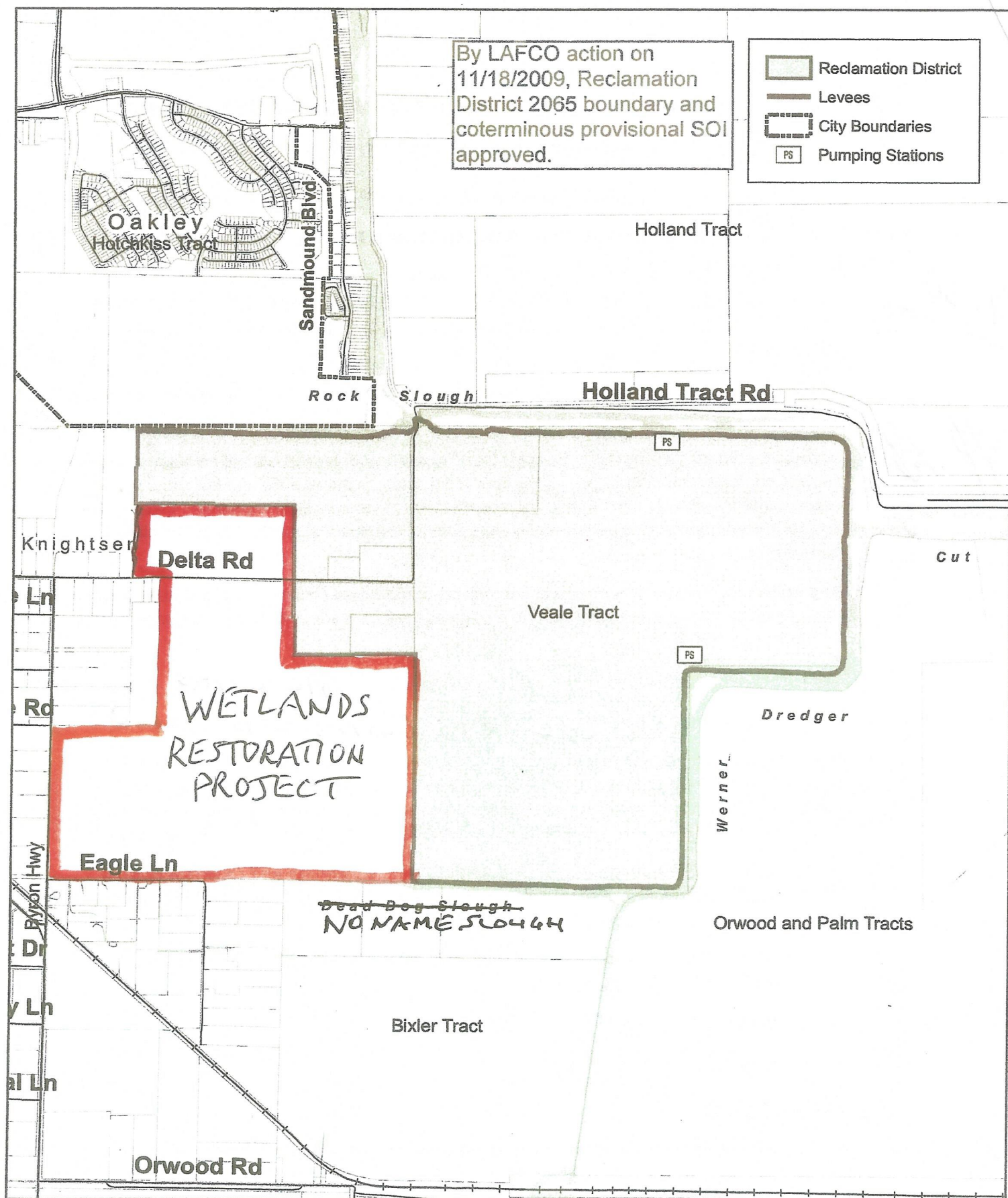


# RD 2065 Boundary and Coterminous Provisional SOI





## *KNIGHTSEN TOWN COMMUNITY SERVICES DISTRICT*

PO BOX 763, KNIGHTSEN, CALIFORNIA 94548

### BOARD MEMBERS

JAN BROWN  
JEFF MIDKIFF  
AL SIMAS  
LINDA WEEKES

### **MEMORANDUM OF UNDERSTANDING AND AGREEMENT FOR THE KNIGHTSEN EMERGENCY CONTINGENCY FLOOD PLAN**

The following constitutes the **understanding** and **agreement** between the **Knightsen Town Community Services District and Ron Nunn Farms** regarding the Emergency Contingency Flood Plan. To be certain this memorandum accurately reflects our **understanding** and **agreement** please review and sign indicating your **understanding** and **agreement**.

- A. This **agreement** will commence when a flooding condition exists in the Community of Knightsen endangering life, property and roads. This plan remains in effect until the emergency is over.
- B. During implementation of the Emergency Contingency Flood Plan, Ron Nunn Farms will discharge into No Name Slough.
- C.. The CSD will coordinate this plan and notify and work with other agencies that will be involved with the emergency, i.e. Contra Costa County, State of California and federal agencies as necessary.
- D. All reasonable expenses will be reimbursed.
- E. This **Memorandum of Understanding** and **Agreement** shall remain in effect until terminated by the parties involved.
- F. Either party can cancel this Agreement at any time for any reason



**Knightsen Memorandum of Understanding (MOU)  
Meeting Minutes  
January 30, 2017**

Attendees: Steve Ohmstede, Al Simas, Mike Carlson, Abby Fateman, Randy Sanders, Mitch Avalon.

1. MOU/Letter Agreement

At this stage of the project, during the planning stage of the Restoration Project, there is a need for a simple Letter Agreement to make sure the Restoration Project is designed to accommodate the subsequent Flood Protection Project. After the Restoration Project is designed and before it is built, a more formal MOU will be needed that will cover the operational elements of the property for flood management, and identify the roles of each party and their relationship to the property.

2. Next Step: Prepare Letter Agreement

- a. Letter Agreement (Abby will draft agreement)
  - i. Property will accept current storm flows.
  - ii. KCSD will pay for pump fuel costs when pumping flood waters.
    - 1. EBRPD and KCSD will coordinate management of current flood flows
  - iii. Property will design project to accommodate future increased flows at specific locations.
  - iv. KCSD will have engineer determine future increased flows and locations where those flows will enter the property.
  - v. KCSD will pay for design features that are flood-based and not restoration-based.

3. Parties to MOU

- a. HCP Conservancy
- b. KCSD
- c. EBRPD

4. Role of MOU members

- a. HCP: Maintain property except "flood basin".
- b. KCSD: Maintain "flood basin"

5. Purpose of MOU (to be drafted later)

- a. Ability for KCSD to drain current flows to property.
- b. Ability for KCSD to drain increased future flows and at specified locations to property.
- c. Rights of and delegation to successors in interest to KCSD.
- d. Acknowledge the water quality and pollutants inherent in flood waters flowing to property (water quality standards are currently met by County MRP/NPDES requirements).
- e. Mutual Hold Harmless.