous. This Agreement represents the entire agreement of the Cities with respect to the matters contained herein. This Agreement may be amended only by written agreement executed by the authorized representatives of the Cities.

EXECUTED this 18th day of May, 1993,
in San Bernardino County, California.

CITY OF REDLANDS

By: 

Mayor, City of Redlands

ATTEST:


Deputy City Clerk
City of Redlands

CITY OF HIGHLAND

By: 

Mayor, City of Highland

ATTEST:


City Clerk, City of Highland