

APPENDIX A
Trial Readiness Report and Proposed Judgment and Physical Solution,
Case No. 19STCP01176

SHAWN D. HAGERTY, Bar No. 182435
 shawn.hagerty@bbklaw.com
 BEST BEST & KRIEGER LLP
 655 West Broadway, 15th Floor
 San Diego, California 92101
 Telephone: (619) 525-1300
 Facsimile: (619) 233-6118

CHRISTOPHER MARK PISANO, Bar No. 192831
 christopher.pisano@bbklaw.com
 BEST BEST & KRIEGER LLP
 300 South Grand Avenue, 25th Floor
 Los Angeles, California 90071
 Telephone: (213) 617-8100
 Facsimile: (213) 617-7480

Attorneys for Defendant and Cross-Complainant
 CITY OF SAN BUENAVENTURA

EXEMPT FROM FILING FEES PURSUANT
 TO GOVERNMENT CODE SECTION 6103

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES

SANTA BARBARA CHANNELKEEPER, a
 California non-profit corporation,

Petitioner,

v.

STATE WATER RESOURCES CONTROL
 BOARD, et al,

Respondents.

CITY OF SAN BUENAVENTURA, et al.,

Cross-Complainant,

v.

DUNCAN ABBOTT, an individual, et al.,

Cross-Defendants.

Case No. 19STCP01176

Judge: Hon. William F. Highberger

**JOINT TRIAL READINESS
 CONFERENCE REPORT**

TRC Date: August 13, 2026

TRC Time: 9:00 a.m.

Dept.: 10

Action Filed: Sept. 19, 2014

Trial Date: October 19, 2026

Defendant and Cross-Complainant the City of San Buenaventura (Ventura) submits this Joint Trial Readiness Conference Report (Joint Report) in advance of the August 13, 2026 Trial Readiness Conference. In preparing this Joint Report, Ventura sought input from counsel for Cross-Defendants Casitas Municipal Water District (Casitas), the City of Ojai (Ojai), Ventura River Water District (VRWD), Meiners Oaks Water District¹ (MOWD), the Wood-Claeysens Foundation (WCF), Rancho Matilija Mutual Water Company (Rancho Matilija), County of Ventura (County), Ventura County Watershed Protection District (VCWPD) (the County and VCWPD are collectively referred to herein as the “County”), Aera Energy LLC (Aera), the Ojai Valley Inn (OVI), the Ojai Valley Land Conservancy (OVLC) and the East Ojai Group (EOG); Respondent and Intervener the State Water Resources Control Board (State Board) and Intervener the California Department of Fish and Wildlife (CDFW) (collectively “State Parties”); and Plaintiff and Petitioner Santa Barbara Channelkeeper (SBCK). Ventura also sought input from counsel Ryan Blatz, representing a large number of Cross-Defendants, and Adam Kear, co-counsel with Mr. Blatz for Cross-Defendant Senior Canyon Mutual Water Company (Senior Canyon). Ventura also met and conferred with Cross-Defendant Claude “Russ” Baggerly on the briefing schedule for the motion to strike proposed in this document.

I. UPDATE ON THE CONTINUED SETTLEMENT NEGOTIATIONS

The parties to this Joint Report have continued to engage in settlement negotiations since the July 15, 2026 Status Conference. However, the parties have had to adjust their negotiation schedule due to both planned summer vacations and unplanned personal issues. These vacations and personal issues prevented the parties from holding the in-person meetings that had been scheduled for July 29 and 30. Despite these scheduling challenges, the parties have continued to meaningfully engage in settlement negotiations as described below.

On July 16, the parties held their normal virtual settlement meeting. They did not hold their normal virtual settlement meeting on Monday July 20 but individual meetings with parties did occur during the week of July 20th. On Thursday July 23, Ventura and Casitas circulated a revised version of a Proposed Physical Solution to the negotiating parties. Also on July 23,

¹ A Cross-Defendant listed on the Court’s docket as “Meiners Oaks County Water District.”

1 Ventura circulated an updated version of the proposed exhibit to the Physical Solution that
2 outlines the contents of the Fish Habitat Enhancement Plan (FHEP). On the afternoon of July 23,
3 the parties held their normal virtual settlement meeting and had initial discussions regarding the
4 new version of the Proposed Physical Solution. These parties met again on Monday July 27 to
5 continue the discussions regarding the new version of the document.

6 On Wednesday, July 29, non-lawyer representatives of the State Parties, Casitas and
7 Ventura met virtually for a 2-hour session to negotiate key remaining issues. These parties held
8 this meeting as a substitute for their in-person meeting that had been scheduled for that day. On
9 Thursday, July 30, counsel for the negotiating parties held a virtual drafting session to work
10 through the text of the Proposed Physical Solution and make corrective or clarifying changes to
11 the document. This meeting ran from approximately 9 a.m. to 1 p.m. and then again from 2:30 to
12 approximately 4:30. Counsel met again virtually from 12:30 p.m. to 2:30 p.m. on Friday July 31
13 to continue this work. These virtual meetings took advantage of the time that had otherwise been
14 scheduled for the second day of the in-person meetings. The parties also held their regular
15 Monday session on August 3.

16 Through these negotiations and meetings, the parties continue to refine the Proposed
17 Judgment and Physical Solution and continue to narrow their specific disputed issues. While
18 progress has been made, certain parties wish to continue to negotiate issues such as the
19 sufficiency of funding for FHEP implementation, the contents of the FHEP, and membership on,
20 and manner of appointment to, certain technical committees under the Proposed Physical
21 Solution.

22 In accordance with the Court's order of July 15, 2026, Ventura and Casitas, supported by
23 other parties, will submit their Proposed Judgment and Physical Solution to the Court and all
24 parties on August 5, 2026. On August 12, 2026, by noon, parties may submit a summary of any
25 remaining issues of concern with the August 5 Proposed Judgment and Physical Solution
26 submitted, along with redlines of the document to address those concerns. The parties will then
27 appear at the Trial Readiness Conference on August 13, 2026 and will be prepared to discuss the
28 Proposed Judgment and Physical Solution and the submittals in order to help identify remaining

issues for resolution.

The parties do not view the August 5 submittal of the Proposed Judgment and Physical Solution, or the August 12 redlines, as the end of negotiations, and indeed, remain open to continued edits and settlement discussions during this process to further refine the document. Several parties have proposed another in-person settlement meeting and those proposals are being discussed and considered.

II. PROPOSED EXPERT DISCOVERY AND BRIEFING SCHEDULE

Counsel for the parties to this Joint Report have also met and conferred on several occasions to develop a reasonable trial preparation schedule for the October 19, 2026 (or soon thereafter) trial. Although the Court and the parties should have better clarity on the exact issues to be tried (if any) by the Trial Readiness Conference, counsel for the parties to this Joint Report have developed the proposed schedule set out below for the Court's consideration to address any remaining contested issues. This schedule also includes proposed dates for the briefing of the motion to strike filed by Cross-Defendant Claude "Russ" Baggerly, should that motion need to be heard. As noted, this briefing schedule for the motion to strike has been reviewed by Mr. Baggerly.

DATE	EVENT
Friday, August 28, 2026	Exchange of expert witness reports and all reliance materials
Wednesday, September 16, 2026	Exchange of rebuttal expert witness reports
Friday, October 2, 2026	Expert discovery cut-off
Tuesday, October 6, 2026	Motions in limine and trial briefs
Tuesday, October 6, 2026	Ventura opposition to motion to strike
Friday, October 9, 2026	Joint exhibit list and joint witness list
Monday, October 12, 2026 by 5 p.m	Oppositions to motions in limine
Monday, October 12, 2026	Cross-Defendant Baggerly's reply to Ventura opposition
Wednesday, October 14, 2026	Replies to motions in limine
Friday, October 16, 2026	Proposed Final Status Conference; hearing on motions in limine and motion to strike; and exchange of demonstrative exhibits
Monday, October 19, 2026 (trailing)	Trial

1 If the parties are able to reach a consensus on a Watershed-wide Judgment and Physical
2 Solution, some or all of this schedule may be unnecessary, and the October 19 trial may be more
3 in the form of a “prove up” trial and hearing of any remaining objections by other, non-
4 negotiating parties. If that is the case, the parties to this Joint Report would use the time in late
5 August and September to implement the public process that has previously been discussed with
6 the Court. This public process would include one “in-person” meeting in Ojai, one “in-person”
7 meeting in the Mainstem area of the Ventura River, one “virtual” meeting and other informational
8 efforts such as website postings and newspaper materials. The parties to this Joint Report should
9 know which path to follow by the time of the Trial Readiness Conference, or soon thereafter.

10 Several parties to this Joint Report have concerns that the expert discovery schedule
11 outlined above will effectively end settlement negotiations and force the case to trial, which might
12 not be necessary if continued negotiations could occur without also engaging in discovery. Other
13 parties believe that an aggressive schedule is forcing the parties to negotiate, and that negotiations
14 will continue as the parties also prepare for a potential trial. The parties wish to discuss these
15 issues with the Court at the Trial Readiness Conference.

16 **III. CONCLUSION**

17 The parties to this Joint Report will be prepared to discuss the issues (if any) to be tried in
18 October, and the process to prepare for trial, at the Trial Readiness Conference.

19
20 Dated: August 5, 2026

BEST BEST & KRIEGER LLP

21
22 By: 

23 SHAWN D. HAGERTY
24 CHRISTOPHER M. PISANO
25 Attorneys for Defendant and Cross-
26 Complainant
27 CITY OF SAN BUENAVENTURA
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SANTA BARBARA CHANNELKEEPER, a
California non-profit corporation,

Petitioner,

v.

STATE WATER RESOURCES CONTROL
BOARD, et al,

Respondents.

Case No. 19STCP01176

Judge: Hon. William F. Highberger

[PROPOSED] JUDGMENT AND
PHYSICAL SOLUTION¹

CITY OF SAN BUENAVENTURA, et al.,

Cross-Complainant,

v.

DUNCAN ABBOTT, an individual, et al.,

Cross-Defendants.

Action Filed: Sept. 19, 2014
Trial Date: July 1, 2026

¹ This Proposed Judgment and Physical Solution is submitted by the Casitas Municipal Water District, the City of San Buenaventura, the Meiners Oaks Water District, the Ventura River Water District, and the Wood-Claeyssens Foundation, in accordance with the Court's rulings on July 15, 2026.

TABLE OF CONTENTS

	Page
I. INTRODUCTION	5
II. DEFINITIONS AND EXHIBITS	6
A. Definitions.....	6
B. Exhibits	15
III. MANAGEMENT AREAS, MANAGEMENT ENTITIES AND PHASES.....	15
A. Management Areas and Management Entities.....	15
B. Powers, Manner of Operating and Review of Decisions of the Management Entities	17
1. Oversee Implementation of the Physical Solution	18
2. Open and Transparent Administration; State Parties' Designated Liaison Role	18
3. Maintain a Notice List.....	20
4. Maintain a Production Inventory	20
5. Maintain an Exempt Party List	21
6. New Production Review	21
7. Adoption of Administrative Budgets	22
8. Financing of Management Entity Activities	22
9. Contracts and Insurance	24
10. Monitoring	24
11. Approval and Implementation of FHEP	24
12. Adoption of Procedures, Policies and Forms	25
13. Biannual (Twice a Year) Coordination Meetings	25
14. Management Entity TACs	25
15. Watershed TAC.....	27
16. Annual Report	28
17. Coordination with the State Parties on Annual Report	29
18. Coordination with State Parties on Projects.....	29
19. Review of Actions of the Management Entities	30
a. Effective Date of Management Entity Decision	30
b. Time Period to Seek Review.....	30
c. Motion for Review	30
d. Standard of Review	31
e. Decision.....	31
20. Resolution of Disputes Between Management Entities	31
21. Court Removal of Management Entities.....	31
C. WCF Property Specific Management Area.....	31

TABLE OF CONTENTS

		Page
1		
2		
3	D. Upper Ojai Valley Basin Autonomy Provisions	32
4	E. Physical Solution Phasing	33
5	IV. IMMEDIATE MANAGEMENT ACTIONS	33
6	A. Mainstem Management Area	34
7	1. Foster Park Protocols	34
8	2. Foster Park Pipeline Relocation or Removal Project	37
9	3. Foster Park Fish Passage Notch Maintenance	37
10	4. Ventura's Right to Ojai Valley Sanitary District Treated Wastewater	38
11	5. Robles Diversion Flow Protocols	38
12	6. WCF Arundo Removal Program	39
13	7. Additional Management Actions to Seek to Increase Flow in the Mainstem Ventura River to Support <i>O. mykiss</i>	39
14	8. Other Self-Funded Projects	42
15	B. San Antonio Creek Management Area	42
16	1. Boulder Augmentation Pilot Project	42
17	2. Low Flow Survey and Coordination with CDFW	43
18	3. San Antonio Creek Voluntary Flow Augmentation Efforts and Pilot Project(s)	43
19	4. Other Self-Funded Projects	44
20	C. Watershed-Wide Management Actions	44
21	1. Arundo Removal Program	45
22	2. Non-Native Fish Management	46
23	3. Stranded Fish Rescue Plans and Procedures	47
24	4. Fishing Prohibition Signage and Population Protection Proposals	47
25	5. Human Encampments and Other Similar Anthropogenic Impacts	47
26	6. Conservation Efforts	48
27	7. Barrier Assessment & Future Remediation	49
28	8. Matilija Dam Ecosystem Restoration Project	50
	9. Optional Development of Flow Analysis by the State Parties and Annual Assessment by the Management Entities	50
	V. FISH HABITAT ENHANCEMENT PLAN	51
	A. Purpose and Need for the FHEP	51
	B. Contents of the FHEP	52
	C. FHEP Preparation	52
	D. Schedule for Completion of the draft FHEP	52

TABLE OF CONTENTS

Page

E.	Management Entity Consideration and Action on the FHEP	52
F.	Implementation of the FHEP	53
G.	Updates and Amendments to the FHEP	54
VI.	GENERAL PROVISIONS	54
A.	Continuing Jurisdiction	54
B.	Dispute Resolution Process.....	54
C.	Uncontrollable Conditions Process	55
D.	Actions Subject to and Not Subject to Funding Availability	57
E.	Actions Subject to and Not Subject to CEQA	58
F.	Designation for Notice and Service	58
G.	Transfer of Real Property	59
H.	Service of Documents	59
I.	No Abandonment of Rights; Reservation of Rights	59
J.	Default Judgment	60
K.	Intervention after Entry of Physical Solution.....	60
L.	Physical Solution Binding on Successors	61
M.	Costs and Fees.....	61
N.	Heading and Section References.....	61
O.	No ThirdParty Beneficiaries	61
P.	Severability	61
Q.	Cooperation and Further Acts	61
R.	Limited Exception for Certain Oil and Gas Wells	61
S.	Compliance with Physical Solution	62
T.	Exhibits and Other Writings	62
U.	No Limitation on Statutory Authority.....	62

1 **I. INTRODUCTION**

2 The Court enters and imposes this **Judgment and Physical Solution** (“**Physical**
3 **Solution**”)² in this **Action** regarding the **Ventura River Watershed** (“**Watershed**”)³. This
4 Physical Solution establishes a comprehensive management structure, requires the
5 implementation of specific **Immediate Management Actions** and requires the preparation of a
6 **Fish Habitat Enhancement Plan** (“**FHEP**”) to maintain and enhance suitable habitat for, and
7 thereby to help support the recovery of, the **Ventura River Steelhead Population**, without the
8 need to determine **Water** rights or adjudicate whether to limit Water **Production** in the
9 Watershed. The Court has determined that this Physical Solution provides for the reasonable and
10 beneficial use of the Water in the Watershed and avoids substantial injury, material expense, and
11 waste of scarce Water resources in furtherance of Article X, section 2 of the California
12 Constitution, and consistent with Code of Civil Procedure sections 830-852, as applicable, and
13 California Water law and policy. The Court retains continuing jurisdiction to enforce this
14 Physical Solution and to address future disputes.

15 The Court has concurrently issued a comprehensive **Statement of Decision** that sets forth
16 the findings of fact and conclusions of law supporting the entry and imposition of this Physical
17 Solution. The Court incorporates the Statement of Decision by this reference. Because this
18 Physical Solution will control how the Watershed is managed for the foreseeable future, this
19 Physical Solution focuses on setting forth the specific obligations of the **Bound Parties** to
20 implement this Physical Solution. It first defines key terms used throughout the document. It
21 next describes the two **Management Areas** in the Watershed and the powers of the two
22 **Management Entities** who will assist the Court in implementing this Physical Solution. This
23 Physical Solution sets forth specific Immediate Management Actions which certain **Responsible**
24 **Parties** shall implement while the FHEP is prepared, approved and then implemented. It also
25 establishes requirements for the FHEP, an initial **Monitoring Program**, and how this Physical
26 Solution will be funded. It ends with general provisions, including, without limitation, a dispute

27 _____
28 ² Defined terms are bolded when first used. Definitions are found in Section II of this Physical Solution.

³ The Watershed is generally depicted in Exhibit “A” to this Physical Solution.

1 resolution process and a description of the Court’s retained jurisdiction to oversee implementation
2 of this Physical Solution.

3 **II. DEFINITIONS AND EXHIBITS**

4 **A. Definitions**

5 The following definitions shall govern the construction of this Physical Solution. Other
6 terms are defined within the body of the document.

- 7 1. **Action.** Los Angeles Superior Court Case No. 19STCP01176, *Santa Barbara*
8 *Channelkeeper v. State Water Resources Control Board, et al. (original*
9 *complaint); City of San Buenaventura v. Duncan Abbott et al. (cross-complaint).*
- 10 2. **AFY.** Acre feet per year.
- 11 3. **Arundo.** *Arundo donax*.
- 12 4. **Arundo Removal Program.** The comprehensive program established in this
13 Physical Solution to remove Arundo from a target amount of approximately 130
14 acres of land in the Watershed in three phases. This target amount does not
15 include approximately 95 acres of Arundo located on the Wood-Claeysens
16 Foundation Property that will be managed by that entity as provided in this
17 Physical Solution.
- 18 5. **Basins.** The four **Groundwater Basins** located in whole or in part in the
19 Watershed, as defined by the Court’s Order Establishing Watershed and Basin
20 Boundaries dated January 13, 2022 attached to this Physical Solution as Exhibit
21 “B”. These four Groundwater Basins are the **Upper Ojai Valley Basin**, the **Ojai**
22 **Valley Basin**, the **Upper Ventura River Basin** and the **Lower Ventura River**
23 **Basin**.
- 24 6. **Bound Parties.** All **Parties** and property bound by this Physical Solution and
25 their successors. Bound Parties include, but are not limited to, all Persons in the
26 Watershed who were served with a summons and all owners of property overlying
27 the Basins, the **State Water Resources Control Board (“State Board”)**, the
28 **California Department of Fish and Wildlife (“CDFW”), Santa Barbara**

Channelkeeper (“**SBCK**”) and any other **Person** joining this Action.

7. **Casitas MWD.** The Casitas Municipal Water District.

8. **CDFW.** The California Department of Fish and Wildlife.

9. **cfs.** Cubic feet per second.

10. **Day or Days.** A calendar day or calendar days unless a business day is otherwise specified in the Physical Solution. In computing any period of time for a deadline under this Physical Solution, where the last day would fall on a Saturday, Sunday, or state or federal holiday, the period runs until the close of business on the next business day.

11. **DWR.** The California Department of Water Resources.

12. **Exempt Parties.** Parties that **Produce** less than five (5) AFY of **Water** from the Watershed, as more fully defined in the Court’s Interim Order Confirming An Exempt Cross-Defendant Class dated October 7, 2022 attached to this Physical Solution as Exhibit “C”. The Court retains continuing jurisdiction over the Exempt Parties, consistent with its October 7, 2022 Order and Code of Civil Procedure section 833(d)(2). Except as expressly exempted in the Court’s Interim Order, Exempt Parties remain Bound Parties subject to the obligations of this Physical Solution. In addition, Exempt Parties shall comply with all requirements under the **Sustainable Groundwater Management Act (“SGMA”)**, the orders or directives of the **GSAs** under SGMA, other applicable SGMA reporting requirements, or other applicable requirements outside of this Physical Solution.

13. **Fish Habitat Enhancement Plan or FHEP.** The plan to be developed, adopted, and implemented as provided in this Physical Solution in furtherance of the **Management Objective**. Initially, the FHEP shall address conditions in the Watershed between entry of this Physical Solution and the completion of **Matilija Dam** removal. The FHEP shall be reviewed annually and updated as needed. The scope and contents of the FHEP shall be reassessed to address conditions existing after Matilija Dam removal.

14. **Groundwater.** Water beneath the surface of the earth within the zone below the water table, in which the soil is completely saturated with water, but not including water that flows in known and definite channels, as the term is defined in Code of Civil Procedure section 832(g) and Water Code section 10721(g).
15. **Groundwater Basin.** A basin or subbasin identified in DWR’s Bulletin 118. The four Groundwater Basins at issue in this Action are the Basins as defined by the Court’s Order Establishing Watershed and Basin Boundaries dated January 13, 2022.
16. **Groundwater Sustainability Agency or GSA.** An entity or entities that implement the provisions of SGMA as defined in Water Code section 10721(j). This Physical Solution is designed to work in concert with and support the implementation of SGMA. Nothing in this Physical Solution intrudes upon or changes the powers and duties of a GSA under SGMA, nor changes the process that shall be followed to review decisions made by a GSA under SGMA.
17. **Groundwater Sustainability Plan or GSP.** A plan developed by a GSA to manage a Groundwater Basin in accordance with SGMA, as defined in Water Code section 10721(k).
18. **Immediate Management Actions.** The **Management Actions** that certain Responsible Parties will implement starting in Phase 1 of this Physical Solution. These Immediate Management Actions may be reconsidered, revised and/or replaced as necessary based on the FHEP.
19. **Lower Ventura Basin.** The Groundwater Basin designated as Number 4-003.02 in DWR’s Bulletin 118 and described therein as the Ventura River Valley-Lower Ventura River Subbasin. The boundaries of the Lower Ventura Basin are those established by the Court’s Order Establishing Watershed and Basin Boundaries dated January 13, 2022.
20. **Mainstem.** That portion of the Ventura River extending from the Pacific Ocean to the confluence of North Fork and Matilija Creeks, excluding the **San Antonio**

Creek Management Area.

21. **Mainstem Management Area** or **Mainstem MA**. The portion of the Watershed outside of the San Antonio Creek Management Area, as depicted in Exhibit “A” to this Physical Solution. In general, the Mainstem MA includes the Mainstem and its tributaries (excluding San Antonio Creek) below Matilija Dam and surrounding lands that drain to them. The **WCF Property Specific Management Area** is expressly excluded from the Mainstem MA.
22. **Management Actions**. Specific activities to be implemented by Responsible Parties (or **Management Entities**, at their discretion) that collectively are designed to achieve the Management Objective.
23. **Management Areas** or **MAs**. The Mainstem Management Area and the San Antonio Creek Management Area, which are the two main distinct but interrelated portions of the Watershed. The Mainstem Management Area does not include the unique WCF Property Specific Management Area, and the WCF Property Specific Management Area is not a Management Area as defined herein and as used in this Physical Solution. The Management Areas are depicted in Exhibit “A” to this Physical Solution.
24. **Mainstem Management Entity**. The **Upper Ventura River Groundwater Agency (“UVRGA”)** or its Court appointed successor.
25. **Management Entities** or **MEs**. The entities appointed by the Court to implement the Physical Solution in the Management Areas as “arms of the Court” within the Watershed. The MEs shall implement their powers in a neutral fashion, and the Court expressly retains the power to remove and replace an ME for good cause shown. As used herein, the term Management Entities does not include the unique WCF Property Specific Management Entity.
26. **Management Objective**. To maintain and improve suitable habitat for the Ventura River Steelhead Population to help support species recovery, while protecting existing reasonable and beneficial human uses of Water and water rights

in the Watershed.

27. **Matilija Dam.** An obsolete concrete arch dam in the upper portion of the Watershed that impounds the waters of Matilija Creek.
28. **Matilija Dam Ecosystem Restoration Project** or **MDERP.** A multi-million-dollar public-private partnership to remove the obsolete Matilija Dam and provide increased flood protection and ecosystem improvements to the Watershed.
29. **Monitoring Program.** The program, as may be amended, contained in Exhibit “D” to this Physical Solution.
30. **New Production.** Any **Production** from the Watershed by a Person who did not **Produce** Water from the Watershed prior to entry of the Physical Solution. New Production does not include replacement Groundwater or **Surface Water** Production facilities.
31. **Non-Exempt Party.** A Bound Party who does not qualify as an Exempt Party and who Produces Water in the Watershed.
32. **Non-Producer(s).** A Person who owns real property within the Watershed who is not presently Producing Water and did not do so any time during the five years preceding entry of the Physical Solution, and who may claim the right to Produce Water from the Watershed.
33. **Notice of Dispute.** The notice a Bound Party must send to another Bound Party or a Management Entity to initiate the informal dispute resolution process required under this Physical Solution.
34. **Ojai Valley Basin Groundwater Management Agency** or **OBGMA.** The GSA for the Ojai Valley Basin and the entity that administers the **Ojai Valley Groundwater Basin Groundwater Sustainability Plan.**
35. **Ojai Valley Basin.** The Groundwater Basin designated as Number 4-002 in DWR’s Bulletin 118 and described therein as the Ojai Valley Groundwater Basin. The boundaries of the Ojai Valley Basin are those established by the Court’s Order Establishing Watershed and Basin Boundaries dated January 13, 2022.

- 1 36. **Ojai Valley Groundwater Basin Groundwater Sustainability Plan** or **Ojai**
2 **Valley GSP.** The GSP for the Ojai Valley Basin, adopted by OBGMA, and
3 approved by DWR with recommended corrective actions on or about October 26,
4 2023. This Physical Solution incorporates the description of the Ojai Valley Basin
5 as set forth in the Ojai Valley GSP, as it may be amended from time to time.
- 6 37. **Party** or **Parties.** The parties to this Action and their successors. This may be a
7 subset of Bound Parties depending on context and intent.
- 8 38. **Person.** Any natural person, firm, association, organization, joint venture,
9 partnership, business, trust, corporation or public entity.
- 10 39. **Physical Solution.** This Judgment and Physical Solution entered and imposed by
11 the Court in this Action.
- 12 40. **Produce** or **Production.** To pump, extract, or divert Surface Water or
13 Groundwater.
- 14 41. **Producer(s).** A Person who Produces Water.
- 15 42. **Production Inventories.** The inventories of Production that may be developed
16 and maintained by the two Management Entities in accordance with this Physical
17 Solution for their respective Management Areas.
- 18 43. **Production Report.** An annual report that a Non-Exempt Party may be required
19 to submit to their Management Entity providing information on the Non-Exempt
20 Party's Production.
- 21 44. **Responsible Party(ies).** The Bound Party or Bound Parties who have agreed to
22 take or are required to take specific actions under this Physical Solution, including
23 the Party or Parties who must implement each Immediate Management Action.
- 24 45. **San Antonio Creek Management Area** or **SAC MA.** The geographic area of the
25 Watershed in which Water drains to San Antonio Creek, as depicted in Exhibit
26 "A" to this Physical Solution. The SAC MA generally commences upstream of
27 the confluence of San Antonio Creek and the Ventura River and extends into the
28 Ojai Valley Basin and portions of the Upper Ojai Valley Basin. It generally aligns

with the San Antonio Creek Sub-Watershed as identified in USGS HU-12 (180701010103).

46. **San Antonio Creek Management Entity** or **SAC ME**. Casitas MWD or its Court appointed successor.
47. **SBCK**. Santa Barbara Channelkeeper.
48. **Southern California Steelhead** or **Steelhead**. The Southern California distinct population segment of the steelhead/rainbow trout species (*Oncorhynchus mykiss* or *O. mykiss*) that has been listed as endangered under the Federal Endangered Species Act (anadromous) and the California Endangered Species Act (anadromous and resident) for its life history forms.
49. **Specific Funding Source**. A funding source that is not part of the Management Entities' annual budgets, generally anticipated to consist of voluntary funding by Responsible Parties, grant funding or other independent funding sources.
50. **State Board**. The State Water Resources Control Board.
51. **State Parties**. The State Board and CDFW.
52. **State Parties' Designated Liaison**. The person jointly designated in writing by the State Parties to attend and provide comments at the meetings of the Management Entities to promote communication and collaboration, as provided in Section III.B.2 of this Physical Solution. The State Parties may designate a different person to attend the meetings of the different Management Entities.
53. **Statement of Decision**. The Statement of Decision issued by the Court in connection with the entry and imposition of this Physical Solution.
54. **Surface Water**. All Water open to the atmosphere and subject to surface water runoff, including, but not limited to, a stream, lake or other water body, and water in subterranean streams flowing through known and definite channels, consistent with Water Code section 1200.
55. **Sustainable Groundwater Management Act** or **SGMA**. Part 2.74 of the Water Code, commencing at Section 10720, setting forth requirements for the sustainable

management of Groundwater Basins in the State of California.

56. **Uncontrollable Conditions.** Any unforeseeable circumstance arising from causes beyond the control of the Bound Party or the Management Entities, which delays or prevents the performance of any obligation under this Physical Solution, despite the Bound Party's or the Management Entities' best efforts to fulfill the obligation, which includes both taking steps to anticipate and avoid the circumstance and also taking steps to minimize the adverse impacts of the circumstance. "Uncontrollable Conditions" may include, without limitation, any act of God, war, fire, earthquake, flood, windstorm, or natural catastrophe, including wildfire and extreme, multi-year drought in the Watershed; criminal acts; civil disturbance, pandemic, vandalism, sabotage, or terrorism; restraint by court order or public authority or agency; or action or non-action by, or inability to obtain the necessary permits, authorizations or approvals from any governmental agency despite good faith and diligent efforts to secure such authorization or approval.

57. **Upper Ojai Valley Basin.** The Groundwater Basin designated as Number 4-001 in DWR's Bulletin 118 and described therein as the Upper Ojai Valley Groundwater Basin. The boundaries of the Upper Ojai Valley Basin are established by the Court's Order Establishing Watershed and Basin Boundaries dated January 13, 2022.

58. **Upper Ojai Valley Basin Autonomy Provisions.** The provisions under which Parties in the Upper Ojai Basin may self-manage their Production and Management Actions, subject to oversight by the San Antonio Creek Management Entity.

59. **Upper Ventura Basin.** The Groundwater Basin designated as Number 4-003.01 in DWR's Bulletin 118 and described therein as the Upper Ventura River Valley—Upper Ventura River Subbasin. The boundaries of the Upper Ventura Basin are those established by the Court in its Order Establishing Watershed and Basin Boundaries dated January 13, 2022.

- 1 60. **Upper Ventura River Groundwater Agency or UVRGA.** The joint powers
2 agency formed in December of 2016 to serve as the GSA for the Upper Ventura
3 Basin.
- 4 61. **Upper Ventura River Groundwater Sustainability Plan or UVR GSP.** The
5 GSP for the Upper Ventura Basin adopted by UVRGA and approved by the DWR,
6 with recommended corrective actions, on or about April 27, 2023. This Physical
7 Solution incorporates the description of the Upper Ventura Basin as set forth in the
8 UVR GSP, as it may be amended from time to time.
- 9 62. **Ventura.** The City of San Buenaventura.
- 10 63. **Ventura River Steelhead Population.** The population of Southern California
11 Steelhead that occupies the Ventura River Watershed. Unless context indicates
12 otherwise, references in this Physical Solution to Steelhead or *O. mykiss* are
13 intended to be limited to the Ventura River Steelhead Population.
- 14 64. **Ventura River Watershed or Watershed.** The geographic area that drains to the
15 Ventura River, and as defined by the Court in its Order Establishing Watershed
16 and Basin Boundaries dated January 13, 2022. In its Order, the Court established
17 the Watershed boundaries using the USGS HU-10 watershed. The USGS HU-10
18 watershed includes the following USGS HU-12 sub-watersheds: Matilija Creek,
19 North Fork Matilija Creek, San Antonio Creek, Upper Ventura River, Coyote
20 Creek and Lower Ventura River (including Canada Larga). This Physical Solution
21 incorporates the general descriptions of the Watershed as contained in the Ojai
22 Valley GSP and the UVR GSP.
- 23 65. **Water.** Unless the context indicates otherwise, both Groundwater and Surface
24 Water.
- 25 66. **WCF Property Specific Management Area or WCF Management Area.** The
26 property under the ownership and management of the **Wood-Claeysens**
27 **Foundation (“WCF”)** as set forth in the Physical Solution.
- 28 67. **WCF Property Specific Management Entity or WCF Management Entity.**

WCF, as appointed in and subject to this Physical Solution. The WCF Management Entity has a unique role to manage the WCF Management Area and is not subject to the provisions of this Physical Solution applicable to the Management Entities.

B. Exhibits

Exhibit A – Map of Watershed and Management Areas

Exhibit B – Order Establishing Watershed and Basin Boundaries

Exhibit C – Interim Order Confirming an Exempt Cross-Defendant Class

Exhibit D – Monitoring Program

Exhibit D1 – Mainstem Monitoring Plan

Exhibit D2 – San Antonio Creek Monitoring Plan

Exhibit E – SAC ME Initial Budget

Exhibit F – Mainstem ME Initial Budget

Exhibit G – Mainstem ME Funding Plan

Exhibit H – Summary of Robles Diversion and Fish Passage Facility Protocols

Exhibit I – Steelhead Habitat Needs

Exhibit J – Contents of FHEP

III. MANAGEMENT AREAS, MANAGEMENT ENTITIES AND PHASES

This Physical Solution shall be implemented in a comprehensive manner to achieve the Management Objective through the appointment of two Management Entities to manage two separate but integrated Management Areas. This Physical Solution also appoints WCF to manage the unique WCF Property Specific Management Area. This Physical Solution shall be implemented in three defined phases. This Section of the Physical Solution describes the Management Areas, the powers of the Management Entities and the Court's oversight of the Management Entities, and the three implementation phases of this Physical Solution.

A. Management Areas and Management Entities

The Watershed is an integrated system that must be managed in a comprehensive manner. At the same time, different portions of the Watershed serve different functions and have unique

1 characteristics. Therefore, this Physical Solution divides the Watershed into two separate but
2 integrated Management Areas—the San Antonio Creek Management Area and the Mainstem
3 Management Area.

4 The Mainstem MA includes, in general, the Mainstem of the Ventura River from the
5 Pacific Ocean to Matilija Dam, and surrounding land, as depicted in Exhibit “A” to this Physical
6 Solution. The WCF Property Specific Management Area is expressly excluded from the
7 Mainstem MA. The Mainstem MA includes the Upper and Lower Ventura River Basins, as
8 depicted in Exhibit “A”. The Mainstem MA will be most directly impacted by the sediment
9 loading and other changes that will follow Matilija Dam removal. The UVRGA shall serve as the
10 Management Entity for the Mainstem MA. While serving as the Management Entity for the
11 Mainstem MA, UVRGA shall maintain its independent responsibilities under SGMA to
12 exclusively manage Groundwater in the Upper Ventura Basin, including but not limited to
13 managing interconnected Surface Water in the Upper Ventura Basin, in accordance with SGMA
14 and the UVR GSP. As Management Entity, UVRGA shall implement this Physical Solution in a
15 manner that supports and is not inconsistent with its management efforts under the UVR GSP and
16 shall ensure that its management efforts under the UVR GSP support, as appropriate,
17 implementation of this Physical Solution.

18 The San Antonio Creek Management Area covers the geographic area of the Watershed in
19 which Water drains to San Antonio Creek, above the confluence with the Ventura River, as
20 depicted in Exhibit “A” to this Physical Solution. The SAC MA includes the Upper Ojai Valley
21 and Ojai Valley Basins (other than a portion of the Upper Ojai Valley Basin which drains to a
22 different watershed). The SAC MA also includes two areas that overlap with the Upper Ventura
23 Basin, as depicted in Exhibit “A”. Casitas MWD shall serve as the Management Entity for the
24 SAC MA; provided, however, that OBGMA shall maintain its independent responsibilities under
25 SGMA to manage the Ojai Valley Basin in accordance with the Ojai Valley Basin GSP. As
26 Management Entity, Casitas MWD shall coordinate with OBGMA so that implementation of this
27 Physical Solution supports and is not inconsistent with the Groundwater management efforts of
28 OBGMA and so that the Groundwater management efforts of OBGMA support, as appropriate,

1 implementation of this Physical Solution. In addition, UVRGA shall maintain its independent
2 responsibilities under SGMA to manage the Upper Ventura Basin (including the two portions
3 within the SAC MA) in accordance with the UVR GSP. As Management Entity, Casitas MWD
4 shall coordinate with UVRGA so that implementation of this Physical Solution supports and is
5 not inconsistent with the Groundwater management efforts of UVRGA and so that the
6 Groundwater management efforts of UVRGA support, as appropriate, implementation of this
7 Physical Solution.

8 The powers, manner of operating and process for the review of decisions of these two
9 Management Entities are set forth below.

10 **B. Powers, Manner of Operating and Review of Decisions of the Management**
11 **Entities**

12 The Court appoints UVRGA and Casitas MWD to serve as “arms of the Court” to manage
13 the Mainstem MA and the SAC MA, respectively. The powers of the Management Entities as set
14 forth in this Physical Solution derive from this Court’s inherent authority to impose this Physical
15 Solution on Bound Parties and to appoint entities to assist the Court in implementing this Physical
16 Solution in accordance with existing law. Nothing in this Physical Solution limits or removes
17 other powers that UVRGA or Casitas MWD possess through their organic law, SGMA or other
18 applicable law. Nothing in this Physical Solution changes the Bound Parties’ ability to challenge,
19 a court’s power to review, or the standard of review, applicable to, actions taken by UVRGA or
20 Casitas MWD under these other sources of law. The Court’s review of actions taken by the
21 Management Entities under this Physical Solution shall be under the standards set forth in this
22 document. As appointed “arms of the Court”, the Court expressly retains the right to remove a
23 Management Entity and appoint a new Management Entity after a noticed hearing and upon good
24 cause shown.

25 The Management Entities shall have the powers set forth below within their respective
26 Management Areas. The Management Entities shall implement these powers in an impartial
27 manner without favor or prejudice to any Bound Party and shall act in a manner consistent with
28 the terms of this Physical Solution to achieve the Management Objective of this Physical

1 Solution. When acting in their Management Entity roles, as opposed to when acting under their
2 other organic laws, the Management Entities shall affirmatively implement this Physical Solution.
3 The Management Entities shall also operate in an open and transparent manner, and their
4 decisions are subject to Court review, as described below.

5 1. Oversee Implementation of the Physical Solution

6 The Management Entities shall administer this Physical Solution to assure its timely and
7 effective implementation and shall ensure that Responsible Parties perform their obligations
8 imposed in this Physical Solution. The Management Entities shall have the power to monitor
9 performance of the obligations imposed in this Physical Solution to resolve, if feasible, any
10 failures to perform these obligations, and to report all resolved or unresolved failures to perform
11 to the Court for final action. The Management Entities shall use their powers within their
12 respective Management Areas but shall also collaborate, as provided in this Physical Solution, to
13 collectively manage the Watershed in a comprehensive manner. These powers include, but are
14 not limited to, the power to file such motions or take such similar actions with this Court as are
15 necessary to allow the Court to enjoin any conduct prohibited by this Physical Solution.

16 2. Open and Transparent Administration; State Parties' Designated Liaison
17 Role

18 The Management Entities shall operate in an open and transparent manner that follows the
19 requirements of the **Ralph M. Brown Act** (Government Code sections 54950 et seq. ("**Brown**
20 **Act**")), except as otherwise provided herein. Although the Management Entities may convene
21 closed sessions consistent with the Brown Act, all decisions of the Management Entities'
22 governing bodies regarding implementation of this Physical Solution shall be made at an open
23 and public meeting, with a written agenda and advance public notice. For regular and special
24 meetings of the Management Entities, notice of the public meeting and agenda shall follow the
25 Brown Act requirements. The Management Entities shall hold at least four regular meetings each
26 year, with at least one regular meeting occurring during each quarter of the year. All final
27 reportable decisions of the Management Entities' governing bodies shall be in writing.

28 Although the Management Entities shall operate in an open and transparent manner that

1 follows the requirements of the Brown Act, they are not “legislative bodies” under the Brown Act
2 because they are appointed by and serve at the pleasure of the Court. Therefore, decisions of the
3 Management Entities may not be challenged by Persons who are not Bound Parties to this
4 Physical Solution. However, Bound Parties may challenge, by noticed motion, the decisions of
5 the Management Entities, including the failure to conduct their business in an open and
6 transparent manner, as required by this paragraph; provided, however, that the Bound Party
7 seeking to challenge a decision shall first provide written notice to the Management Entity of the
8 alleged violation and the Management Entity shall have forty-five (45) days to cure the violation.

9 Each Management Entity shall establish a **State Parties’ Designated Liaison** role for
10 their meetings to promote participation by a designated representative of the State Parties at each
11 of the open session portions of their regular and special meetings. The State Parties’ Designated
12 Liaison for each Management Entity shall have the ability to reasonably provide input on each of
13 the items on the Management Entity’s public session agenda, without being limited to the
14 otherwise applicable time limits for public comment. Participation by and comments from the
15 Designated Liaison should be reflected in the meeting minutes. Because the Designated Liaison
16 position is intended to promote direct communication and collaboration, the Designated Liaison
17 should attend the meetings of the Management Entity in-person. At least twice a year, the
18 Designated Liaison shall provide the Management Entity with an oral or written report on
19 relevant activities of the State Parties in the Watershed, including, but not limited to, funding
20 opportunities and non-privileged enforcement activities taken by the State Parties in the
21 Watershed.

22 The Management Entities shall establish and maintain a public website or page on an
23 existing website regarding the implementation of this Physical Solution. The public website or
24 page should include agendas for the Management Entities’ meetings, as well as other reports and
25 documents required under this Physical Solution.

26 The State Parties shall jointly designate the Designated Liaison. The State Parties may
27 designate a different person as the Designated Liaison for the different Management Entities.
28 Prior to the first meeting of the Management Entities, the State Parties shall jointly designate in a

1 writing provided to the Management Entity the State Parties' Designated Liaison for each
2 Management Entity. The Designated Liaison should have appropriate technical expertise to assist
3 the Management Entity in implementing this Physical Solution. The State Parties may change the
4 Designated Liaison for each Management Entity from time-to-time with reasonable written notice
5 to the Management Entity, although the goal is to promote consistency through maintaining the
6 same person in the Designated Liaison role for each Management Entity, as feasible.

7 3. Maintain a Notice List

8 The Management Entities shall maintain a current list of Bound Parties located within
9 their respective Management Areas, including sufficient contact information such as mailing
10 addresses, email addresses or phone numbers sufficient to allow for notice as required by this
11 Physical Solution. Each Bound Party is required to provide the Management Entity with its
12 current contract information including an email address for noticing purposes. Any Person may
13 be added to the notice list by electronic written request. Whenever any parcel of property that is
14 subject to this Physical Solution is transferred, the grantor of the property shall notify the grantee
15 of the existence of this Physical Solution, and the grantee shall provide the applicable
16 Management Entity with its current contact information.

17 The Management Entities shall use their respective lists of email addresses of the Bound
18 Parties within their respective Management Areas to provide notice under this Physical Solution,
19 unless this Physical Solution expressly provides for a different form of notice. Whenever this
20 Physical Solution requires the Management Entities to provide "notice", notice through their
21 email lists is sufficient unless this Physical Solution expressly provides for a different form of
22 notice. Publication in a newspaper is not required, even when this Physical Solution calls for a
23 "public hearing".

24 4. Maintain a Production Inventory

25 The Management Entities shall develop and maintain a Production Inventory documenting
26 total Production of Water within their respective Management Areas, as each Management Entity
27 may determine is necessary to achieve the Management Objective within their Management
28 Areas. This Production Inventory could cover the entire Management Area or the parts of the

1 Management Area where the Management Entity determines maintaining a Production Inventory
2 is necessary to achieve the Management Objective. The Management Entities shall review any
3 Production Inventory annually as part of the Annual Report and amend the Production Inventory
4 as they determine necessary to achieve the Management Objective.

5 The Management Entities may use any existing legally required Production Reports as the
6 starting point for the development and maintenance of the Production Inventory. The County of
7 Ventura will reasonably coordinate with the Management Entities upon request regarding current
8 records of Groundwater Production (Annual Water Well Usage Statements) for wells located
9 outside the GSA boundaries. If the Management Entity identifies Production by any Bound
10 Party, other than an Exempt Party, that does not currently file any Production Report, the
11 Management Entity shall have the power to require that Bound Party to file a Production Report
12 in a format required by the Management Entity. While not required, the Management Entities
13 shall have the power to require metering or measurement requirements if necessary for the
14 development and maintenance of the Production Inventory.

15 5. Maintain an Exempt Party List

16 The Management Entities shall develop and maintain a list of Exempt Parties within their
17 respective Management Areas. The Management Entities shall develop forms and procedures for
18 Exempt Parties to certify their Exempt Party status, under penalty of perjury. Exempt Parties
19 shall certify their exempt status within eighteen (18) months after entry of this Physical Solution,
20 and report any changes in their Water Production that would render them a Non-Exempt Party in
21 subsequent years. The Management Entities' procedures regarding Exempt Parties shall conform
22 with the Court's Interim Order Confirming an Exempt Cross-Defendant Class dated October 7,
23 2022.

24 6. New Production Review

25 The Management Entities shall review and comment on all New Production within their
26 Management Area for consistency with this Physical Solution. Any Bound Party seeking to
27 commence New Production shall notify the applicable Management Entity in writing and the
28 Management Entity shall have one hundred and twenty (120) days from the receipt of such notice

1 to perform this review and comment. The Management Entities shall assess whether the New
2 Production would materially interfere with implementation of this Physical Solution and may
3 make recommendations to the Party and any associated permitting agency regarding the New
4 Production, consistent with implementation of this Physical Solution. The Management Entities
5 may also notify the Court of any New Production that is found to materially interfere with the
6 implementation of the Physical Solution and request Court consideration and appropriate action
7 regarding the New Production.

8 7. Adoption of Administrative Budgets

9 The Management Entities shall each prepare proposed administrative budgets for each
10 year covering each of their Management Entity operations. The Management Entities shall
11 provide at least thirty (30) days public notice of a public hearing to consider adoption of the
12 budget, including notice pursuant to the Notice List to all Bound Parties within their applicable
13 Management Areas. The annual administrative budgets of the Management Entities shall be
14 separate from any other budget(s) they maintain, although they can be adopted concurrently with
15 such other budget(s). The annual administrative budgets shall include: (a) all the administrative
16 and coordination activities required by this Physical Solution; (b) all the monitoring activities
17 required by this Physical Solution; (c) all the reporting costs required by this Physical Solution;
18 and (d) if sufficient funds are available, funding to support the implementation of Management
19 Actions. Following adoption of the administrative budgets, the Management Entities may make
20 expenditures consistent with their budgets in the exercise of the powers herein granted.

21 8. Financing of Management Entity Activities

22 Casitas MWD shall fund its Management Entity administration, monitoring and reporting
23 activities and the Boulder Augmentation Pilot Project described in Section IV.B.1 for the SAC
24 MA through Casitas MWD's water rates. Casitas MWD may implement other Management
25 Actions through independently provided funding sources such as grants, donations or any other
26 voluntary commitments obtained by Casitas MWD, consistent with its Annual Budget. For
27 illustration purposes, a Casitas MWD Fisheries Budget for FY 2025-2026 is attached as Exhibit
28 "E". Casitas MWD anticipates the need to hire one additional full-time employee to administer

1 the additional Management Entity responsibilities at a cost of \$160,000 - \$180,000 per year and
2 that the currently identified Immediate Management Actions within the SAC MA can be
3 implemented within its existing water rate structure. If Casitas MWD is removed as the
4 Management Entity for the SAC MA, the replacement Management Entity for the SAC MA shall
5 propose a funding plan to the Court for approval.

6 UVRGA, as the Management Entity for the Mainstem MA, shall, within ninety (90) days
7 of entry of this Physical Solution, and at a noticed public meeting, adopt a plan to fund the
8 administrative, monitoring and reporting activities required by this Physical Solution within its
9 Management Area consistent with the requirements of this Physical Solution. This funding plan
10 may include a proposed assessment on Groundwater Production, fixed contributions from Bound
11 Parties within the Mainstem MA, a combination of a Groundwater Production assessment or
12 fixed contributions, or other funding options. The funding plan shall address and account for
13 inflation. For illustration purposes, an estimated initial Mainstem Management Entity budget is
14 attached as Exhibit "F". A proposed Mainstem Management Entity initial funding plan to fund
15 this estimated budget is attached as Exhibit "G". UVRGA shall use this initial estimate and
16 proposed initial funding plan to prepare its funding plan. Any proposed assessment on
17 Groundwater Production or any fixed contribution shall include a not-to-exceed amount for an
18 initial three-year period to provide Bound Parties within the Mainstem MA with certainty
19 regarding the amount of the assessment or fixed contribution. The adoption of the funding plan is
20 subject to Court review as provided in this Physical Solution. The initial funding plan is intended
21 to cover administrative, monitoring and reporting activities and not Management Actions.
22 However, the Mainstem Management Entity may fund projects or other activities through grant
23 funding or any other funding sources available to the Management Entity, including contingency
24 funds from the assessment or fixed charges, as provided in its Annual Budget.

25 The Management Entities shall have the authority to develop and implement cost recovery
26 fees for their review of New Production applications, for the processing of disputes under the
27 dispute resolution process or for other specific activities that are triggered by individual Bound
28 Parties. Such fees shall reasonably relate to the cost for providing the services to be performed by

1 the Management Entities.

2 9. Contracts and Insurance

3 The Management Entities may enter into contracts and agreements as necessary,
4 appropriate and in furtherance of the Physical Solution and consistent with their adopted budgets.
5 The Management Entities shall have the discretion and authority to employ, contract with or
6 otherwise engage such administrative personnel, engineering, biological, legal, accounting or
7 other specialty services and consulting assistants as may be deemed appropriate in carrying out
8 the terms of this Physical Solution, including the FHEP, and consistent with their adopted
9 budgets. The Management Entities shall have the power to purchase insurance as necessary to
10 carry out the terms of this Physical Solution.

11 10. Monitoring

12 The Management Entities shall conduct monitoring within their respective Management
13 Areas as set forth in Exhibit “D” of this Physical Solution. The Management Entities may, as
14 needed, use Exhibit “D” to develop a more specific workplan for the monitoring within their
15 respective Management Areas, and use that workplan for purposes of contracting for the
16 implementation of the monitoring. The Management Entities shall coordinate the development of
17 any workplan with their Management Entity TAC, and the workplan shall seek to avoid
18 redundant monitoring and shall minimize duplication of effort. The Management Entities may
19 retain or appoint one Person to conduct the monitoring throughout their entire Management Area,
20 or throughout the Watershed. The Management Entity TACs may consider whether it is
21 appropriate to update the Monitoring Plans set forth in Exhibit “D” of this Physical Solution
22 following development of the FHEP, and propose any changes to the Management Entities for
23 consideration. The Management Entities shall file any approved updates to the Monitoring Plans
24 set forth in Exhibit “D” with the Court as part of the Annual Report, and implement any approved
25 updates to the Monitoring Plans.

26 11. Approval and Implementation of FHEP

27 The Management Entities shall each consider and take action on the FHEP as provided in
28 Section V of this Physical Solution. Once the FHEP is approved, each Management Entity shall

1 implement the FHEP as provided in Section V of this Physical Solution.

2 12. Adoption of Procedures, Policies and Forms

3 The Management Entities may adopt such additional procedures, policies and forms as
4 necessary to implement this Physical Solution.

5 13. Biannual (Twice a Year) Coordination Meetings

6 The Management Entities shall hold at least biannual (twice a year) joint public meetings
7 to coordinate their activities in their respective Management Areas at the Watershed level. The
8 biannual joint public meetings shall include, without limitation, discussion of funding and
9 Management Action priorities within the Watershed and ways in which the Management Entities
10 may collaborate to collectively achieve those priorities. The Management Entities shall invite the
11 members of the **Watershed Technical Advisory Committee (“Watershed TAC”)** and other
12 interested parties to the joint public meeting to support coordination of activities. The
13 Management Entities may convene additional coordination meetings as needed, and are
14 encouraged to convene such meetings as often as required to make sure they are coordinating the
15 activities in their respective Management Areas in a manner that promotes comprehensive,
16 Watershed-wide management.

17 14. Management Entity TACs

18 Each Management Entity shall have its own Technical Advisory Committee. Within one
19 hundred and eighty (180) days of entry of this Physical Solution, each Management Entity shall
20 establish a voluntary Management Entity Technical Advisory Committee (“**Management Entity**
21 **TAC**”) to provide input to the Management Entity regarding its activities as set forth in this
22 Physical Solution. The Management Entity TAC for the SAC MA (“**SAC TAC**”) shall consist of
23 at least three (3) members, but no more than five (5) members, who shall have sufficient technical
24 expertise regarding hydrology, geology, fisheries biology, ecology, geomorphology or similar
25 specialties to meaningfully provide input to the SAC Management Entity. The SAC TAC is
26 hereby identified as the City of Ojai, the County of Ventura, OBGMA, and the State Board and
27 CDFW, who may designate one qualified representative each to participate on the SAC TAC.
28 The designated representatives from the State Board and CDFW may be different people

1 depending on the particular area of expertise needed for the particular meeting.

2 The Management Entity TAC for the Mainstem Management Entity (“**Mainstem TAC**”)
3 shall consist of at least five (5) members, but no more than seven (7) members, who shall have
4 sufficient technical expertise, as defined above, but the individual representatives on the TAC
5 shall not also be Board Members of UVRGA. The Mainstem TAC is hereby identified as the
6 City of Ventura, Casitas MWD, the County, the UVRGA Executive Director, a self-funded local
7 non-profit representative selected by the other members of the Mainstem TAC, and the State
8 Board and CDFW, who may designate one qualified representative each to participate on the
9 Mainstem TAC. The initial self-funded local non-profit shall be OVLC, who shall serve for a
10 two (2) year term, subject to reappointment. The designated representatives from the State Board
11 and CDFW may be different people depending on the particular area of expertise needed for the
12 particular meeting.

13 Each Management Entity shall establish rules and procedures for their respective
14 Management Entity TACs. These rules and procedures shall encourage the TACs to seek
15 consensus and if consensus cannot be achieved shall require that the TAC reflect majority,
16 minority or individual views in their TAC’s recommendations. These rules and procedures shall
17 clarify the advisory role of the TACs and that the TACs shall provide recommendations only as
18 directed by the Management Entity or as expressly provided in this Physical Solution. The
19 Management Entities shall have the discretion to refer any technical matter to the TAC for
20 recommendations. These rules and procedures shall clarify the role that a Management Entity
21 representative will have to manage TAC meetings, including the ability to appoint a Management
22 Entity representative as the chair for procedural purposes at TAC meetings. The Management
23 Entities are encouraged to collaborate on the development of the rules and procedures to promote
24 consistency. Members of the Management Entity TACs shall be compensated by and serve at the
25 pleasure of their respective appointing entity.

26 The Management Entity TACs may hold both formal and informal meetings to develop
27 their recommendations on the items referred to them. The Management Entity TACs shall
28 establish a regular formal meeting cycle, and regular formal time and place to conduct meetings

1 at which their recommendations are finalized, which such formal meetings shall be open to the
2 public. The Management Entity TACs shall post an agenda in advance of their formal meetings
3 in substantial compliance with the Brown Act, although the Management Entity TACs are not
4 “legislative bodies” under the Brown Act. The Management Entity TACs shall keep minutes of
5 their formal meetings. In addition, the Management Entity TACs, or individual members thereof,
6 may convene informal meetings to discuss technical issues and to promote a free and full
7 discussion of technical matters. Such informal meetings will not be publicly noticed and are not
8 open to the public.

9 15. Watershed TAC

10 The two Management Entity TACs, along with a qualified designated representative of
11 WCF, shall also serve as a Watershed TAC. The members of the Watershed TAC shall therefore
12 consist of one representative from the City of Ojai, the County, OBGMA, Ventura, Casitas
13 MWD, WCF, the UVRGA Executive Director, the self-funded local non-profit representative
14 (initially OVLC), and the State Board and CDFW, who may designate one qualified
15 representative each to participate on the Watershed TAC.

16 The Watershed TAC shall draft the initial FHEP, and updates and amendments to the
17 FHEP. The Watershed TAC shall participate in the biannual (twice a year) coordination meeting
18 and such other coordination meetings as are convened during each year. The Watershed TAC
19 shall perform other functions as called for in this Physical Solution or as directed by the
20 Management Entities.

21 The Management Entities shall jointly establish rules and procedures for the Watershed
22 TAC. These rules and procedures shall encourage the Watershed TAC to seek consensus and if
23 consensus cannot be achieved shall require that the TAC reflect majority, minority or individual
24 views in the Watershed TAC’s recommendations. These rules and procedures shall clarify the
25 advisory role of the Watershed TAC and that the Watershed TAC shall provide recommendations
26 only as directed by the Management Entities or as expressly provided in this Physical Solution.
27 These rules and procedures shall clarify the role that a Management Entities’ representative(s)
28 will have to manage Watershed TAC meetings, including appointing a Management Entities’

1 representative(s) as the chair for procedural purposes at Watershed TAC meetings.

2 The Watershed TAC may hold both formal and informal meetings to develop its
3 recommendations on the items referred to it or as required by this Physical Solution. The
4 Watershed TAC shall post an agenda in advance of its formal meetings in substantial compliance
5 with the Brown Act, although it is not a “legislative body” under the Brown Act. The Watershed
6 TAC shall keep minutes of its formal meetings. In addition, the Watershed TAC, or individual
7 members thereof, may convene informal meetings to discuss technical issues and to promote a
8 free and full discussion of technical matters. Such informal meetings will not be publicly noticed
9 and are not open to the public.

10 16. Annual Report

11 The Management Entities shall prepare, approve and file with the Court an Annual Report
12 that includes, at a minimum, the following information: (a) summary of Management Entity
13 activities and actions in the prior year, including efforts to coordinate with the other Management
14 Entity, a report regarding the activities of the Management Entity TACs, a report on the status of
15 implementing the Immediate Management Actions, and the status of the development of the
16 FHEP; (b) fiscal report of the preceding year’s operations, including revenue and expenditures;
17 (c) the general condition and trends regarding the habitat suitable for the Ventura River Steelhead
18 Population as compared to prior years; (d) production reports for the Management Areas; (e)
19 information about New Production; (f) once adopted, a summary discussing FHEP
20 implementation; (g) information about public agency conservation programs; and (h) any other
21 information necessary to assess implementation of the Physical Solution.

22 The Management Entities shall coordinate to file one Annual Report, although they may
23 each prepare separate portions of the Annual Report focusing on their respective Management
24 Areas. The Management Entities shall also coordinate with the WCF Management Entity to
25 include information about the WCF Management Area in the Annual Report. The Management
26 Entities shall prepare their respective portions of the Annual Report in coordination with their
27 separate Management Entity TACs.

28 The Management Entities shall adopt the Annual Report at a noticed public hearing. Prior

1 to adoption of the Annual Report, the Management Entities shall convene a meeting of the
2 Watershed TAC, shall consider any recommendations on the Annual Report made by the
3 Watershed TAC, and shall provide written responses to any material comments from the
4 Watershed TAC. The Management Entities shall also coordinate with the State Parties as
5 described below. A draft of the Annual Report shall be posted on the Management Entities'
6 websites at least thirty (30) days prior to the noticed public hearing regarding adoption of the
7 Annual Report.

8 The first Annual Report shall be filed with the Court on or before October 1 of the year
9 following the entry of this Physical Solution, and then annually thereafter on or before August 1
10 of each year. The Management Entities may propose a different filing date for the Annual Report
11 to the Court.

12 17. Coordination with the State Parties on Annual Report

13 Prior to the public release of the Annual Report, the Management Entities shall meet with
14 representatives of the State Board and CDFW to review the draft of the Annual Report, to discuss
15 monitoring data and to receive recommendations from the State Board and CDFW. The
16 Management Entities shall consider these recommendations as part of the adoption of the Annual
17 Report. If the Management Entities do not accept a material recommendation from the State
18 Parties, the Annual Report shall include a written explanation why the recommendation was not
19 accepted. This coordination obligation may be satisfied through the meeting with the Watershed
20 TAC required under Section III.B.16.

21 18. Coordination with State Parties on Projects

22 The Management Entities, or specific Responsible Parties implementing a specific habitat
23 or flow related project under this Physical Solution, shall provide the State Board and CDFW
24 with an opportunity to review and comment on the design, construction and assessment of
25 performance of the project, if such project was not previously reviewed by a Management Entity
26 TAC or the Watershed TAC. The Management Entities, or specific Responsible Parties involved,
27 shall consider any written comments submitted by the State Board and CDFW on the project. For
28 written comments not accepted, the Management Entities, or specific Responsible Parties

involved, shall provide a written response explaining why the recommendation was not accepted. The State Board and CDFW shall employ their technical knowledge in a manner supportive of achieving the Management Objective.

19. Review of Actions of the Management Entities

Any final decision of a Management Entity pursuant to this Physical Solution shall be subject to review by the Court on its own motion or on the timely motion of any Bound Party. The Court's power to review decisions of the Management Entity extends to any decision of the Management Entity made under this Physical Solution, but the Court's power under this Physical Solution does not extend to decisions made by the Management Entity outside of this Physical Solution and under their independent legal authority not derived from this Physical Solution.

a. Effective Date of Management Entity Decision

Any final decision of the Management Entity pursuant to this Physical Solution shall be deemed to have occurred on the date of the written order or written decision of the Management Entity made at an open and public meeting.

b. Time Period to Seek Review

A Bound Party seeking review of a Management Entity decision shall file a motion for review with the Court within ninety (90) days of the final decision.

c. Motion for Review

Any Bound Party may move the Court to review a final decision of the Management Entity pursuant to this Physical Solution by a noticed motion, with at least thirty (30) Days' notice. The motion shall be served on all Bound Parties and the Management Entity. Unless otherwise ordered by the Court on its own motion, or upon request of the moving party, any such motion shall not operate to stay the effect of any final decision which is challenged. To have standing to bring such a motion for review, a Bound Party shall have participated in the applicable administrative proceedings of the Management Entity regarding the final decision, or a Bound party shall make an adequate showing as to why such participation was impractical. If a Bound Party did not participate in the applicable administrative proceeding, the Bound Party shall be limited to the record before the Management Entity regarding that decision, unless good cause

1 is shown.

2 d. Standard of Review

3 The Court's review of final decisions of a Management Entity under this Physical
4 Solution shall be de novo.

5 e. Decision

6 The decision of the Court in a proceeding to challenge a final decision of a Management
7 Entity shall be an appealable supplemental order in this Action.

8 20. Resolution of Disputes Between Management Entities

9 The Management Entities shall coordinate their activities within their respective
10 Management Areas to support a comprehensive management approach to the Watershed and
11 implementation of this Physical Solution. If there are disputes between the Management Entities,
12 they shall meet and confer in good faith to seek to resolve any such dispute. They shall also
13 convene a meeting of the Watershed TAC to receive a recommendation about how to resolve the
14 dispute. All staff level disputes between the Management Entities shall be acted on by the
15 Management Entities' Boards in an effort to resolve the dispute prior to an impasse. If, after meet
16 and confer, receiving the recommendation of the Watershed TAC and final Board consideration,
17 the dispute remains unresolved, the Management Entities shall jointly move the Court to resolve
18 the dispute.

19 21. Court Removal of Management Entities

20 The Court retains and reserves full jurisdiction, power and authority to withdraw its
21 appointment of a Management Entity, for good cause, or when the Management Entity is no
22 longer able or willing to continue performing the duties assigned herein, and to substitute a new
23 entity as Management Entity.

24 C. WCF Property Specific Management Area

25 WCF is the sole Party located in the WCF Property Specific Management Area and has a
26 unique role in managing the WCF Property Specific Management Area, although it is not subject
27 to the provisions of this Physical Solution applicable to the Management Entities. As depicted in
28 Exhibit "A", the WCF property is located in the lower portion of the Watershed, upstream of the

1 estuary. WCF shall perform, at its sole expense, all required activities to implement this Physical
2 Solution within the WCF Property Specific Management Area. This work includes: (a)
3 continuation of its Arundo removal program described in Section IV.A.6; (b) continuation of its
4 trespasser notification and trash removal program on riparian lands; (c) continuation of its
5 sustainable agriculture land management practices; (d) executing and reporting habitat and flow
6 monitoring programs in the lower portions of the Ventura River consistent with the monitoring
7 described in the relevant portions of Exhibit “D” of this Physical Solution as part of implementing
8 this Physical Solution or the FHEP on WCF property; and (e) performing any additional activities
9 in the WCF Property Specific Management Area required under the FHEP . WCF shall
10 coordinate with the Management Entities regarding implementation of the Physical Solution in
11 the WCF Property Specific Management Area, including attending the biannual coordination
12 meetings and providing the Management Entities with an annual report of actions it has taken on
13 the property to implement the Physical Solution. This annual report shall be made part of the
14 Annual Report.

15 The Court retains and reserves full jurisdiction, power and authority to withdraw its
16 appointment of WCF to manage the WCF Property Specific Management Area, for good cause
17 and at a noticed hearing, or when WCF is no longer able or willing to continue performing the
18 duties assigned herein, in which instance the Court shall appoint a new entity to assume
19 management responsibility for the WCF Property Specific Management Area.

20 **D. Upper Ojai Valley Basin Autonomy Provisions**

21 Parties located within the Upper Ojai Basin may develop, and submit to the SAC
22 Management Entity for approval, proposed self-management provisions for the Upper Ojai
23 Valley Basin consistent with the Management Objective of this Physical Solution, Bulletin 118
24 and the hydrogeology of the Upper Ojai Basin, and SGMA. The SAC Management Entity shall
25 consider and take action on any such proposed self-management provisions at an open and public
26 meeting and shall make a written decision regarding them. If the SAC Management Entity
27 approves any proposed self-management provisions for the Upper Ojai Basin, those minimum
28 standards shall govern within the Upper Ojai Basin, subject to ongoing compliance oversight by

1 the SAC Management Entity.

2 **E. Physical Solution Phasing**

3 This Physical Solution shall be implemented in three phrases. Phase 1 shall commence
4 upon entry of the Physical Solution and shall run until the adoption of the FHEP. In Phase 1, the
5 Responsible Parties, or Management Entity, if applicable, shall implement the Immediate
6 Management Actions, as identified in Section IV, and the Monitoring Program described in
7 Exhibit “D”, while the FHEP is being developed pursuant to Section V. It is anticipated that
8 Phase 1 will last eighteen (18) months from entry of the Physical Solution.

9 Phase 2 of this Physical Solution shall commence upon adoption of the FHEP and shall
10 continue until Matilija Dam removal is completed. During Phase 2, the Responsible Parties, or
11 Management Entity, if applicable, shall: (1) continue to implement the Immediate Management
12 Actions, or revised Management Actions; (2) continue to implement the Monitoring Program
13 described in Exhibit “D”; and (3) implement the FHEP. It is anticipated that Phase 2 will last
14 until approximately 2035, the target date for Matilija Dam removal.

15 Phase 3 of this Physical Solution shall commence upon completion of Matilija Dam
16 removal. During Phase 3, the Watershed TAC shall reassess all Management Actions and the
17 FHEP considering changes in the Watershed following Matilija Dam removal. This may require
18 the reassessment of the scope and nature and continued need for the FHEP. Phase 3 shall
19 continue until the Management Objective is achieved as determined by this Court, or until the
20 Court takes other appropriate actions.

21 **IV. IMMEDIATE MANAGEMENT ACTIONS**

22 After entry of the Physical Solution, the specific Responsible Parties identified below
23 shall implement the Immediate Management Actions set forth in this Section IV within the
24 identified Management Areas or within the Watershed, on the timelines identified herein. Unless
25 otherwise stated, the Immediate Management Actions shall be undertaken by the identified
26 Responsible Party or Parties, and not by the Management Entities directly. Some of the
27 Immediate Management Actions have expressly committed funding by one or more Responsible
28 Party. Other Immediate Management Actions do not currently have funding and are subject to

the provisions of Section VI.D of this Physical Solution (Actions Subject to and Not Subject to Funding Availability). Implementation of the Immediate Management Actions and future Management Actions are also subject to Uncontrollable Conditions, regardless of whether Uncontrollable Conditions are expressly referenced in the description of the Immediate Management Action or future Management Actions.

A. Mainstem Management Area

The following Immediate Management Actions shall be undertaken within the Mainstem MA by the Responsible Parties identified and as overseen by the Mainstem Management Entity.

1. Foster Park Protocols

Upon entry of the Physical Solution, Ventura shall implement the following operational protocols at Foster Park. Ventura shall cease water extraction at Foster Park (including through its Nye Wells and its subsurface intake) when average daily streamflow at Foster Park falls below the shutoff thresholds in Table 1 for three consecutive days. Ventura shall measure average daily streamflow at the USGS Ventura R Nr Ventura gage 11118500. The Management Entity may consider and approve the use of a different gage located below Foster Park (but located no further downstream than global positioning system (“GPS”) coordinates 34.349835, -119.302525) for measuring average daily streamflow at Foster Park, but shall hold a public hearing to consider the use of any different gage before approving such use.

Table 1 Foster Park Protocols

Water Month Type	Flow Threshold
Critically Dry	3 cfs
Dry	5 cfs
Below Normal	7 cfs
Above Normal	9 cfs
Wet	11 cfs

Ventura may resume water extraction at Foster Park once average daily streamflow at the Foster Park gage exceeds the applicable water-month-type threshold for three consecutive days, provided that resuming extraction will not cause the average daily streamflow to drop below the

1 applicable threshold within the next three consecutive days.

2 The water month type for implementation of the Foster Park Protocols (i.e., flow shutoff
3 thresholds) shall be determined monthly by Ventura. Water month typing shall be completed on
4 the first day of each month, unless the first of the month occurs on a weekend or holiday, in
5 which case water month typing shall be completed on the next subsequent business day. The
6 determined water month type shall be used until the next water month typing is completed.

7 Each business day, average daily streamflow of the previous day(s) shall be evaluated to
8 determine whether shutoff thresholds were satisfied for three consecutive days. Any changes to
9 operations, such as cessation of pumping, shall occur the following business day. As described
10 above, extraction may resume after average daily streamflow has exceeded the applicable
11 threshold for three consecutive days, provided that resuming extraction will not cause the average
12 daily streamflow to drop below the applicable threshold within the next three consecutive days.

13 To determine the water month type for implementing the Foster Park Protocols, two steps
14 are taken:

- 15 1. The previous 24 months of precipitation data from **Ventura County Watershed**
16 **Protection District's ("VCWPD")** Ojai County Fire Station gage no. 030D are input into
17 the Effective Precipitation Formula below, using the monthly weighted coefficients listed
18 in Table 2 below.
- 19 2. Table 3 below is used to compare the formula's output to monthly Effective Precipitation
20 thresholds to identify the water month type.

21 The effective precipitation formula used in the first step is as follows:

$$22 \quad P_{\text{Effective}} = \alpha * [P_{\text{Current-WY-thru_end of month N}} + \beta * P_{\text{Prev-WY}} + \kappa * P_{12-N \text{ months of preceding WY}}]$$

23 Where, " $P_{\text{Effective}}$ " = *Effective Precipitation*;

24 " α ", " β ", and " κ " = *monthly weight coefficients presented in Table 2*;

25 " $P_{\text{Current-WY-thru_end of month}}$ " = *Precipitation at VCWPD Gage No. 030D of the current water*
26 *year through the end of the previous month (for October, this term is assumed to be zero in the*
27 *calculation of the water month type)*;

28 " $P_{\text{Prev-WY}}$ " = *Precipitation at VCWPD Gage No. 030D of the previous water year*;

“ $P_{12-N \text{ months of preceding WY}}$ ” = Precipitation at VCWPD Gage No. 030D for the portion of the preceding water year, that brings the total number of months in the formula used to 24 months; and

“N” = Number of the month within the water year.

Table 2. Effective Precipitation formula month weight coefficients

WY Month	Current WY weight, α	Previous WY weight, β	Antecedent WY 24-month weight, κ
Oct	0.000	0.73	0.270
Nov	0.080	0.64	0.280
Dec	0.100	0.39	0.510
Jan	0.650	0.05	0.300
Feb	0.670	0.2	0.130
Mar	0.720	0.18	0.100
Apr	0.825	0.165	0.010
May	0.870	0.12	0.010
Jun	0.900	0.1	0.000
Jul	0.900	0.1	0.000
Aug	0.850	0.15	0.000
Sep	0.860	0.13	0.010

Table 3. Five water month type thresholds for Effective Precipitation formula output

Water Month Type	Thresholds of Effective Precipitation Formula results (based on 24-month antecedent conditions) for determining Water Month Type ¹											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Critically Dry	5.72	8.39	8.59	11.11	11.38	11.79	11.99	12.21	11.99	12.90	11.23	10.71
Dry	8.50	11.00	12.50	15.90	16.37	16.75	16.90	17.50	17.00	17.50	17.00	16.00
Below Normal	11.50	15.56	19.00	25.00	25.20	26.00	26.00	26.00	26.00	29.00	26.16	23.10
Above Normal	13.00	18.11	23.95	35.00	36.00	37.50	37.80	37.00	38.00	35.00	31.00	26.00
Wet ²	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Notes:
¹ For each water month type, the upper thresholds of Effective Precipitation are shown by calendar month. In other words, the water month type is determined by locating the calendar month that has just been concluded (vertical column), then locating the threshold that the calculated Effective Precipitation value falls beneath (horizontal row).
² n/a = Not applicable. Threshold values are not listed for “Wet” water month type because any Effective Precipitation output value higher than the “Above Normal” threshold is categorized as “Wet”.

2. Foster Park Pipeline Relocation or Removal Project

Ventura, at its sole cost, which may include grant funding, shall construct its preferred alternative to relocate or remove the partially exposed pipe at Foster Park with a target completion date by the end of 2026, using the construction milestones listed herein. In the event Uncontrollable Conditions delay or prevent Ventura from achieving a construction milestone, Ventura shall, in addition to taking other steps required by this Physical Solution in Section VI.C, notify the Mainstem Management Entity, the State Parties and SBCK of any such unavoidable delays in achieving the below milestones within seven (7) days of learning of the delay to allow Ventura, the Mainstem Management Entity, the State Parties to discuss and agree on an amended deadline(s). The construction-related milestones include: (a) Complete final design and seek bids for the work by September 1, 2026; (b) Complete environmental permitting by September 30, 2026; and (c) Complete project by December 31, 2026. Ventura shall notify the Mainstem Management Entity of project completion for inclusion in the Annual Report to the Court.

3. Foster Park Fish Passage Notch Maintenance

Ventura shall, at its sole cost, which may include grant funding, maintain the Fish Passage Notch installed at Foster Park in 2022 consistent with the Restoration Management Permit (No. RMP-2025-0005-R5) issued by CDFW on August 8, 2025, including any future updates thereto.

1 The purpose of Restoration Management Permit No. RMP-2025-0005-R5 is to achieve volitional
2 fish passage under all flow conditions by maintaining and clearing sediment from upstream and
3 downstream areas directly adjacent to the Notch. Ventura shall perform maintenance as
4 necessary, but primarily after high-flow events that cause channel migration and/or sediment
5 deposition near the Notch. Ventura shall notify the Management Entity of any maintenance or
6 other work performed under Restoration Management Permit No. RMP-2025-0005-R5 for
7 inclusion in the Management Entity’s Annual Report to the Court.

8 4. Ventura’s Right to Ojai Valley Sanitary District Treated Wastewater

9 Ventura has a right to the treated wastewater discharged by the **Ojai Valley Sanitary**
10 **District (“OVSD”)** to the Mainstem Ventura River below Foster Park pursuant to a contract with
11 OVSD. Ventura does not own or operate the OVSD treatment plant, nor hold the **National**
12 **Pollutant Discharge Elimination System (“NPDES”)** permit for the discharge. Ventura shall
13 not exercise its rights to the treated wastewater discharged by OVSD to the Ventura River in such
14 a way that Ventura causes the discharge to cease or be reduced. Ventura makes no
15 representations and has no control over the treatment decisions of OVSD, which may,
16 independent of actions by Ventura, and in response to new obligations imposed on OVSD by the
17 State through the Los Angeles Regional Water Quality Control Board, cause the discharge to
18 cease or be reduced. The Management Entity shall include in its Annual Reports to the Court a
19 summary of flows discharged to the Ventura River from OVSD’s facility highlighting any
20 changes in OVSD’s discharge, based on a review of OVSD’s publicly filed discharge monitoring
21 reports.

22 5. Robles Diversion Flow Protocols

23 Casitas MWD shall continue to maintain the flow protocols, summarized in Exhibit “H”
24 to this Physical Solution, in the existing 2003 National Marine Fisheries Service Biological
25 Opinion (“Biological Opinion”) issued to the United States Bureau of Reclamation for the
26 operation of the Robles Diversion and Fish Passage Facility. The technical support for these flow
27 protocols is contained in the Biological Opinion. The Biological Opinion finds that with the
28 implementation of the Robles Diversion Flow Protocols there is no jeopardy to the Southern

1 California Steelhead. Continued implementation of the Robles Diversion Flow Protocols under
2 the Biological Opinion is consistent with this Physical Solution.

3 6. WCF Arundo Removal Program

4 WCF shall continue its pre-existing Arundo removal program on its property based on
5 recommendations by the WCF financial and technical experts. The program aims to improve
6 riparian habitat quality, reduce impairment by trespassers who reside in the Arundo, and reduce
7 fire risk to the surrounding community. The goal of this program is to treat 5-10 acres of Arundo
8 annually, until Arundo is removed or, if not feasible, is controlled within the WCF Management
9 Area subject to the factors below.

10 Historically, this program has treated approximately 5-10 acres of Arundo annually since
11 2008, subject to limitations due to weather, permitting, access, safety, bird nesting season
12 restrictions, density of accessible Arundo stands, financial resources, and the professional
13 judgment of a qualified biologist. Because the WCF Management Area is located at the
14 downstream end of the Watershed, the amount of removal depends upon these factors as well as
15 Arundo reinfestation. Additionally, several other invasive woody plant species are
16 opportunistically removed in accordance with applicable permits, including tree tobacco
17 (*Nicotiana glauca*), castor bean (*Ricinus communis*), and tamarisk (*Tamarix spp.*).

18 Arundo removal activities within the WCF Management Area will likely continue into
19 Phase 3 of this Physical Solution. WCF's technical team shall continue to map Arundo
20 distributions, remove Arundo in accordance with permit requirements, and monitor and maintain
21 treated areas within the WCF Management Area. WCF shall describe its Arundo removal
22 activities in its annual reporting to the Management Entities for inclusion in the Annual Report.

23 7. Additional Management Actions to Seek to Increase Flow in the Mainstem
24 Ventura River to Support *O. mykiss*

25 Within ninety (90) days of entry of this Physical Solution, the Mainstem Management
26 Entity shall coordinate the establishment of the **Mainstem Flow Augmentation Committee** . At
27 a minimum, the Mainstem Flow Augmentation Committee shall include the members of the
28 Mainstem TAC (Ventura, Casitas MWD, the County, the self-funded local non-profit

1 representative (initially OVLC, a technical representative of UVRGA, the State Board and
2 CDFW, who may designed one qualified representative each to participate) and one qualified
3 technical representatives each from MOWD and VRWD. Other interested parties may designate
4 a representative with technical expertise in flow augmentation to serve on the Mainstem Flow
5 Augmentation Committee, subject to Mainstem Management Entity approval. A Mainstem
6 Management Entity representative may chair the meetings of the Mainstem Flow Augmentation
7 Committee and prepare its agendas.

8 The Mainstem Flow Augmentation Committee shall work with the Mainstem
9 Management Entity to assess whether it is technically feasible and beneficial to *O. mykiss* to
10 develop and implement additional flow augmentation within the Mainstem Management Area at
11 or near the confluence of San Antonio Creek and the Mainstem Ventura River to produce a
12 material increase in flow under low-flow conditions that enhance conditions for *O. mykiss*. This
13 assessment shall be coordinated with, and shall not conflict with, the ongoing efforts under the
14 UVR GSP to assess management actions to address impacts of indirect depletion on
15 interconnected surface water under SGMA. Each Party with a representative on the Mainstem
16 Flow Augmentation Committee shall be responsible for the costs of their representative's
17 participation.

18 The immediate goal of the flow augmentation shall be to provide for increased
19 connectivity and suitable habitat quality to support appropriate lifestages of *O. mykiss* between
20 the confluence of San Antonio Creek with the Mainstem Ventura River downstream through
21 Foster Park, during low-flow conditions, without causing adverse impacts to the Watershed or
22 water rights that outweigh the benefits of flow augmentation. This immediate goal may be
23 refined and updated based on the FHEP. The Mainstem Flow Augmentation Committee shall
24 complete the assessment and transmit a report ("**Assessment Report**") describing its conclusions
25 regarding flow augmentation to the Mainstem Management Entity within one year of formation
26 of the Flow Augmentation Committee. If the Mainstem Flow Augmentation Committee
27 concludes that there are flow augmentation options that are technically feasible and beneficial
28 without adverse impacts to the Watershed or water rights that outweigh the benefits of flow

1 augmentation, the Assessment Report shall include a proposed pilot project or projects. Any such
2 pilot project shall specify the source of water to be used for augmentation, appropriate flow
3 triggers for augmentation, provide an estimated cost to implement the project or projects, identify
4 Specific Funding Sources, and an assessment of whether the augmentation project would affect
5 water rights of Bound Parties. Any such pilot project shall include a specific monitoring plan to
6 assess any potential benefits or impacts of the pilot project.

7 The Mainstem Management Entity shall have final approval authority regarding selection
8 and oversight of any Mainstem flow augmentation pilot project(s) implemented under the
9 Physical Solution. Upon receiving the Assessment Report from the Mainstem Flow
10 Augmentation Committee, the Mainstem Management Entity shall place the Assessment Report
11 and consideration of any proposed pilot project(s) on the agenda for a regularly scheduled
12 meeting of the Mainstem Management Entity within ninety (90) days of receiving the Assessment
13 Report. Within thirty (30) days of this meeting the Mainstem Management Entity shall determine
14 whether to proceed with any proposed flow augmentation pilot project(s) and issue its final
15 decision in writing. If the Mainstem Management Entity approves any flow augmentation pilot
16 project(s), and subject to obtaining funding and all necessary permits for any such pilot project(s),
17 the Mainstem Management Entity shall coordinate with the Mainstem Flow Augmentation
18 Committee and with Parties who agree to participate in the pilot project(s) to initiate flow
19 augmentation, as applicable based on flow triggers for augmentation, within three years of entry
20 of the Physical Solution.

21 After three years from commencement of any flow augmentation pilot project, the
22 Mainstem Flow Augmentation Committee shall evaluate: (a) if flow augmentation produced a
23 material increase in flow to support connectivity in the reach between the confluence of San
24 Antonio Creek and the Mainstem downstream to Foster Park and avoided adverse impacts on
25 conditions in the Watershed that outweigh benefits; and (b) what, if any, changes in flow
26 augmentation are appropriate. The evaluation shall consider all available information, including
27 information collected through implementation of the Initial Monitoring Plans and development
28 and, if applicable, implementation of the FHEP. The Mainstem Management Entity may

1 determine, in consultation with the Mainstem Flow Augmentation Committee, that it is
2 appropriate to defer evaluation of the flow augmentation pilot project(s) beyond three years to
3 assess its efficacy during a broader range of hydrologic conditions.

4 If the evaluation of the pilot project demonstrates that flow augmentation is feasible and
5 beneficial, the Mainstem Management Entity will consider this information to expand the pilot
6 project and/or develop additional Management Actions. If the evaluation recommends any
7 necessary changes to the flow augmentation pilot project, the Mainstem Management Entity shall
8 consider implementing those changes. If the evaluation demonstrates that flow augmentation is
9 not feasible or beneficial, or if the Mainstem Management Entity does not approve any flow
10 augmentation pilot project, the Mainstem Management Entity shall make a written determination
11 of whether additional Management Actions should be implemented to achieve the anticipated
12 goals of the Assessment Report.

13 8. Other Self-Funded Projects

14 Any Party may propose a habitat improvement project for consideration by the Mainstem
15 TAC and Mainstem Management Entity. Such proposals shall be based on sound scientific
16 principles, describe the project in detail, including required permits, project partners or
17 sponsoring entities, projected benefits, timeline for implementation, a well-developed budget and
18 identified source of funding.

19 **B. San Antonio Creek Management Area**

20 The following Immediate Management Action shall be undertaken within the SAC MA:

21 1. Boulder Augmentation Pilot Project

22 Casitas MWD shall install and maintain boulders or other functionally equivalent material
23 to create habitat complexity features, among other benefits, at locations in San Antonio Creek to
24 enhance juvenile and adult *O. mykiss* rearing habitat, improve protection and cover from
25 predation, increase structural diversity of habitat, and increase holding habitat as a velocity refuge
26 at higher flow, and over-summer rearing at lower flows. The design and location of the habitat
27 features shall be approved in advance by CDFW and VCWPD. Casitas MWD shall implement
28 the Pilot Project using the following milestone: Design and bid project within 18 months of entry

1 of this Physical Solution. Generally, this project is considered a streambed modification and will
2 require one or more permits from regulatory agencies; it is subject to and is therefore contingent
3 on securing regulatory approvals and subject to Uncontrollable Conditions, including but not
4 limited to, the inability to obtain the necessary permits, authorization or approvals from any
5 governmental agency despite good faith and diligent efforts to secure such authorization or
6 approval.

7 Based on the performance of the Pilot Project, Casitas MWD shall consider whether
8 additional habitat enhancement projects in the San Antonio Creek Sub-Watershed are technically
9 and financially feasible and warranted.

10 2. Low Flow Survey and Coordination with CDFW

11 The San Antonio Creek Management Entity shall monitor flow in San Antonio Creek at
12 Camp Comfort, and when it appears that flows may drop below 0.5 cfs, the Management Entity
13 shall conduct a survey for stranded Steelhead and shall report the findings of the survey to CDFW
14 to assist in rescue and relocation operations.

15 3. San Antonio Creek Voluntary Flow Augmentation Efforts and Pilot
16 Project(s)

17 Some Bound Parties within the SAC MA currently perform voluntary actions, or have
18 plans to perform voluntary actions, that are designed to increase flows in San Antonio Creek.
19 These Bound Parties within the SAC MA are encouraged to continue to pursue these voluntary
20 efforts. These Bound Parties who pursue these voluntary actions shall report their voluntary
21 efforts to the SAC TAC, and the SAC TAC is directed to track and assess these voluntary efforts.
22 The SAC TAC shall provide an annual report of these voluntary efforts to the SAC Management
23 Entity and identify specific voluntary efforts that appear to be successful in increasing flows in
24 San Antonio Creek.

25 In addition, these Bound Parties have potential direct flow augmentation concepts that
26 may provide increased flows in San Antonio Creek under certain hydrological conditions. These
27 Bound Parties are encouraged to present these conceptual projects to the SAC TAC, and the SAC
28 TAC is directed to assist the Bound Party to assess the conceptual project, identify permit

1 requirements for the conceptual project, explore funding options for the conceptual project and
2 otherwise support the efforts of these Bound Parties to develop the conceptual project into a pilot
3 project that could be recommended to the SAC Management Entity for approval.

4 The SAC Management Entity shall reasonably consider all such pilot projects
5 recommended by the SAC TAC. Any such pilot project shall be based on sound science, include
6 a detailed project description, identify a specific source of water to be used for augmentation, a
7 funding source and well-developed budget, permitting requirements, willing project partners or
8 sponsors, timeline for implementation, projected benefits and a monitoring plan. Additionally, the
9 project shall not affect the water rights of any Bound Party nor violate Ordinances of the
10 OBGMA.

11 As noted on OVLC's website (<https://ovlc.org/arundo?rq=arundo>) removal of Arundo
12 may provide several benefits related to the Management Objective. These are: increase in native
13 riparian habitat, and reductions in adverse impacts otherwise caused by Arundo, including flood
14 hazards, wildfire risk, streambank erosion, and water consumption (estimated to be up to 20 Acre-
15 Feet per acre per year on a statewide basis, subject to refinement for local conditions). And as
16 reported in the 2026 Ventura County Grand Jury Report ([https://venturacounty.gov/grand-](https://venturacounty.gov/grand-jury/fiscal-year-2025-2026/#docaccess-836043d6e41dec0b81321eaca6b1c07d)
17 [jury/fiscal-year-2025-2026/#docaccess-836043d6e41dec0b81321eaca6b1c07d](https://venturacounty.gov/grand-jury/fiscal-year-2025-2026/#docaccess-836043d6e41dec0b81321eaca6b1c07d)), Arundo removal
18 may prevent waste of groundwater resources and result in flow augmentation.

19 4. Other Self-Funded Projects

20 Any Party may propose a habitat improvement project for consideration by the SAC TAC
21 and SAC Management Entity. Such proposals shall be based on sound scientific principles,
22 describe the project in detail, including required permits, project partners or sponsoring entities,
23 projected benefits, timeline for implementation, a well-developed budget and identified source of
24 funding.

25 C. Watershed-Wide Management Actions

26 The following Immediate Management Actions shall be undertaken within both
27 Management Areas, as applicable, by the Responsible Parties identified and as overseen by the
28 Management Entities as applicable to their respective Management Areas:

1 1. Arundo Removal Program

2 This Physical Solution includes an Arundo Removal Program. The Arundo Removal
3 Program has the following goal: approximately 70 acres of Arundo removal on Lion Creek, San
4 Antonio Creek, and the Ventura River at and upstream of Foster Park, including 36 acres treated
5 from September 2025 through January 2026, to occur in Phase 1; approximately 60 acres in the
6 Mainstem from Foster Park to the Pacific Ocean in Phase 2; and any remaining acres on the
7 Mainstem in Phase 3.⁴ These acreage goals do not include approximately 95 acres of Arundo
8 located in the WCF Management Area, which WCF shall separately address under Section
9 IV.A.6 of this Physical Solution.

10 The program consists of three elements: (a) assessment of the presence and distribution of
11 Arundo on properties throughout the Watershed, updating mapping that OVLC undertook in 2020
12 and 2023; (b) removal of Arundo and related invasive plants, including tree tobacco, castor bean,
13 and tamarisk; and (c) removal work, and monitoring and maintenance following such treatment.

14 OVLC shall administer the Arundo Removal Program, subject to its securing necessary
15 funding as described below, and in coordination with the Management Entities, as needed.
16 Ventura County/VCWPD will actively cooperate in the implementation of this program. By
17 March of each year, OVLC shall report to the Management Entities on program implementation,
18 including overall progress towards the Arundo Removal Program's goal, the status of funding,
19 permits, access agreements with Bound Parties, and work performed compared to work identified
20 in workplans, for the prior calendar year.

21 Other than WCF, whose Arundo removal program is described in Section IV.A.6 above,
22 Bound Parties (including, without limitation, all Exempt Parties) shall actively cooperate in the
23 implementation of this program on their respective properties. They shall provide access on
24 reasonable terms to OVLC or its designee to undertake an assessment of Arundo presence on
25 their respective properties, followed by removal, monitoring and maintenance, for any property
26 where Arundo is present. In the alternative, a Bound Party may undertake such work under a
27 workplan approved by OVLC or its designee. A Bound Party that elects to undertake such work

28 _____
⁴ These acreage estimates are based on 2023 data compiled by OVLC.

1 may apply to OVLC for a grant of funds. Bound Parties may seek relief from the Court regarding
2 this obligation, but the Court has jurisdiction to order a Bound Party to provide reasonable access
3 to its property or to undertake (or permit OVLC or its designee to undertake) such work, subject
4 to reasonable terms and conditions, and for good cause shown.

5 OVLC has received more than \$7 million in grants from CAL FIRE and CDFW to fund
6 Arundo removal efforts. OVLC represents that it shall expend \$6,920,000 in remaining grant
7 funds to support Arundo removal in the SAC MA and Mainstem MA. OVLC shall seek
8 additional grant funds as necessary to implement the program consistent with the Arundo
9 Removal Program's goal.

10 Ventura, MOWD, VRWD, and Rancho Matilija shall collectively contribute \$75,000 to
11 OVLC to support this program in the first year following Court approval of this Physical
12 Solution. This funding may continue for an additional two years, for a potential total of three
13 years following entry of this Physical Solution. These Parties shall meet annually in March to
14 consult with OVLC on funding needed for the coming year. If the work described in the prior
15 year was completed satisfactorily, and these Parties agree that the proposed work plan is aligned
16 with the Arundo Removal Program's goals, these Parties may commit to funding for an additional
17 one-year term at a time. This funding is specifically designed to help OVLC build capacity to
18 identify and obtain additional funding commensurate with the Arundo Removal Program's goal.

19 The Bound Parties shall support efforts to seek and secure funding, as well as permits, to
20 implement the program consistent with the Arundo Removal Program goal. The Ventura County
21 Resource Conservation District holds CDFW Restoration Management Permit 2025-0013-R5,
22 which may cover Responsible Parties for such work through 2036. OVLC is seeking approval
23 from the U.S. Fish and Wildlife Service for a proposed Habitat Conservation Plan that would
24 provide such coverage under the Federal Endangered Species Act section 10.

25 2. Non-Native Fish Management

26 As part of the development of the FHEP, CDFW shall consider any non-native fish
27 management plan proposed by the Parties. If such a non-native fish management plan is
28 approved by CDFW, CDFW shall coordinate with the Management Entities and Parties to

1 support implementation of the plan in the Ventura River Watershed. Implementation of the plan
2 shall be subject to identification of Specific Funding Sources.

3 3. Stranded Fish Rescue Plans and Procedures

4 CDFW shall use its existing authorities to evaluate rescue and relocation operations for
5 stranded steelhead in the Watershed when CDFW is notified of such stranded *O. mykiss*. Within
6 one year after entry of this Physical Solution, CDFW shall establish a procedure for parties to
7 report stranded steelhead in the Watershed for CDFW to evaluate rescue and relocation
8 operations. During development of the FHEP, the Watershed TAC shall consider whether to
9 identify and evaluate additional options to rescue and relocate stranded Steelhead.

10 4. Fishing Prohibition Signage and Population Protection Proposals

11 Within one year after entry of this Physical Solution, CDFW shall develop a plan to
12 increase and replace signage in key locations in the Watershed about fishing prohibitions and to
13 better publicize existing procedures for notifying CDFW of illegal fishing via CALTIP
14 (Californians Turn in Poachers and Polluters). Implementation of the plan is subject to
15 identification of a Specific Funding Source for the increased or replacement signage. In addition,
16 within one year after adoption of the FHEP, CDFW shall consider any additional population
17 protection proposals in the FHEP, which may include additional fish relocation operations,
18 increased enforcement of current fishing regulations in the Watershed, and other similar actions
19 identified in the National Marine Fisheries Service's 2012 Southern California Steelhead
20 Recovery Plan⁵.

21 5. Human Encampments and Other Similar Anthropogenic Impacts

22 All Parties having jurisdictional authority⁶ or control over specific public or private
23 property in the Watershed shall support actions and funding to limit new human encampments,
24 remove human encampments in the Watershed that may negatively impact Watershed conditions,
25 and address other similar anthropogenic impacts. All interested parties that have jurisdictional
26

27 ⁵ See [https://www.fisheries.noaa.gov/resource/document/southern-california-steelhead-recovery-](https://www.fisheries.noaa.gov/resource/document/southern-california-steelhead-recovery-plan)
28 [plan](https://www.fisheries.noaa.gov/resource/document/southern-california-steelhead-recovery-plan).

⁶ Such parties include those with specific statutory or police power authority to address encampments, including, but not limited to Ventura, Ventura County/VCWPD, and CDFW.

1 authority or control over specific private or public properties in the Watershed shall meet to
2 discuss methods for achieving this objective and develop a plan for a coordinated approach to
3 abate human encampments that are negatively impacting Watershed conditions related to
4 Steelhead recovery. This initial meeting shall be held within ninety (90) days after entry of this
5 Physical Solution. A plan for a coordinated approach shall be developed within 18 months after
6 entry of this Physical Solution, submitted to the Court for approval and implemented thereafter.
7 Implementation shall occur within 18 months of final plan approval by the Court. The Plan shall
8 be assessed and updated as appropriate as part of updates to the FHEP and adaptive management
9 under this Physical Solution. As part of its WCF Management Entity commitments, WCF shall
10 also continue a trespasser and trash removal program within WCF Management Area. This
11 program consists of periodic removal of trespassers, illegal encampments, and trash from WCF
12 property, subject to limitations due to weather, safety, access and availability of City and Ventura
13 County law enforcement. Effective abatement will require coordination among property owners
14 and public safety officials.

15 6. Conservation Efforts

16 Each Bound Party to this Physical Solution shall implement all legally required water
17 conservation measures. For public agency Bound Parties, the water conservation measures shall
18 be no less than those required by existing laws, ordinances and agreements applicable to them.
19 Public agency Bound Parties shall provide their applicable Management Entities with an annual
20 update on their conservation programs, and the Management Entities shall include a summary of
21 this information in the Annual Report. Agricultural Bound Parties shall implement industry
22 standard agricultural water conservation measures. Other Bound Parties shall comply with all
23 applicable water mandatory conservation measures, and should consider taking other voluntary
24 water conservation measures as appropriate to their situation. This provision does not address nor
25 impair in any manner the water rights claims of the Bound Parties and does not specify a specific
26 water consumption amount for Bound Parties. This provision also does not bar any Bound Party
27 from voluntarily implementing additional water conservation measures beyond what is legally
28 required or beyond industry standards.

1 7. Barrier Assessment & Future Remediation

2 Within ninety (90) days of entry of this Physical Solution, CDFW shall coordinate the
3 establishment of a voluntary committee (“**Fish Passage Barrier Committee**”) of interested
4 Parties to perform an assessment of existing complete, partial, and temporal barriers to *O. mykiss*
5 passage in the Watershed. Any interested Party may designate a representative with technical
6 expertise in fish passage issues to serve on the Fish Passage Barrier Committee, subject to
7 CDFW’s reasonable approval. The Fish Passage Barrier Committee shall use existing surveys
8 and professional judgment to prepare a list of existing barriers describing the following for each
9 barrier:

- 10 • Whether the barrier is complete, partial, temporal, or does not constitute a fish
11 passage barrier. The report shall specify the nature of each complete, partial, and temporal
12 barrier; if the Fish Passage Barrier Committee determines no barrier exists in a particular location,
13 it shall explain the basis for this determination.
- 14 • The options for and feasibility of barrier remediation, including anticipated
15 eligibility for streamlined permitting (e.g., the Statutory Exemption for Restoration Projects
16 (“**SERP**”) and Statewide Restoration General Order (“**SRGO**”) and the estimated timeline for
17 barrier remediation.
- 18 • Estimated costs and funding options for barrier remediation.
- 19 • Environmental benefits of barrier remediation, including the amount of habitat that
20 will be provided by remediation of the barrier for specific *O. mykiss* life stages.
- 21 • Environmental and community impacts of barrier remediation.

22 The Fish Passage Barrier Committee shall complete a written report of its work (the “**Fish**
23 **Passage Barrier Assessment Report**” or “**Report**”), including a prioritization list, within one
24 year of entry of this Physical Solution. Prioritization shall be based on consideration of the bullet
25 points listed above. Based upon the prioritization list in the Report, the Fish Passage Barrier
26 Committee shall (a) select two barriers to be remediated within eight years of entry of this
27 Physical Solution, and (b) identify Specific Funding Sources for remediation of the two
28 prioritized barriers.

1 The Fish Passage Barrier Committee shall forward its assessment to the Management
2 Entities for consideration and recommended approval. The Management Entities shall have final
3 approval authority regarding implementation of the selected barrier remediation projects. Subject
4 to obtaining funding and all necessary permits for the two prioritized barrier remediation projects,
5 the Fish Passage Barrier Committee shall seek to work with the Management Entities, in
6 coordination with the owners of the barriers, in an attempt to complete the two prioritized barriers
7 within eight (8) years of the Court's entry of this Physical Solution.

8 8. Matilija Dam Ecosystem Restoration Project

9 The Bound Parties generally recognize that removal of Matilija Dam is an important step
10 toward *O. mykiss* habitat restoration and a significant feature of MDERP. MDERP, however, is
11 not currently fully-defined, will require years of study, planning and permitting and is estimated
12 to cost tens of millions of dollars. For these and other reasons, the MDERP is a standalone
13 project separate from this Physical Solution and is not a compliance requirement under this
14 Physical Solution. Because the MDERP is a standalone project separate from this Physical
15 Solution, this Physical Solution does not change the legal rights of Bound Parties as to the
16 MDERP. VCWPD shall provide bi-annual updates on the status of MDERP planning, permitting
17 and financing efforts on a public website and to the Management Entities.

18 Parties having permitting authority over the reconstruction of water infrastructure in the
19 Watershed that may be damaged by Matilija Dam removal shall prioritize the issuance of permits
20 supporting the timely reconstruction of the water-related infrastructure.

21 9. Optional Development of Flow Analysis by the State Parties and Annual
22 Assessment by the Management Entities

23 Within one year of entry of this Physical Solution, the State Parties may develop, in
24 coordination with the Management Entity TACs, and transmit to the Management Entities flow
25 analysis describing key flows for different life stages of *O. mykiss* ("**Flows**") at: (a) the Mainstem
26 at Foster Park (as measured at USGS Gage no. 11118500) and (b) San Antonio Creek near its
27 confluence with the Ventura River (as measured at VCWPD Gage no. 605A). The State Parties
28 shall provide a technical memorandum explaining the basis for the State's Flows including the

1 science-based facts specific relevant to the Ventura River Watershed. The Management Entities
2 shall review and assess the scientific validity of the States flow analysis, consider and assess as
3 part of the Annual Report. Once validated, the Management Entity shall consider the Flows as
4 part of the adaptive management process and in connection with the selection of future
5 Management Actions in coordination with the FHEP. The State Parties may update their Flows
6 in coordination with the Management Entity TACs, and transmit revised Flows to the
7 Management Entity, with a revised technical memorandum, based on new information. The State
8 Parties' Flows shall not be enforceable flow criteria and shall not be treated as such. Neither the
9 State Parties' Flows nor the Management Entities' consideration and assessment of the Flows
10 shall be used to determine whether any Bound Party is complying with this Physical Solution.

11 **V. FISH HABITAT ENHANCEMENT PLAN**

12 **A. Purpose and Need for the FHEP**

13 The Ventura River Steelhead Population and the Population's habitat needs have been
14 studied for decades by multiple local, state and federal entities, including, without limitation, by
15 Casitas through its implementation of the Biological Opinion for the Robles Fish Passage Facility
16 Project, by CDFW through its ongoing Coastal Monitoring Program and previous Habitat and
17 Instream Flow Evaluation for Steelhead in the Ventura River, Ventura County, and by the
18 National Marine Fisheries Service through the listing, critical habitat and recovery plan process
19 under the federal Endangered Species Act. As reflected in Exhibit "I" to this Physical Solution,
20 the habitats needs of the Ventura River Steelhead are generally understood. However, a plan that
21 identifies and assesses this existing body of information related to the Ventura River Steelhead
22 Population is needed for this Physical Solution. To create this document from these existing
23 sources, the Parties shall develop and implement the FHEP as described in this Section V of this
24 Physical Solution. The FHEP shall focus on the period between entry of this Physical Solution
25 and the completion of Matilija Dam removal. The FHEP shall be reviewed annually as part of the
26 Annual Report process and the adaptive management process. It may also be amended and
27 updated on a cycle to be specified in the FHEP.
28

1 **B. Contents of the FHEP**

2 The specific contents of and guidelines for preparing the FHEP are set forth in Exhibit “J”
3 to this Physical Solution. As described in Exhibit “J”, the FHEP shall be prepared using the
4 existing body of information related to the Ventura River Steelhead Population and shall include:
5 goals and objectives; assessment of existing information; proposed management actions;
6 recommendations regarding current and potential future monitoring; adaptive management; and a
7 proposed budget and timeline.

8 After Matilija Dam removal, the Management Entities shall reevaluate the scope and
9 content of the FHEP and the continued necessity of the FHEP.

10 **C. FHEP Preparation**

11 The FHEP shall be prepared by the Watershed TAC. The cost of each member of the
12 Watershed TAC to participate in drafting the FHEP shall be borne by each entity appointing a
13 member to the Watershed TAC. Each entity appointing a member to the Watershed TAC may
14 also retain consultants, at their sole cost, to support the effort to prepare the FHEP. In addition,
15 the Watershed TAC may collectively retain consultants to support the effort to prepare the FHEP
16 if the Watershed TAC concludes that retaining consultants will be more cost effective or will
17 cause the timely completion of the FHEP. The entities appointing members to the Watershed
18 TAC may pool their collective resources to fund the cost of such consultants or may work with
19 the Management Entities and Bound Parties to seek funding for such consultants. Upon
20 completion of the draft FHEP, the Watershed TAC shall submit the draft FHEP to the
21 Management Entities for consideration and recommended approval.

22 **D. Schedule for Completion of the draft FHEP**

23 The draft FHEP shall be prepared and submitted to the Management Entities for
24 recommended approval within 18 months of the entry of this Physical Solution.

25 **E. Management Entity Consideration and Action on the FHEP**

26 Upon receipt of the draft FHEP from the Watershed TAC, the Management Entities shall
27 have thirty (30) days to conduct a staff level review of the FHEP. Based on this staff level
28 review, the Management Entities may request clarifications or corrections to the draft FHEP from

1 the Watershed TAC. The Watershed TAC shall have thirty (30) days to consider these requests
2 for clarifications or corrections and return the draft FHEP to the Management Entities. If the staff
3 level review does not result in requested clarifications or corrections to the draft FHEP, or upon
4 the return of the draft FHEP to the Management Entities after consideration of the requested
5 clarifications or corrections, the Management Entities shall promptly post the draft FHEP on their
6 websites, provide notice of the draft FHEP to their email distribution lists and solicit public
7 comments on the draft FHEP to be submitted within forty-five (45) days of the notice. At the end
8 of the 45-day comment period, and unless extended for good cause by the Management Entities,
9 the Watershed TAC shall prepare and submit to the Management Entities written responses to
10 comments received on the draft FHEP. After receiving the Watershed TAC's written responses,
11 the Management Entities shall schedule open and public meetings to consider a final FHEP.
12 After the open and public meetings, the Management Entities shall, in writing: (a) approve the
13 FHEP; (b) approve the FHEP with specified conditions; or
14 (c) disapprove the FHEP. If the FHEP is approved by the Management Entities, the decision of
15 the Management Entities may be subject to Court review as provided in this Physical Solution. If
16 the FHEP is approved with specified conditions or is disapproved, the Watershed TAC shall have
17 sixty (60) days to seek to address any conditions or deficiencies noted by the Management
18 Entities, and resubmit the revised FHEP for consideration by the Management Entities. If the
19 Watershed TAC timely resubmits a draft FHEP to the Management Entities, the same process and
20 timelines as described above for initial consideration of the FHEP shall be repeated. If the
21 Watershed TAC does not timely resubmit the draft FHEP, or if the Management Entities do not
22 approve the resubmitted proposed FHEP, the actions of the Management Entities may be subject
23 to Court review as provided in this Physical Solution. Future amendments or updates to the
24 FHEP, including the Final FHEP, shall follow this same process and timeline.

25 **F. Implementation of the FHEP**

26 Once approved, the Management Entities shall consider actions to implement the FHEP as
27 part of their actions to implement this Physical Solution.
28

1 **G. Updates and Amendments to the FHEP**

2 The Management Entities shall annually review the FHEP as part of developing their
3 Annual Report and consistent with the adaptive management process in the FHEP. The FHEP
4 shall also establish cycles for other periodic updates to the FHEP by the Watershed TAC. If the
5 Matilija Dam removal is delayed beyond the schedule contemplated in this Physical Solution, the
6 FHEP may need to be updated prior to Dam removal. After Dam removal, the Management
7 Entities, with input from the Watershed TAC, shall evaluate whether a continued FHEP is
8 necessary (and if so consider a comprehensive FHEP revision).

9 **VI. GENERAL PROVISIONS**

10 **A. Continuing Jurisdiction**

11 The Court retains and reserves full jurisdiction, power and authority, upon motion of a
12 Bound Party, to make such further or supplemental order as may be necessary or appropriate to
13 interpret, enforce, administer, or carry out this Physical Solution, and to provide for such other
14 matters that are not addressed by this Physical Solution, which might occur in the future, and
15 which if not provided for would defeat the purpose of this Physical Solution. The quantification
16 of individual water rights and the declaration of relative priorities among the Bound Parties is
17 expressly reserved, without prejudice, for future determination as may be required by the Court at
18 a later date, as necessary to maintain and implement this Physical Solution.

19 **B. Dispute Resolution Process**

20 Except as otherwise expressly provided in this Physical Solution, the Bound Parties shall
21 attempt to resolve all disputes arising under this Physical Solution through informal negotiations.
22 The dispute shall be considered to have arisen when a Bound Party sends a written **Notice of**
23 **Dispute** to another Bound Party or Management Entity. Such Notice of Dispute shall state
24 clearly the factual and legal basis of the dispute. The period of informal negotiations shall not
25 exceed thirty (30) days from the date of receipt of the Notice of Dispute to the Bound Party or
26 Management Entity, unless that period is modified by written agreement of all Parties
27 participating in the informal negotiations. If a dispute cannot be resolved through informal
28 negotiations, the Bound Party that initiated the dispute may file a written request with the

1 applicable Management Entity or Entities to consider a disputed issue through an open and public
2 process.

3 Upon receipt of the written request to consider a disputed issue, the applicable
4 Management Entity or Entities shall cause the disputed item to be placed on the agenda for the
5 next regularly scheduled meeting of the Management Entity occurring within sixty (60) days, or,
6 if requested by the party initiating the dispute, consider calling a special meeting for the purpose
7 of providing a full consideration of the dispute, and providing interested Bound Parties with
8 notice and an opportunity to be heard. However, a Management Entity shall not consider any
9 dispute unless and until informal negotiations under the above paragraph have occurred and have
10 been unsuccessful at resolving the dispute. No later than forty-five (45) days following the
11 conclusion of the Management Entity or Entities meeting at which the dispute is considered, the
12 Management Entity or Entities shall issue a written decision that is dispositive of the dispute and
13 that is supported by written findings. Any Bound Party may seek review of a decision of the
14 Management Entity or Entities on a disputed issue in accordance with the provisions of this
15 Physical Solution in Section III.B.19 (Review of Actions of the Management Entities).

16 This section does not apply to any dispute wherein a Party seeks a determination of any
17 matter resolved by the Judgment and Physical Solution, including, without limitation, the rights
18 and relative priority rights to Water in the Watershed or to establish a comprehensive adjudication
19 of Water rights in the Watershed, which shall be resolved by the Court. This Physical Solution
20 does not determine water rights and does not grant the Management Entities any authority to do
21 so.

22 This section also does not apply when the State Board or CDFW contends that there is an
23 immediate and irreparable risk of injury to *O. mykiss* in the Watershed.

24 The Management Entities may coordinate to develop additional processes designed to
25 resolve written requests prior to the consideration and final decision of the Management Entity.

26 **C. Uncontrollable Conditions Process**

27 If a Bound Party determines that an Uncontrollable Condition has arisen that will delay or
28 prevent achievement of an action required by this Physical Solution, the Bound Party shall notify

1 the applicable Management Entity of the Uncontrollable Condition within thirty (30) days of the
2 date the Bound Party first knew of the Uncontrollable Condition, unless the Uncontrollable
3 Condition prevents the Bound Party from providing such notice within thirty (30) days, in which
4 case the Bound Party shall provide the notice as soon as feasible thereafter. The Bound Party's
5 notice shall include: (a) an explanation and description of the alleged Uncontrollable Condition
6 and its effect on the Bound Party's performance of its obligation(s) under this Physical Solution;
7 (b) a description and schedule of all actions taken or to be taken to prevent or minimize the delay
8 and/or other adverse effects of the alleged Uncontrollable Condition; (c) if applicable, a proposed
9 extension of time for the Bound Party to complete a requirement under this Physical Solution;
10 (d) the Bound Party's rationale for attributing such delay to the alleged Uncontrollable Condition;
11 and (e) any available evidence supporting the claim that the delay was attributable to the alleged
12 Uncontrollable Condition.

13 The applicable Management Entity shall hold a noticed and public hearing regarding the
14 Uncontrollable Condition within sixty (60) days of notice from the Responsible Party, or as soon
15 as feasible thereafter given the nature of the Uncontrollable Condition. The applicable
16 Management Entity may confirm the Bound Party's determination, reject it or modify or adjust
17 the required action in question to preserve as feasible the original intent of the action.
18 Modifications or adjustments may include, but are not limited to, revised compliance timelines or
19 modifications of the obligation in question. During the pendency of the Management Entity's
20 review, the obligation or timeline is stayed. The Management Entity's decision is subject to
21 Court review as provided in this Physical Solution.

22 If the Uncontrollable Condition prevents or delays the Management Entity's ability to
23 perform an obligation under this Physical Solution, the Management Entity shall hold a noticed
24 and public hearing within sixty (60) days of the date it knew or should have known of the
25 Uncontrollable Condition, and shall make a determination regarding the existence of the
26 Uncontrollable Condition and any required modifications of the applicable requirement. If the
27 Uncontrollable Condition prevents the Management Entity from holding the noticed and public
28 hearing within the sixty (60) day period, the Management Entity shall hold the hearing as soon as

feasible thereafter. The decision of the Management Entity is subject to review by the Court as provided in this Physical Solution.

D. Actions Subject to and Not Subject to Funding Availability

This Physical Solution identifies specific actions that shall be taken by specific Responsible Parties under the direction of the Management Entities. Some of the specific actions include express funding commitments by specific identified Responsible Parties. For example, the following specific actions required by specific Responsible Parties contain express funding commitments by one or more Responsible Parties:

- Foster Park Protocols (Section IV.A.1);
- Foster Park Pipeline Relocation or Removal Project (Section IV.A.2);
- Foster Park Notch Project (Section IV.A.3);
- Robles Diversion Flow Protocols (Section IV.A.5);
- WCF Arundo Removal Program (Section IV.A.6);
- Participation in the Mainstem Flow Augmentation Committee Process (but not implementation of augmentation) (Section IV.A.7)
- Design and Permitting of the San Antonio Creek Pilot Project (Section IV.B.1);
- Initial portions of the Watershed Arundo Removal Program (Section IV.C.1);
- Rescue Plans and Procedures (Section IV.C.3); and
- Conservation Efforts (Section IV.C.6).

While still subject to the Uncontrollable Conditions provisions, performance of these actions shall be funded and undertaken by the specific identified Responsible Parties.

Similarly, this Physical Solution identifies specific actions to be taken and directly funded by the Management Entities, including the administrative tasks set forth in Sections III.B.1-7, 9, 11-18 and 20, as well as the monitoring required by Section III.B.10 of this Physical Solution. The respective Management Entities shall fund these actions, with the San Antonio Creek Management Entity funding its obligations through Casitas MWD's water rates and the Mainstem Management Entity funding its obligations through charges, fixed contributions or combination of funding sources to be developed and approved by the Mainstem Management Entity. While

1 subject to the Uncontrollable Conditions provisions, performance of these specific actions by the
2 Management Entities shall be funded and undertaken by the Management Entities. Nothing in
3 this provision prohibits the Management Entities from agreeing to fund other activities beyond
4 the administrative and monitoring tasks addressed herein. Any such additional funding shall be
5 reflected and implemented through their Annual Budgets. However, the only express funding
6 obligation of the Management Entities is as specified herein.

7 All other actions of this Physical Solution are subject to and contingent on obtaining a
8 Specific Funding Source to pay for their implementation, in addition to being subject to the
9 Uncontrollable Conditions provisions. To assist in obtaining such needed funding, all Bound
10 Parties shall reasonably support efforts to obtain Specific Funding Sources to implement the
11 unfunded actions in this Physical Solution, including by applying for grants when eligible and
12 appropriate. However, unless and until a Specific Funding Source is obtained for an unfunded
13 project, no Bound Party is obligated to implement the unfunded project.

14 **E. Actions Subject to and Not Subject to CEQA**

15 All individual projects called for in this Physical Solution or implemented under the
16 FHEP, which have not already complied with CEQA as of the date the Court enters this Physical
17 Solution and that shall be implemented by one or more Responsible Parties who are subject to
18 CEQA, shall be reviewed for required CEQA compliance. However, nothing related to the
19 procedural implementation of this Physical Solution (including development of the FHEP), nor
20 the decisions of any entity acting under the authority of this Physical Solution, including the
21 Management Entities, shall be deemed a “project” subject to CEQA. (See e.g., *California*
22 *American Water v. City of Seaside* (2010) 183 Cal.App.4th 471, and *Hillside Memorial Park &*
23 *Mortuary v. Golden State Water Co.* (2011) 205 Cal.App.4th 534). No Management Entity,
24 board, or committee formed under this Physical Solution shall be deemed a “public agency”
25 subject to CEQA. (See Public Resources Code § 21063.)

26 **F. Designation for Notice and Service**

27 Each Bound Party shall designate a name, address, and email address to be used for
28 purposes of all subsequent notices and service herein, either by its endorsement on this Physical

1 Solution or by a separate designation to be filed within thirty (30) days after entry of this Physical
2 Solution. A Bound Party may change its designation by filing a written notice of such change
3 with the appropriate Management Entity. If no designation is made, a Bound Party's designee
4 shall be deemed to be, in order of priority: (a) the Bound Party's attorney of record; (b) if the
5 Bound Party does not have an attorney of record, the Bound Party itself at the address specified
6 on the appropriate Management Entities' list.

7 **G. Transfer of Real Property**

8 Any Bound Party transferring any real property subject to this Physical Solution shall
9 notify the transferee of the existence of this Physical Solution and its binding effect on the real
10 property; provide grantee with a copy of this Physical Solution; and notify the appropriate
11 Management Entity of the transfer and file a written notice of transfer within ten (10) days after
12 the transfer of the real property, stating the name, address, email address, and other contact
13 information of the transferee. Transferee shall become a Bound Party, and if necessary, Ventura
14 shall substitute the transferee as Cross-Defendant pursuant to Code of Civil Procedure section
15 368.5.

16 **H. Service of Documents**

17 Unless otherwise ordered by the Court, delivery to or service to any Bound Party by the
18 Court or any Bound Party of any document required to be served upon or delivered to any Bound
19 Party, or notice required to be given by the Management Entities or any Bound Party, pursuant to
20 this Physical Solution shall be deemed made if by electronic service using the Notice List
21 maintained by the Management Entities. All notices or service of documents pursuant to this
22 Physical Solution by Management Entities or any Bound Party shall be made by electronic mail
23 to the greatest extent feasible. Service or notice shall be deemed sufficient if the service or notice
24 is provided using the current Notice List maintained by the Management Entities.

25 **I. No Abandonment of Rights; Reservation of Rights**

26 In the interest of the Watershed, and consistent with the Constitutional principles of
27 reasonable and beneficial use, no Bound Party shall use more water than is reasonably required.
28 Failure to use all of the water from the Watershed to which a Bound Party is entitled shall not, in

1 and of itself, be deemed or constitute an abandonment of such Bound Party's right, in whole or in
2 part. All Bound Parties reserve all of their respective water rights claims and all defenses of any
3 nature, including public trust. This Physical Solution does not determine water rights, priority, or
4 allocate water, and the Bound Parties reserve all such claims and defenses related thereto.

5 Although all Bound Parties reserve all of their respective water rights claims and defenses
6 of any nature, Ventura agrees to one express restriction on the potential future affirmative
7 assertion against any Bound Party of the water rights alleged in its Third Cause of Action in the
8 Third Amended Cross-Complaint (Declaratory Relief—Pueblo and/or Treaty Water Rights).
9 With regard to this alleged water rights claim only, Ventura agrees that it shall not assert this
10 claim affirmatively and unilaterally against any Bound Party in an effort to eliminate or obtain a
11 higher level of priority against a Bound Party. However, if a Bound Party seeks to affirmatively
12 attack, curtail, subvert or eliminate Ventura's water rights claims, Ventura reserves the right to
13 assert the claims alleged in the Third Cause of Action, in addition to any others, against the
14 specific party challenging Ventura's water rights claims. This defense shall not be extended to
15 any party that has not affirmatively sought to attack, curtail, subvert or eliminate Ventura's water
16 rights claims. As an example, should a party on the Ventura Mainstem ever attack Ventura's
17 water rights claims, Ventura shall not assert pueblo or treaty rights claims against any party in the
18 SAC Sub Watershed.

19 **J. Default Judgment**

20 As more fully explained in the Statement of Decision, this Physical Solution constitutes a
21 Default Judgment against all Defaulted Parties.

22 **K. Intervention after Entry of Physical Solution**

23 Any Person who is not a Bound Party or successor to a Bound Party and who proposes to
24 Produce water from the Watershed, other than the federal government, is required to seek to
25 become a Party subject to this Physical Solution through a noticed motion to intervene in this
26 Physical Solution prior to commencing any Production. Thereafter, if approved by the Court,
27 such intervener shall be a Bound Party in this Physical Solution. At its election, the federal
28 government may become a Bound Party to this Physical Solution through a noticed motion to

1 intervene in this Physical Solution.

2 **L. Physical Solution Binding on Successors**

3 Subject to the specific provisions contained in this Physical Solution, this Physical
4 Solution applies to, and is binding upon, and inures to the benefit of the Bound Parties to this
5 Action and all their respective heirs, successors-in-interest, and assigns.

6 **M. Costs and Fees**

7 Except subject to any existing court orders, each Bound Party shall bear its own costs and
8 attorney's fees arising from the Action.

9 **N. Heading and Section References**

10 Headings and section references appearing in this Physical Solution are inserted solely as
11 reference aids for ease and convenience; they shall not be deemed to define or limit the scope or
12 substance of the provisions they introduce, nor shall they be used in construing the intent or effect
13 of such provisions.

14 **O. No ThirdParty Beneficiaries**

15 There are no intended third-party beneficiaries of any right or obligation of the Bound
16 Parties.

17 **P. Severability**

18 Except as specifically provided herein, the provisions of this Physical Solution are not
19 severable.

20 **Q. Cooperation and Further Acts**

21 The Bound Parties shall fully cooperate with one another and shall take any additional
22 acts or sign any additional documents as may be necessary, appropriate or convenient to attain the
23 purposes of this Physical Solution.

24 **R. Limited Exception for Certain Oil and Gas Wells**

25 This Physical Solution does not apply to oil production-related wells that extract waters
26 that have been determined not to be underground sources of drinking water in accordance with
27 the Safe Drinking Water Act, or are otherwise exempted from protection pursuant to 40 Code of
28 Federal Regulations section 146.4 and the California Public Resources Code section 3131, or are

1 otherwise regulated by the California Department of Conservation, Geologic Energy Division,
2 including under a Permit to Conduct Well Operations and a Notice of Intent. This limited
3 exception does not relieve a Bound Party who operates such oil production-related wells from
4 compliance with other applicable terms of this Physical Solution with respect to wells that do not
5 fall within this limited exception.

6 **S. Compliance with Physical Solution**

7 Each and every Bound Party, its officers, directors, agents, employees, successors, and
8 assigns is enjoined and restrained from violating the terms of this Physical Solution and shall
9 comply with all provisions of this Physical Solution, and with all final rules and decisions of the
10 Management Entities.

11 **T. Exhibits and Other Writings**

12 Any and all exhibits, documents, instruments, certificates or other writing attached hereto
13 or required or provided for by this Physical Solution, shall be part of this Physical Solution and
14 shall be considered set forth in full at each reference thereto in this Physical Solution.

15 **U. No Limitation on Statutory Authority.**

16 This Physical Solution is not a permit, or a modification of any permit, under any federal,
17 State or local laws or regulations. The Bound Parties remain responsible for compliance with all
18 applicable federal, State or local laws, regulations and permit. Except as expressly provided in
19 this Physical Solution, this Physical Solution does not affect or limit the authority of any Bound
20 Party to fulfill its constitutional, statutory, regulatory, or contractual responsibilities under
21 applicable law, including, but not limited to, the exercise of statutory or regulatory authority by
22 the State Board under the Water Code, by CDFW under the Fish and Game Code (including
23 without limitation, the California Endangered Species Act and Fish and Game Code section 1600,

24 ///

25 ///

26 ///

27 ///

28 ///

et. seq.), by the Ventura County Watershed Protection District in implementing Ordinance No. WP-2, and by any public agency under SGMA or its implementing regulations; provided, however, that no Bound Party shall use its authorities to violate this Physical Solution.

Dated: _____, 2026

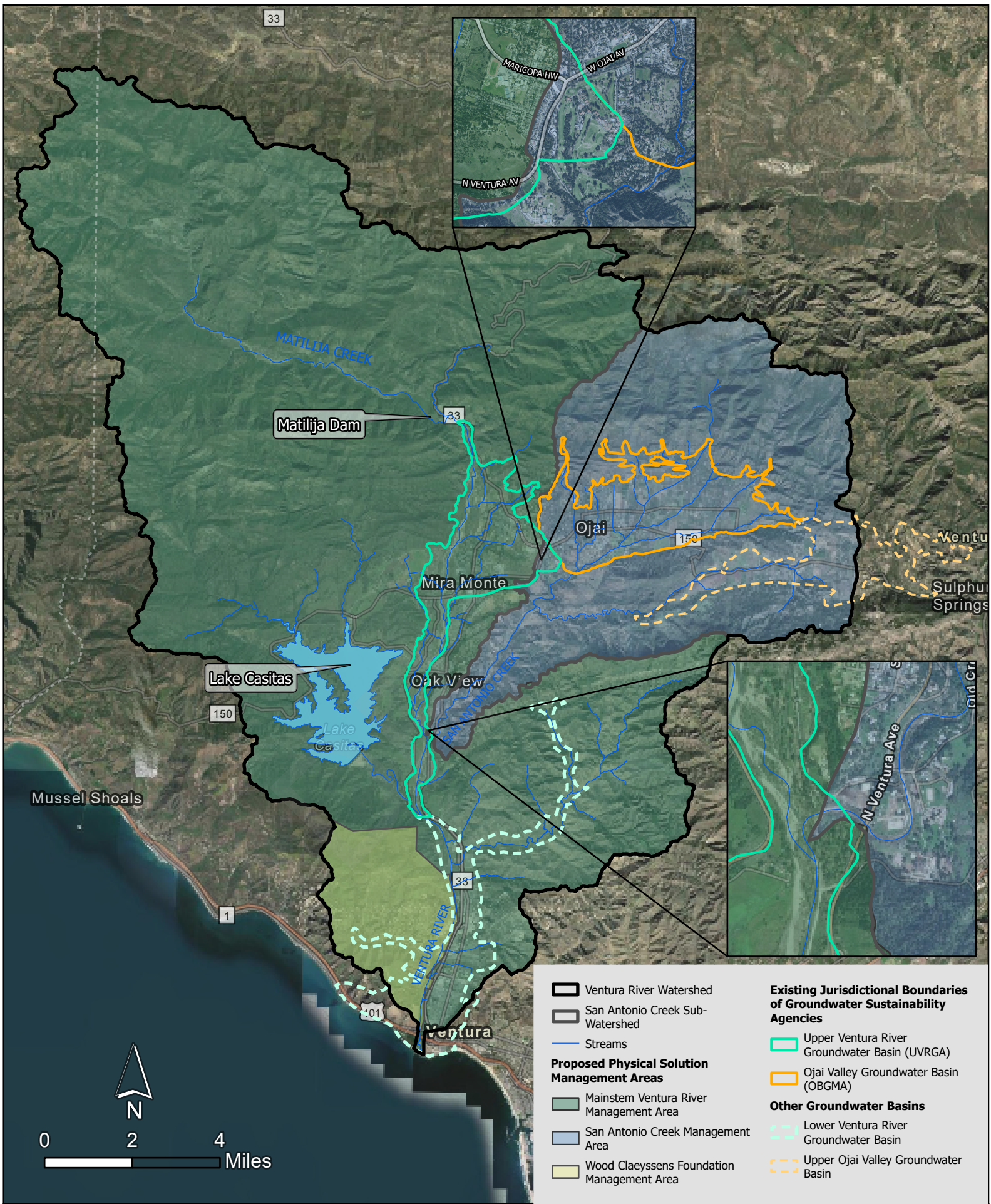
BY: _____

JUDGE OF THE SUPERIOR COURT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A – Map of Watershed and Management Areas

DRAFT



Ventura River Watershed Proposed Management Areas

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit B – Order Establishing Watershed and Basin Boundaries

DRAFT

SHAWN HAGERTY, Bar No. 182435
shawn.hagerty@bbkllaw.com
BEST BEST & KRIEGER LLP
655 West Broadway, 15th Floor
San Diego, California 92101
Telephone: (619) 525-1300
Facsimile: (619) 233-6118

Exempt From Filing Fees Pursuant to
Cal. Gov't Code § 6103

CHRISTOPHER M. PISANO, Bar No. 192831
christopher.pisano@bbkllaw.com
SARAH CHRISTOPHER FOLEY, Bar No. 277223
sarah.foley@bbkllaw.com
PATRICK D. SKAHAN, Bar No. 286140
patrick.skahan@bbkllaw.com
BEST BEST & KRIEGER LLP
300 South Grand Avenue, 25th Floor
Los Angeles, California 90071
Telephone: (213) 617-8100
Facsimile: (213) 617-7480

FILED
Superior Court of California
County of Los Angeles
01/13/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: A. Lim Deputy

Attorneys for Respondent and Cross-Complainant
CITY OF SAN BUENAVENTURA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SANTA BARBARA CHANNELKEEPER, a
California non-profit corporation,

Petitioner,

v.

STATE WATER RESOURCES CONTROL
BOARD, etc., et al.,

Respondents.

Case No. 19STCP01176

Judge: Honorable William F. Highberger

~~PROPOSED~~ ORDER ESTABLISHING
WATERSHED AND BASIN BOUNDARIES

Dates: December 9, 2021 and
December 13, 2021

Times: 2:30 p.m. and 4:00 p.m.
Dept: 10

CITY OF SAN BUENAVENTURA, etc.,

Cross-Complainant

v.

DUNCAN ABBOTT, an individual, et al.

Cross-Defendants.

Action Filed: Sept. 19, 2014
Trial Date: Feb. 14, 2022

~~PROPOSED~~ ORDER

PLEASE TAKE NOTICE that on December 9, 2021 at 2:30 p.m. and on December 13, 2021 at 4:00 p.m., in Department S10 of the Los Angeles County Superior Court, this Court held Order to Show Cause hearings as to why the Court should not issue an order establishing (1) the boundaries of the Ventura River Watershed (Watershed), as defined by the U.S. Geological Survey (USGS) National Hydrography Dataset and Watershed Boundary Dataset and (2) the boundaries of the Watershed's four groundwater basins, as defined by the California's Department of Water Resources (DWR) in Bulletin 118, in advance of the Phase 1 Trial.

THIS COURT ORDERS as follows:

1. Watershed Boundaries. The boundaries of the Ventura River Watershed (Watershed) are the boundaries defined by the U.S. Geological Survey (USGS) National Hydrography Dataset and Watershed Boundary Dataset as 10-digit Hydrologic Unit Code (HUC) 1807010101 – Ventura River Watershed as of the date of this order. USGS may adjust these boundaries from time to time, and the Court may amend this order in the future to adjust the Watershed boundaries based on new or additional information, as necessary. This order is without prejudice to any party arguing that the Court needs to consider the adjacent Santa Clara River Watershed before making any final determination in Phase 1 Trial.
2. Groundwater Basin Boundaries. There are four DWR-defined groundwater basins and subbasins (basin numbers 4-1, 4-2, 4-3.01, and 4-3.02) located wholly or partially within the Watershed, and their lateral boundaries are defined by DWR's Bulletin 118 as of the date of this order and as more fully set forth below. DWR may adjust these boundaries from time to time through updates to Bulletin 118 or through the process set forth in Code of Civil Procedure section 841. This order is without prejudice to any party arguing that the Court needs to consider the adjacent Santa Clara River Watershed before making any final determination in Phase 1 Trial.

- 1 a. The boundaries of basin 4-1 the Upper Ojai Valley Groundwater Basin
2 (Upper Ojai Basin) are the boundaries defined by DWR in Bulletin 118.
3 The Bulletin 118 – Update 2020 basin boundaries description, including a
4 map, for the Upper Ojai Basin is attached hereto as Exhibit 1.
- 5 b. The boundaries of basin 4-2, the Ojai Valley Groundwater Basin (Ojai
6 Basin) are the boundaries defined by DWR in Bulletin 118. The Bulletin
7 118 – Update 2020 basin boundaries description, including a map, for the
8 Ojai Basin is attached hereto as Exhibit 2.
- 9 c. The boundaries of basin 4-3.01, the Ventura River Valley – Upper
10 Ventura River Subbasin (Upper Ventura Basin) are the boundaries
11 defined by DWR in Bulletin 118. The Bulletin 118 – Update 2020 basin
12 boundaries description, including a map, for the Upper Ventura Basin is
13 attached hereto as Exhibit 3.
- 14 d. The boundaries of basin 4-3.02, the Ventura River Valley – Lower
15 Ventura River Subbasin (Lower Ventura Basin) are the boundaries
16 defined by DWR in Bulletin 118.¹ The Bulletin 118 – Update 2020 basin
17 boundaries description, including a map, for the Lower Ventura Basin is
18 attached hereto as Exhibit 4.

19
20 IT IS SO ORDERED.
21
22
23

24 ¹ The Court is only making a determination as to the lateral boundaries of the groundwater basins as defined in
25 Bulletin 118 and is not making any specific determination as to the definition in Bulletin 118 regarding the depth or
26 definable bottom, if any, of the Lower Ventura Basin. The Court is expressly reserving issues raised by Cross-
27 Defendant Aera Energy LLC regarding the connectivity of the Lower Ventura Basin with geologic formations
28 employed for oil and gas-related operations and the “exempt aquifer” below the Lower Ventura Basin as defined by
the California Department of Conservation Geologic Energy Management Division and the U.S. Environmental
Protection Agency under the federal Safe Drinking Water Act. Such questions shall be reserved for future phases of
the trial, if not otherwise addressed by stipulation of the parties.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: 01/13/2022



W. F. Highberger

William F. Highberger, Judge
JUDGE OF THE SUPERIOR COURT

DRAFT

EXHIBIT 1

DRAFT

EXHIBIT 1

4-001 UPPER OJAI VALLEY

Basin Boundaries Description

2003

- County: Ventura
- Surface Area: 3,800 acres (5.9 square miles)

Summary

The Upper Ojai Valley Groundwater basin is bounded by the Ojai Valley Groundwater Basin on the north, the Topatopa Mountains on the east, Sulfur Mountain on the south, and near impermeable rocks of the Santa Ynez Mountains elsewhere. The valley is drained westward by Lion Canyon into San Antonio Creek and eastward by Sisar Creek to Santa Paula Creek.

DRAFT

Map

4-001 – OJAI VALLEY



[Map Link](#)

References

This table contains the reference listings for the citations noted in the Summary. Each reference contains the name of the reference and the publication date. For more information, email sgmps@water.ca.gov.

<u>Citation</u>	<u>Pub Date</u>

EXHIBIT 2

DRAFT

EXHIBIT 2

4-002 OJAI VALLEY

Basin Boundaries Description

2016

Summary

The Ojai Valley groundwater basin is located in the central-western portion of Ventura County. The basin is bound on the north by consolidated rocks of the Topatopa Mountains. The easternmost portion of the basin is separated from the adjacent Upper Ojai Valley groundwater basin by the San Cayetano fault. The basin is bound on the south by the Santa Ana fault and the consolidated rocks of Black Mountain. A surface water divide and a subsurface bedrock ridge that forms a groundwater divide separates the basin from the adjoining Upper Ventura River subbasin to the west. South of the Santa Ana fault, thin terrace deposits underlain by bedrock and lacking direct subsurface hydraulic connection with the basin are excluded from the basin. These alluvial terrace deposits have little to no significant groundwater storage capacity. The boundary is defined by 13 segments detailed in the descriptions below.

Segment Descriptions

This table describes each line segment composing the basin boundary polygon for this basin. It includes fields describing the segment label, segment type, segment description, and cited reference. For more information, email sgmps@water.ca.gov.

<u>Segment Label</u>	<u>Segment Type</u>	<u>Description</u>	<u>Ref</u>
1-2	- Alluvial	Begins from point (1) and crosses the Quaternary alluvium to point (2).	{a}
2-3	E Alluvial	Continues from point (2) and follows the contact of Quaternary alluvium with various Tertiary sedimentary rocks to point (3).	{b}
3-4	- Alluvial	Continues from point (3) and crosses Quaternary alluvium to point (4).	{a}
4-5	E Alluvial	Continues from point (4) and follows the contact of Quaternary alluvium with Tertiary Cozy Dell Shale to point (5).	{b}
5-6	- Alluvial	Continues from point (6) and follows the contact of Quaternary alluvium with various Tertiary sedimentary rocks to point (7).	{b}
6-7	E Alluvial	Continues from point (5) and crosses Quaternary alluvium to point (6).	{a}
7-8	- Fault	Continues from point (7) and follows the San Cayetano fault to point (8).	{c}
8-9	E Alluvial	Continues from point (8) and follows the contact of Quaternary alluvium with various Tertiary sedimentary rocks to point (9).	{b}
9-10	- Fault	Continues from point (9) and follows the Santa Ana fault to point (10).	{a}

10-11	E Alluvial	Continues from point (10) and follows the contact of Quaternary alluvium with Sespe Formation to point (11).	{d}
11-12	I Groundwater Divide	Continues from point (11) and follows a subsurface bedrock ridge and a surface divide to point (12).	{a}
12-1	E Alluvial	Continues from point (12) and follows the contact of Quaternary alluvium with various Tertiary sedimentary rocks and ends at point (1).	{d}
13-13	E Alluvial	Island within the basin boundary: begins from point (13) and follows the contact of the Quaternary alluvium with Coldwater Sandstone and Cozy Dell Shale and ends at point (13).	{b}

DRAFT

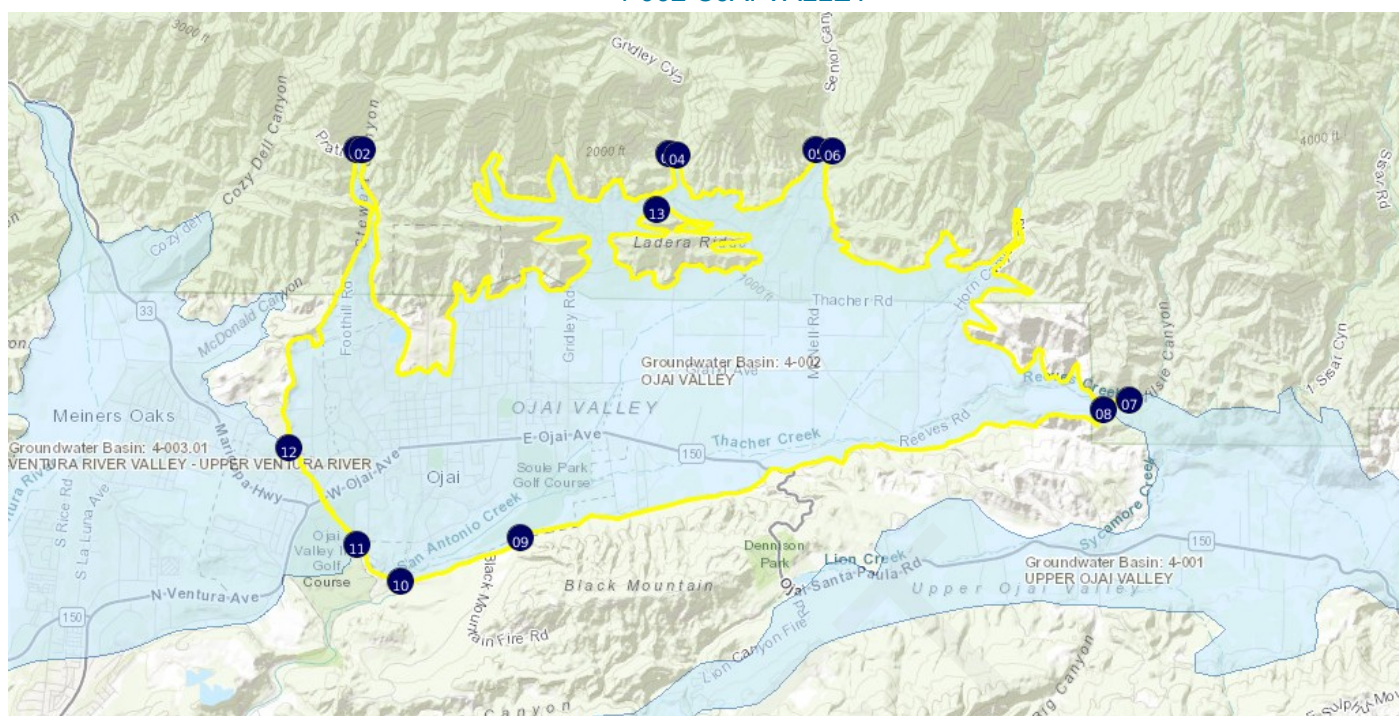
Significant Coordinates

This table contains the latitudes and longitudes of all the beginning and ending points of each segment comprising the basin boundary polygon for this basin. For more information, email sgmps@water.ca.gov.

<u>Point</u>	<u>Latitude</u>	<u>Longitude</u>
1	34.478450793	-119.254761878
2	34.478452261	-119.253960199
3	34.478005123	-119.215409106
4	34.477954846	-119.214341855
5	34.478460727	-119.196917412
6	34.478300258	-119.19480887
7	34.452385212	-119.157425748
8	34.451419976	-119.160576289
9	34.438199307	-119.234069884
10	34.433549061	-119.249251927
11	34.437432018	-119.254670854
12	34.44740611	-119.263274675
13	34.472303032	-119.216908514

Map

4-002 OJAI VALLEY



[Map Link](#)

References

This table contains the reference listings for the citations noted in the segment description table. Each reference contains the name of the reference, in addition to the publication date. For more information, email sgmps@water.ca.gov.

Ref	Citation	Pub Date	Global ID
{a}	BBMRS	varies	45
{b}	California Department of Conservation, California Geologic Society (CGS), Geologic Map of the Ojai 7.5' Quadrangle, Ventura County, California: A Digital Database, Version 1.0, 1:24,000, S.S. Tan, P.J. Irvine, C.I. Gutierrez. ftp://ftp.consrv.ca.gov/pub/dmg/rgmp/Prelim_geo_pdf/Ojai_prelim.pdf	2005	78
{c}	California Geological Survey (CGS), Geologic Atlas of California Map No. 008, Los Angeles Sheet, , 1:250,000, Charles W. Jennings and Rudolph G. Strand. URL: http://www.quake.ca.gov/gmaps/GAM/losangeles/losangeles.html	1969	33
{d}	California Geological Survey (CGS), Geologic Map of the Matilija Quadrangle, 1:24,000, S.S. Tan and T.A. Jones. URL: http://www.conservation.ca.gov/cgs/rghm/rgm/Pages/preliminary_geologic_map.aspx	2006	51

Footnotes

- I: Internal
- E: External

EXHIBIT 3

DRAFT

EXHIBIT 3

4-003.01 VENTURA RIVER VALLEY – UPPER VENTURA RIVER

Basin Boundaries Description

2016

Summary

The Upper Ventura River groundwater subbasin is located in central-western Ventura County. The subbasin is bound on the north by impermeable rocks of the Santa Ynez Mountains. A subsurface bedrock ridge and groundwater divide separates the subbasin from the adjacent Ojai Valley groundwater basin to the east. The subbasin is bound on the southeast and the west by consolidated Tertiary sediments. The subbasin extends south in the Ventura River Valley to where it meets the Lower Ventura River subbasin at a narrow portion of the valley and at the approximate location of the Red Mountain fault. The subbasin boundary is defined by eleven (11) segments detailed in the descriptions below.

Segment Descriptions

This table describes each line segment composing the basin boundary polygon for this basin. It includes fields describing the segment label, segment type, segment description, and cited reference. For more information, email sgmps@water.ca.gov.

<u>Segment Label</u>	<u>Segment Type</u>	<u>Description</u>	<u>Ref</u>
1-2	E Alluvial	Begins at point (1) and generally follows the contact of Quaternary alluvium with various Tertiary sedimentary rocks to point (2).	{a}
2-3	I Groundwater Divide	Continues from point (2) and follows a subsurface bedrock ridge, a groundwater divide, and a surface divide to point (3).	{b}
3-4	E Alluvial	Continues from point (3) and follows the contact of Quaternary alluvium with Sespe Formation to point (4).	{a}
4-5	- Fault	Continues from point (4) and follows an unnamed fault to point (5).	{c}
5-6	E Alluvial	Continues from point (5) and follows the contact of active alluvium and colluvium with lower permeability older alluvium to point (6).	{b}
6-7	- Fault	Continues from point (6) and follows the Santa Ana Fault to point (7).	{a}
7-8	E Alluvial	Continues from point (7) and follows the contact of active alluvium with older alluvium and various Tertiary sedimentary rocks to point (8).	{d}
8-9	I Alluvial	Continues from point (8) and crosses the alluvium of the Ventura River valley at the Casitas Vista bridge to point (9).	{b}

9-10	E Alluvial	Continues from point (9) and generally follows the contact of Quaternary alluvium with various Tertiary sedimentary rocks to point (10).	{d}
10-11	E Alluvial	Continues from point (10) and crosses the older alluvium, excluding an area of thin alluvium and Sespe Formation in the west and including areas of thick alluvium in the east, to point (11).	{b}
11-1	E Alluvial	Continues from point (11) and generally follows the contact of Quaternary alluvium with various Tertiary sedimentary rocks and ends at point (1).	{d}

DRAFT

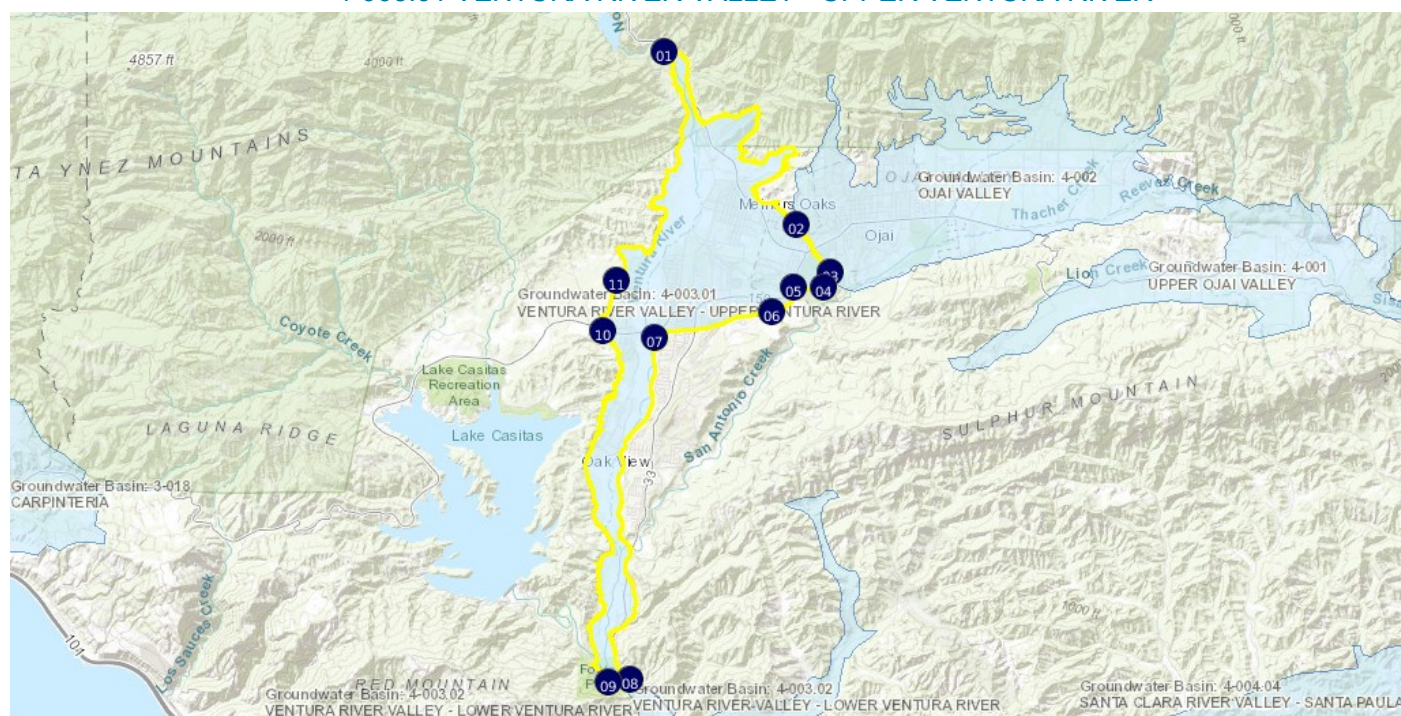
Significant Coordinates

This table contains the latitudes and longitudes of all the beginning and ending points of each segment comprising the basin boundary polygon for this basin. For more information, email sgmps@water.ca.gov.

<u>Point</u>	<u>Latitude</u>	<u>Longitude</u>	
1	34.483285737	-119.296538818	
2	34.44740611	-119.263274675	
3	34.437432018	-119.254670854	
4	34.434436555	-119.256415077	
5	34.434229067	-119.263895252	
6	34.429193615	-119.26953361	
7	34.423808356	-119.299086585	
8	34.352634947	-119.30500381	
9	34.352287913	-119.310520285	
10	34.425195196	-119.311964195	
11	34.435726436	-119.308534536	

Map

4-003.01 VENTURA RIVER VALLEY - UPPER VENTURA RIVER



[Map Link](#)

References

This table contains the reference listings for the citations noted in the segment description table. Each reference contains the name of the reference, in addition to the publication date. For more information, email sgmps@water.ca.gov.

Ref	Citation	Pub Date	Global ID
{a}	California Geological Survey (CGS), Geologic Map of the Matilija Quadrangle, 1:24,000, S.S. Tan and T.A. Jones.URL: http://www.conservation.ca.gov/cgs/rghm/rgm/Pages/preliminary_geologic_maps.aspx	2006	51
{b}	BBMRS	varies	45
{c}	Minor, S.A., and Brandt, T.R., 2015, Geologic map of the southern White Ledge Peak and Matilija quadrangles, Santa Barbara and Ventura Counties, California: U.S. Geological Survey Scientific Investigations Map 3321, 34 p., 1 sheet, 1:24,000, https://dx.doi.org/10.3133/sim3321 .	5/26/2015	96
{d}	California Geological Survey (CGS), Geologic Compilation of Quaternary Surficial Deposits in Southern California, T.L. Bedrossian, P. Roffers, C.A. Hayhurst, J.T. Lancaster, and W.R. Short.URL: http://www.conservation.ca.gov/cgs/fwgp/Pages/sr217.aspx	2012	50

Footnotes

- I: Internal
- E: External

EXHIBIT 4

DRAFT

EXHIBIT 4

4-003.02 VENTURA RIVER VALLEY – LOWER VENTURA RIVER

Basin Boundaries Description

2003

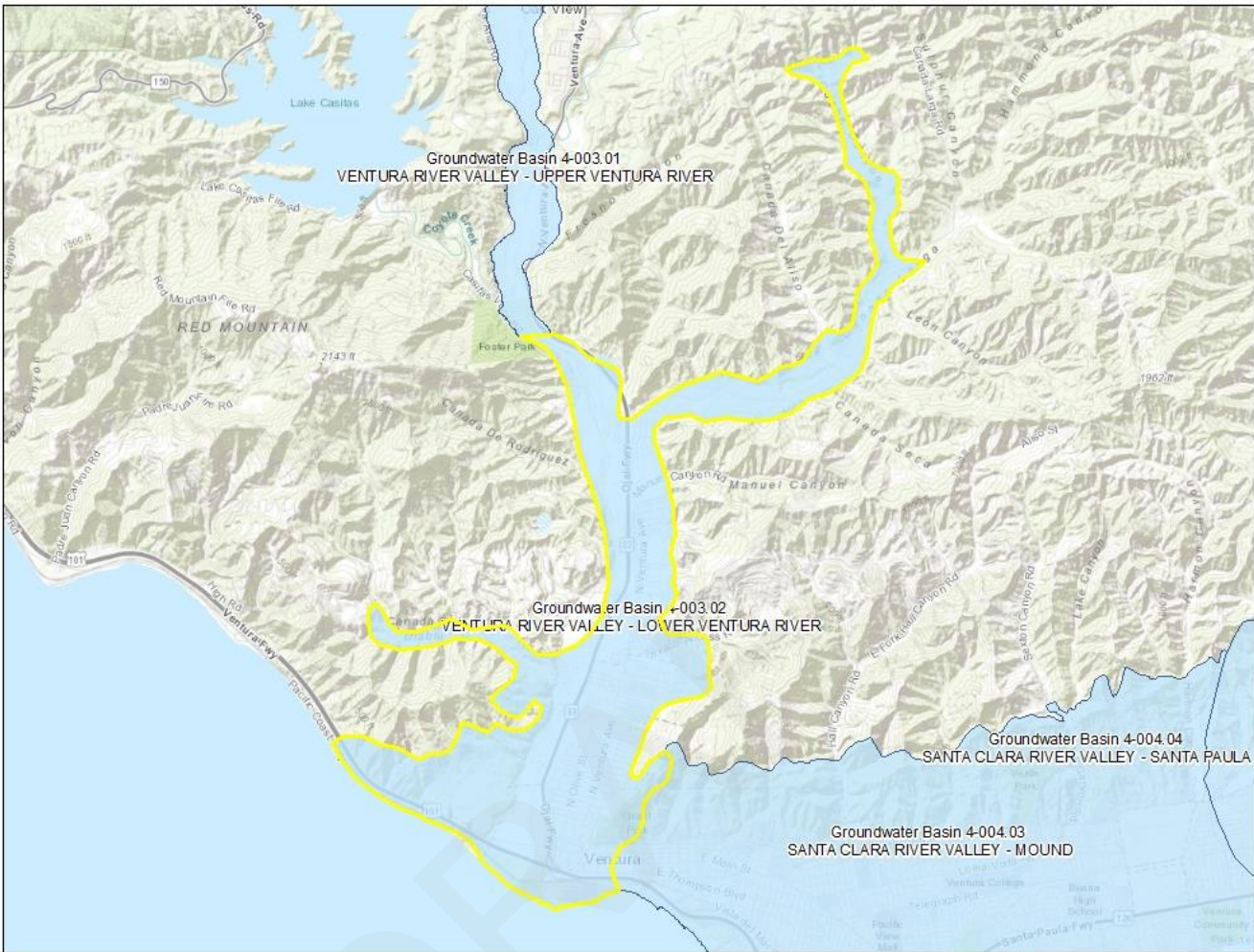
- County: Ventura
- Surface Area: 5,300 acres (8.3 square miles)

Summary

The Lower Ventura River Subbasin is bounded on the north by the Upper Ventura River Subbasin, on the south by the Pacific Ocean and Mound Subbasin of the Santa Clara River Valley Groundwater Basin, and elsewhere by near impervious rocks of the Santa Ynez Mountains (DPW 1933; Panaro 2000). The valley is drained by Canada Larga and the Ventura River.

Map

4-003.02 – VENTURA RIVER VALLEY – LOWER VENTURA RIVER



[Map Link](#)

References

This table contains the reference listings for the citations noted in the Summary. Each reference contains the name of the reference and the publication date. For more information, email sgmps@water.ca.gov.

<u>Citation</u>	<u>Pub Date</u>
California Department of Public Works, Division of Water Resources (DPW). 1933. <i>Ventura County Investigation</i> . Bulletin 46.	1933
Panaro, D. 2000. Fox Canyon Groundwater Management Agency: Written Communication to R.R. Davis (DWR), March 21, 2000.	2000

Exhibit C—Interim Order Confirming An Exempt Cross-Defendant Class

DRAFT

10/07/2022

Sherry R. Carter, Executive Officer / Clerk of Court

By: A. Lim Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SANTA BARBARA CHANNELKEEPER, a
California non-profit corporation,

Petitioner,

v.

STATE WATER RESOURCES CONTROL
BOARD, et al,

Respondents.

CITY OF SAN BUENAVENTURA, et al.,

Cross-Complainant,

v.

DUNCAN ABBOTT, an individual, et al.,

Cross-Defendants.

Case No. 19STCP01176

Judge: Hon. William F. Highberger

~~[PROPOSED]~~ INTERIM ORDER
CONFIRMING AN EXEMPT CROSS-
DEFENDANT CLASS

Action Filed: Sept. 19, 2014

Trial Date: Not Set

[PROPOSED] ORDER

The Court, having considered the request of Defendant and Cross-Complainant the City of San Buenaventura (Ventura), and Cross-Defendants the Casitas Municipal Water District (Casitas), the City of Ojai (Ojai), and the East Ojai Group (East Ojai Group) (collectively Initial Mediating Parties or IMPs), for an interim order confirming an exempt Cross-Defendant class consisting of Cross-Defendants who currently self-identify as diverting or extracting less than five (5) acre-feet per year (AFY) of water from the Ventura River Watershed, and hearing no objections thereto, FINDS AND ORDERS AS FOLLOWS:

1. The request is GRANTED on the terms and conditions set forth in this Order. Subject to the Court's continuing jurisdiction to address changed circumstances and enforce the terms and objectives of any final judgment entered, and subject to the other terms and conditions set forth in this Order, the Court confirms the existence of an exempt Cross-Defendant class consisting of Cross-Defendants who currently self-identify as diverting or extracting less than five (5) acre-feet per year (AFY) of water from the Ventura River Watershed (Exempt Cross-Defendant Class).

2. ~~This Court has broad authority to confirm the Exempt Cross-Defendant Class pursuant to its powers under Article X, section 2 of the California Constitution. (*National Audubon Society v. Superior Court* (1983) 33 Cal.3d 419, 442; *Environmental Defense Fund v. East Bay Municipal Water Dist.* (1980) 26 Cal.3d 183, 200; Code Civ. Proc., § 849.) In accordance with the Court's authority under Article X, section 2 of the California Constitution, the Court confirms the Exempt Cross-Defendant Class because it will protect the claimed rights of the Exempt Cross-Defendant Class without impairing the claimed rights of the non-exempt parties. It will relieve the Exempt Cross-Defendant Class from future obligations in the litigation but will allow the Court to maintain continuing jurisdiction over them to address changed circumstances. In confirming the Exempt Cross-Defendant Class, the Court is not making a finding regarding the consistency of~~

1 ~~any individual water use with the requirements of Article X, section 2 of the~~
2 ~~California Constitution.~~

3 3. This Court also has specific authority to grant the request under applicable statutes
4 and Rules of Court. (See Code of Civil Procedure sections 830 *et seq.*; Water
5 Code sections 2500 *et seq.*, and California Rules of Court, Rule 3.400(a).) Code of
6 Civil Procedure section 833, subdivision (d) provides as follows: “If the court
7 finds that claims of right to extract or divert only minor quantities of water, not to
8 exceed five acre-feet of water per year, would not have a material effect on the
9 groundwater rights of other parties, the court may exempt those claimants with
10 respect to those claims of only minor quantities of water, but a person who is
11 exempted may elect to continue as a party to the comprehensive adjudication.” In
12 accordance with Code of Civil Procedure section 833, subdivision (d), the Court
13 hereby finds, based on the representation of IMPs and without objection, that
14 confirming the Exempt Cross-Defendant Class “would not have a material effect
15 on the groundwater rights of the other parties” and, therefore, the Court elects to
16 use its discretion under Section 833, subdivision (d) to exempt the claims of the
17 Exempt Cross-Defendant Class as provided in this Order, but any member of the
18 Exempt Cross-Defendant Class may nevertheless elect to participate as a party in
19 future proceedings associated with this comprehensive adjudication.

20 4. This case has been designated as complex pursuant to California Rules of Court,
21 3.400(a). Consistent with that designation and the powers of this Court associated
22 with complex cases, the Court finds that confirming the Exempt Cross-Defendant
23 Class will promote the efficient processing of this complex case by limiting the
24 number of active parties while protecting the rights of all parties, subject to the
25 continuing jurisdiction of this Court to address changed circumstances.

26 5. The Court’s confirmation of the Exempt Cross-Defendant Class is subject to the
27 following specific terms and conditions:
28

- 1 a. The Exempt Cross-Defendant Class consists of any Cross-Defendant who
2 currently self-identifies as directly diverting or extracting a total of less
3 than five (5) acre-feet per year (AFY) of water from the Ventura River
4 Watershed. At this time, Cross-Defendants are not required to file
5 evidence of self-certification with the Court, but may elect to do so if
6 desired. A Cross-Defendant who self-identifies as a member of the
7 Exempt Cross-Defendant Class may continue extraction or diversion
8 activities consistent with the criteria for class members, subject to the
9 Court's continuing jurisdiction and subject to other applicable law and
10 regulations, including, but not limited to, requirements, restrictions or
11 prohibitions of applicable public entities, including but not limited to,
12 groundwater sustainability agencies. As part of a final judgment, Cross-
13 Defendants will be required to file a certification with the Court or the
14 Court's designee confirming their qualifications for membership in the
15 Exempt Cross-Defendant Class and will have an obligation to report
16 changes in their diversions or extractions to the Court or the Court's
17 designee.
- 18 b. Persons who have been served in this case through the notice process and
19 who have not appeared will be presumptively placed in the Exempt Cross-
20 Defendant Class, subject to the Court's continuing jurisdiction and future
21 evidence regarding any extraction or diversion activities of these Cross-
22 Defendants.
- 23 c. To protect public safety, water extracted or diverted for use in active fire
24 suppression will not count toward the five AFY limit for membership in
25 the Exempt Cross-Defendant Class. As used herein, active fire suppression
26 means direct use to extinguish a fire or its embers.
- 27 d. Cross-Defendants who self-identify as being in the Exempt Cross-
28 Defendant Class are relieved of any further obligation to file papers, make

1 appearances or otherwise participate in this case until further notice from
2 the Court, but may elect to file papers, make appearances, and/or otherwise
3 participate in this case. All Cross-Defendants, including members of the
4 Exempt Cross-Defendant Class, will continue to receive notices of all
5 rulings in the action.

- 6 e. As part of this Order, and as part of any final judgment, the Court retains
7 and will retain continuing jurisdiction over members in the Exempt Cross-
8 Defendant Class to address changed circumstances and effectuate the terms
9 and obligations of any final judgment entered in this case.
- 10 f. The Exempt Cross-Defendant Class shall be incorporated into any final
11 judgment in this case, whether that judgment occurs through settlement or
12 after trial. The final judgment will contain more detail on the reporting
13 obligations of the Exempt Cross-Defendant Class consistent with the terms
14 and conditions of this interim order of the Court. The final judgment, or a
15 future interim order, will, for example, require members of the class to
16 identify themselves as members of the class, and will provide a process for
17 doing so.

18 10/07/2022

19 
20 JUDGE WILLIAM F. HIGHBERGER
21
22
23
24
25
26
27
28

Exhibit D – Monitoring Program

Exhibit D1 – Mainstem Monitoring Plan

Monitoring is an essential, science-based, element of evaluating the performance of the proposed Physical Solution and adaptive management program, enabling managers to test assumptions, measure effectiveness, and refine strategies as the program is being implemented. The monitoring program is designed to track progress towards achieving the implementation and measurable objectives outlined in the Physical Solution and has been organized into three categories: compliance, validation, and long-term trend assessment. These categories are adapted from the CDFW Ecosystem Performance Measures website and can be further explained as follows:

- Compliance monitoring includes administrative metrics from the Physical Solution such as compliance with the schedule for implementing a particular program element (e.g., site-specific passage impediment remediation project), or progress on planning or feasibility studies.
- Validation monitoring includes physical monitoring of instream flows, depth, velocity, water temperatures, area of enhanced habitat, jump height and pool depth for passage impediments, habitat mapping to assess suitability for various lifestages of *O. mykiss*, validating flow-habitat relationships per the habitat suitability indices (HIS) metrics, and other elements of the program.
- Long-term trend monitoring includes evaluation of ecosystem responses to management actions and/or natural drivers, including monitoring adult fish abundance, juvenile fish density/migration, genetics, and species composition.

Monitoring data provides the scientific foundation for adapting and refining management to changing and uncertain circumstances. Primary objectives of the Monitoring and Reporting Program are:

- 1 • **Testing Assumptions:** It allows managers to compare actual outcomes against predicted
2 model results, identifying if management actions are performing as expected.
- 3 • **Reducing Uncertainty:** Monitoring data informs management strategies, reduces data
4 gaps, and provides information used to assess the environmental responses to management
5 actions.
- 6 • **Measuring Effectiveness:** Monitoring data are used to evaluate whether specific
7 management objectives are being met, facilitating necessary, scientific data-driven
8 program refinements.
- 9 • **Detecting Change:** Long-term monitoring tracks trends in habitats and species that can be
10 used to inform implementation of preventative or corrective actions.
- 11 • **Informing Future Decisions:** Monitoring feeds back into the decision-making cycle,
12 improving long-term performance, refining management strategies, and a foundation for
13 designing future habitat enhancement actions within a Watershed, and
- 14 • **Accountability:** Monitoring data is used to verify the performance of management actions
15 in achieving goals of the Physical Solution.
16

17 Outlined below are the basic framework and elements of the proposed Ventura River
18 Mainstem Physical Solution monitoring program, for a study area including the Ventura River
19 Mainstem and North Matilija Creek. When more fully developing the specific monitoring
20 program elements for the Physical Solution, coordination and data sharing between existing
21 monitoring programs within the Watershed may be leveraged to avoid duplication of efforts.
22

23 1. **Water Quality and Hydrology Monitoring**

24 Water temperature is a primary habitat consideration for successful *O. mykiss* spawning,
25 over-summering and rearing. Water temperature in the Ventura River Watershed is known to vary
26 with season, streamflow, pool depth, and distance downstream from headwaters. Water quality
27 monitoring will focus on North Matilija Creek and the Mainstem downstream of the confluence
28 with North Matilija Creek to the lagoon. Water quality and hydrologic monitoring on the

1 Mainstem and tributaries will be used to characterize and assess long-term seasonal trends in
2 water temperature and instream flows. Water quality monitoring activities will be modified and
3 expanded upon, as needed, to address specific management-oriented hypotheses. For example,
4 vertical arrays (multiple loggers deployed evenly to depth) may be deployed to assess vertical
5 stratification of water temperature and dissolved oxygen concentration in selected pool habitats.

6 The purpose of the water quality and hydrologic monitoring program is to characterize
7 instream flows, temperature, and dissolved oxygen conditions necessary to assess habitat
8 suitability and the health of the Ventura River *O. mykiss* population. Monitoring includes
9 measurement of both air and water temperature, conductivity, and where relevant, dissolved
10 oxygen concentration at or near locations where either sensitive habitat exists or where habitat
11 enhancement projects associated with the Physical Solution are being planned or implemented.

12 **Task 1: Instream Flow Monitoring**

13 Instream flow monitoring is divided into two portions: a regional monitoring effort and a
14 site-specific monitoring effort. A regional monitoring effort will involve downloading data from
15 active USGS, City of Ventura, Casitas MWD, UVRGA, or other public entity gages to evaluate
16 the larger scale flows in the Watershed. Currently, there are two permanent gages on the
17 Mainstem that monitor and report average daily flows: the USGS gage at Foster Park (USGS
18 gage 11118500) and the City of Ventura's gage above Foster Park (City of Ventura gage VR-1).
19 There are four active gages on Ventura River tributaries that record daily flows and are operated
20 by the VCWPD: gage 605A on San Antonio Creek, gage 603A on Matilija Creek, gage 616 on
21 San Antonio Creek at Camp Comfort, and gage 604 on North Fork Matilija Creek. Although
22 USGS and VCWPD data is collected automatically on a 15-minute delay basis, and is available
23 online, the 15-minute and daily data are considered preliminary for extended periods of time after
24 collection. Rating curves are updated on an ongoing basis, so values are subject to change, and
25 the final approved data are typically not available for three to four months after collection.
26 Preliminary data may be used and identified as such. Once final data are acquired, they will be
27 reviewed for completeness, and the flow data will be aggregated on a monthly and annual basis.

28 In addition to the regional instream flow monitoring, a site-specific instream flow

1 monitoring program is proposed for areas where critical habitat elements are located and/or at
2 locations where Physical Solution conservation measures with flow components are proposed or
3 implemented, if existing permanent stream gages are insufficient to monitor such areas. The
4 intent of these seasonal gages is to provide detailed site-specific streamflow data during lower
5 flow seasons and to characterize flows at or near locations of implemented habitat enhancement
6 actions. The site-specific program may involve establishing a gaging station early in each post-
7 storm season, ideally one in each reach where conditions permit. These gaging stations will allow
8 for the collection of continuous water level and water temperature data, such as from a removable
9 stilling well installed in the river channel outfitted with a recording temperature and pressure
10 transducer.

11 Once installed, transect surveys will be performed perpendicular to the river to collect
12 surface-water velocity and water depth data that will be used to develop a rating curve. Using
13 this rating curve, discharge values can be calculated for any period of time that depth data was
14 recorded by the transducers. The transducers will be programmed to collect depth and
15 temperature data on an hourly basis with data downloaded monthly. Supplemental depth and
16 velocity surveys to update the rating curve would also be conducted as needed. Each season will
17 typically conclude in late fall or while dry and low flow conditions persist. At the conclusion of
18 each season, the data will be tabulated and classified and compared to the seasonal biological
19 observations.

20 Currently, seasonal stream gage deployments are conducted by UVRGA using pressure
21 transducers at five sites in the Mainstem (1) upstream and (2) downstream ends of Foster Park,
22 (3) upstream and (4) downstream ends of San Antonio Creek Confluence area, and (5) at Camino
23 Cielo Bridge. UVRGA conducts monthly transect surveys for rating curve development and gage
24 calibration. Data from these five Mainstem seasonal gages may be used for the Mainstem
25 monitoring program.

26 Instream flow (discharge) data will be synthesized for use in environmental analyses of
27 production, survival, and migration as well as validating various flow-habitat metrics such as
28 water depths suitable for juvenile rearing.

Task 2: Water Temperature Monitoring

Water temperature is a primary habitat consideration for the successful over-summering and rearing of juvenile *O. mykiss*. Water temperature in the Watershed is known to vary with season, streamflow, pool depth, shade cover, ambient air temperature, variations in solar radiation (cloudiness), and inputs by both surface water and groundwater accretions. Instrumentation for monitoring water temperature is readily available either as standalone programmable temperature recorders (e.g., Onset temperature data loggers) or as multiparameter data sondes to measure water temperature, dissolved oxygen concentration, electrical conductivity, and other water quality parameters. This instrumentation would be deployed to monitor conditions in the Mainstem and appropriate portions of the tributaries. Units will be accessed for performance checks and data downloads on a periodic basis, typically monthly or quarterly, depending on instrumentation specifics and site factors (e.g., potential for tampering). Depending on durability and logistical considerations of specific equipment, deployments may target low-flow periods when there is a lower risk of damage from high flows. All instrumentation will be tested for accuracy annually before deployment, as recommended by manufacturer specifications, and recalibrated as needed.

Water quality monitoring sites will be located at areas potentially supporting *O. mykiss* over-summering and where management actions relating to instream flow or other habitat enhancements are expected to improve conditions. Mainstem monitoring sites for water temperature will be focused on Foster Park and the San Antonio Creek confluence areas, with additional water temperature sites in the upper Mainstem (below the Matilija Creek confluence) and in North Fork Matilija Creek.

Currently, UVRGA monitors water temperature at the upstream and downstream ends of Foster Park and the San Antonio Creek confluence areas, and UVRGA has planned to implement additional targeted continuous water quality monitoring within refuge pools of the Foster Park and SAC Confluence Mainstem areas during low-flow conditions. Casitas also conducts water temperature monitoring at sites in the Mainstem and North Fork Matilija Creek. These UVRGA and/or Casitas data will be used for the Mainstem monitoring program.

Task 3: Dissolved Oxygen Concentration and pH Monitoring

Dissolved oxygen (DO) concentration is a critical measure of the suitability of surface waters for fish habitat. DO measurements are routinely made during fishery and habitat surveys to assess habitat suitability instantaneously using handheld meters (e.g., grab sampling), and continuously (e.g., with loggers or multiparameter data sondes) to evaluate long-term trends and diel variation (e.g., changes between night and day) at critical spawning/rearing and refuge habitat locations. Handheld portable multiparameter water quality monitoring units are available for use in making instantaneous water quality measurements (grab sample measurements) associated with snorkel surveys and other *O. mykiss* population and habitat monitoring efforts. Sondes continuously record multiple parameters, such as water temperature, DO, pH, turbidity, total dissolved solids/total suspended solids, and specific conductance, among others.

As described above, water quality monitoring sites will be located at areas potentially supporting *O. mykiss* over-summering and where management actions relating to instream flow or other habitat enhancements are expected to improve conditions. Mainstem monitoring sites for DO concentration and pH will be located at Foster Park and the San Antonio Creek confluence area. Currently, UVRGA monitors DO concentration and pH upstream and downstream of Foster Park and the San Antonio Creek confluence area, and UVRGA has planned to implement additional targeted continuous water quality monitoring within refuge pools of the Foster Park and SAC Confluence Mainstem areas during low-flow conditions. These UVRGA continuous water quality monitoring data may be used for the Mainstem monitoring program.

Water quality monitoring equipment will be deployed seasonally during the late spring or summer through early fall when stream flows are typically low and do not threaten loss of equipment. In shallow habitats, sondes or thermographs are deployed on the streambed. In deeper pools, vertical arrays of sondes or thermographs can be deployed to record measurements of vertical stratification between bottom, mid-column, and surface waters. Sondes and thermographs are typically programmed to record measurements hourly or more frequently, depending on the duration between data downloads and objectives of monitoring at a specific location. Units are

downloaded approximately monthly. All instrumentation will be tested for accuracy annually before deployment, as recommended by manufacturer specifications, and recalibrated as needed.

2. Biological (Fishes and Non-Native Species) Monitoring

A. Core *O. mykiss* Population Monitoring

The Ventura River *O. mykiss* monitoring program has been developed to document habitat conditions, abundance, lifestages and fish condition, and distribution of Southern California *O. mykiss* in the Ventura River Mainstem below Matilija Dam and in North Fork Matilija Creek. The primary objective of the monitoring program is to develop technical information on the *O. mykiss* population and habitat in the lower Ventura River Watershed for use in managing habitat conditions and evaluating the performance of management actions identified in the Physical Solution for the benefit of *O. mykiss*. The purposes of the monitoring program are to:

- Detect and evaluate the effects of implementing the proposed Physical Solution and document other factors that may affect the *O. mykiss* population;
- Determine the effectiveness and benefits to *O. mykiss* of the instream flows, passage impediment improvements, and other conservation actions described in the proposed Physical Solution; and
- Assess trends in the health and condition of individual *O. mykiss*, the *O. mykiss* population, and the community of fish inhabiting the Watershed.

To accomplish these objectives, a multifaceted monitoring program has been developed that includes biologically based monitoring of the status and trends in juvenile *O. mykiss* abundance, distribution, survival, and adult abundance. The monitoring protocols follow those identified and described in several California Department of Fish and Wildlife (CDFW) documents, including *California Salmonid Stream Habitat Restoration Manual* (Flosi et al. 2002; 2010 updated Fourth Edition), and as later reflected in CDFW California *Fish Bulletin 180*, *California Coastal Salmonid Population Monitoring: Strategy, Design and Methods* (Adams et al. 2011) which has recently been updated by Boughton et al. (2022: Fish. Bulletin 182). The monitoring plan also includes consideration of factors that affect *O. mykiss* production and

1 survival, including monitoring changes in habitat conditions, instream flow, water quality (with
2 the primary focus on water temperature as a limiting factor), and lagoon and estuary breaching,
3 which affects both juvenile and adult *O. mykiss* migration opportunities.

4 Task 4: Snorkel Surveys

5 Snorkel surveys were selected as the preferred monitoring method to eliminate incidental
6 take of juvenile *O. mykiss*. Snorkel surveys will be used to:

- 7 • Characterize the size and geographic distribution of juvenile and adult *O. mykiss*;
- 8 • Develop estimates of juvenile production (number of juveniles per spawning adult),
9 density (number of juveniles per 100 square meters [m²]) for each reach surveyed, and an
10 index of *O. mykiss* abundance for each study reach;
- 11 • Annually monitor the geographic distribution, health and condition, and size classes of *O.*
12 *mykiss* in North Fork Matilija Creek and the Mainstem;
- 13 • Assess changes in juvenile abundance and distribution between the spring and fall (a
14 rough estimate of reproductive success and over-summering survival) and changes in size
15 distribution (a rough estimate of juvenile growth); and
- 16 • Annually monitor the species compositions, abundance, geographic distribution, and size
17 classes of native and non-native fish observed in the snorkel surveys in the tributaries and
18 the Ventura River Mainstem .

19 Snorkeling (direct observation) is an effective monitoring method when depths are
20 sufficient for divers to efficiently navigate through the entire sampling unit (e.g., pools and most
21 flatwater habitat). Snorkel surveys generally progress from downstream study sites to upstream
22 sites with the majority of surveys occurring during the low-flow period in spring and again in the
23 fall. The species composition, abundance, geographic distribution, and size classes (e.g., 0-3, 3-6,
24 6-9 inches, etc.) of *O. mykiss* and all other fish species (e.g., bass, catfish, carp, etc.) observed will
25 be recorded during snorkel surveys.

26 Surveys will be conducted in designated survey reaches where access is permitted and will
27 include pool, riffle, and run habitats. Snorkel surveys will primarily be conducted during the
28 spring to assess over-wintering success and fall to assess over-summering success. Survey

1 reaches will be selected based on habitat conditions and functions (e.g., spawning, juvenile
2 rearing), locations where management actions are being implemented or habitat enhancement
3 measures are being developed (baseline surveys) and after construction, and control reaches for
4 comparison to reaches where habitat enhancement measures have been implemented. Survey
5 locations and frequency will initially be based on results of prior snorkel surveys by Allen (2015),
6 UVRGA and Casitas.

7 Currently, UVRGA conducts routine snorkel surveys in the Mainstem at Foster Park and
8 the SAC confluence areas. Originally, snorkel surveys were planned to occur at least four times
9 per year (once during winter and at least three times during summer/fall); however, to better aim
10 limited resources at evaluating low-flow conditions, the seasonal timing of snorkel surveys has
11 been revised to occur once in the winter, and then again after flows receded below 12.7 cfs,
12 between 5.0 to 7.0 cfs, and between 3.0 to 5.0 cfs. Casitas also conducts snorkel surveys at *O.*
13 *mykiss* presence/absence index sites in the Mainstem and North Fork Matilija Creek. These
14 UVRGA and/or Casitas snorkel survey data may be used for the Mainstem monitoring program.
15 Existing snorkel survey efforts may be supplemented by additional sites for wider spatial
16 coverage in the Mainstem and North Fork Matilija Creek, and/or by additional surveys to address
17 both spring and fall seasons, if needed.

18 Additional snorkel surveys may be performed prior to, and after, completion of fish
19 passage and habitat enhancement projects to provide data for evaluation of site-specific habitat
20 enhancement project performance.

21 Task 5: Adult Migration Monitoring

22 Adult steelhead monitoring will be conducted using the existing Vaki RiverWatcher
23 employed by Casitas Municipal Water District located in the Robles Diversion fish ladder. Adult
24 monitoring will follow the same methods and protocols as currently used by Casitas Municipal
25 Water District.

26 Task 6: Redd Surveys

27 *O. mykiss* redd surveys will be conducted to document the presence, numbers, timing and
28 geographic location of *O. mykiss* spawning sites. Redd surveys will be conducted with a focus on

1 identifying spawning nests (redds), particularly in suitable portions of the Mainstem and in
2 tributaries like North Matilla Creek, following winter rains. Biologists use snorkeling, walking
3 surveys, and drone photography during the winter/early spring spawning season to locate and
4 count redds and assess fish passage. The redd surveys will be done on an opportunistic schedule
5 when instream flows and turbidity allow safe and effective surveys. When water clarity is
6 suitable for visual observations, redd surveys will focus on areas with suitable gravel and tail-outs
7 of pools. Sites where adult steelhead/rainbow trout spawning activity (e.g., adult fish showing
8 mating behavior, redd construction as indicated by removal of algae and substrate disturbance)
9 will be identified, then flagged and a GPS location recorded so that the site can be documented
10 and revisited with a snorkel survey later in the season. Data recorded during each redd survey will
11 include: survey date, stream reach, redd location, redd length, redd width, water depth, substrate
12 size and composition, associated cover and habitat conditions, fish observations, water quality,
13 and photographs of the site.

14 Casitas conducts redd surveys in the Mainstem and North Fork Matilija Creek at spawning
15 index sites, specifically at representative locations where suitable spawning gravels have been
16 observed. Surveys are conducted biweekly from January through June. These Casitas redd survey
17 data may be used by the Mainstem monitoring program. Additional spawning survey sites may be
18 implemented to supplement Casitas' spawning index survey sites in the Mainstem and North Fork
19 Matilija Creek.

20 **3. Physical Habitat Monitoring**

22 **Task 7: Wet-Dry Mapping**

23 Mapping of the presence and continuity of surface water (i.e., "wet-dry mapping")
24 through the Mainstem of the Ventura River will be performed at least monthly between May–
25 October, or seasonally longer when during low-flow flow conditions persist. Casitas and UVRGA
26 regularly conduct wet-dry mapping (also called "visual stream monitoring") of the Ventura River
27 Mainstem approximately monthly during low-flow conditions to track progression of intermittent
28 conditions. Reported results from Casitas and/or UVRGA will be incorporated into the Mainstem

1 monitoring program.

2 **Task 8: Habitat Monitoring and Mapping for Inventory Surveys**

3 Habitat monitoring and mapping for inventory surveys will be conducted in order to:

- 4 • Periodically (e.g., 5-year interval or following channel altering bank full flood flows)
- 5 conduct habitat inventories within study sub-reaches of North Fork Matilija Creek and the
- 6 Mainstem river to characterize changes in river and tributary conditions; and
- 7 • Synthesize data on daily flows and hourly water temperatures (collected as part of the
- 8 water quality and hydrologic monitoring program) within North Fork Matilija Creek and
- 9 the Mainstem for use in environmental analyses of wild *O. mykiss* production, survival,
- 10 and migration.

11 Habitat suitability of a stream reach for various life stages of *O. mykiss* is determined, in

12 part, by the distribution, abundance, and quality of mesohabitats (i.e., pool, riffle, and run), and

13 how these are utilized by the various age classes of *O. mykiss*.

14 Quantitative habitat inventories (i.e. “habitat mapping” as commonly used in fisheries

15 studies) will be conducted periodically in study sub-reaches of the Mainstem and North Fork

16 Matilija Creek after substantial channel-altering flow events (bank full flood flows), or at

17 approximately 5-year intervals. Habitat conditions and suitability for *O. mykiss* will be

18 documented so that changes over time may be monitored. CDFW habitat inventory methodology

19 will be followed per CDFW’s 2010 Stream Habitat Restoration Manual, Section III.

20 CDFW has determined that subsampling 10 percent of the length of a stream reach is

21 sufficient to accurately describe stream habitat. The Mainstem from the mouth of Matilija

22 Creek/North Fork Matilija Creek confluence and North Fork Matilija Creek will be initially

23 habitat typed using Level 2 data collection following CDFW methods (e.g., riffle, pool, and

24 flatwater categories). Selected Mainstem and tributary stream sections will be subsampled

25 following CDFW methods for data collection at Level 4, which classifies habitat units into 24

26 specific habitat types within the riffle, flatwater, and pool categories. Subsampling for Level 4

27 data collection will focus on Mainstem reaches expected to benefit from flow-related

28 management actions (e.g., Foster Park and San Antonio Creek confluence), any other specific

1 habitat enhancement project sites, and additional sites necessary to reach 10 percent of the stream
2 reach. Subsequent repeat surveys will be conducted after channel-altering flood events or at least
3 once every 5 years at Level 2 data collection of the entire Mainstem and North Fork Matilija
4 Creek, and at Level 4 data collection at the subsampled sites.

5 UVRGA completed initial habitat mapping (following CDFW habitat inventory methods)
6 within Foster Park and SAC confluence Mainstem areas and conducts subsequent habitat
7 mapping following channel-altering events. The initial mapping was completed in Fall 2022, and
8 then re-surveyed in summer 2023 following the January flood event that year. UVRGA's habitat
9 mapping data could be used for portions of the Mainstem monitoring program, supplemented by
10 additional portions of the Mainstem and North Fork Matilija Creek in the initial habitat mapping
11 effort.

12 **Task 9: Habitat Quality - Photo Points**

13 Photo points will be established at habitat enhancement sites and where passage barriers
14 and impediments have been remediated in addition to control sites. In addition to photos taken
15 during habitat surveys and to document habitat enhancement projects, general reference photos
16 will be taken annually from specific locations throughout the Watershed to document visible
17 habitat changes over time. This effort will occur annually in the fall prior to the adult migration
18 and spawning period. Photos may be taken within and from outside of stream channels,
19 depending on the photo point location and the subject of interest (e.g., stream channel or reach,
20 passage impediment/project, developing riparian corridor).

21 UVRGA implements "repeat ground photography" and Casitas implements "photographic
22 monitoring sites" as part of their ongoing monitoring programs, with at least biannual photo point
23 collections. Existing photo point data collection by UVRGA and Casitas in the Mainstem and
24 North Fork Matilija Creek may be used for the Mainstem monitoring program, and these data
25 may be supplemented by additional monitoring locations.

26
27 Additionally, UVRGA, OVLC, and other public entities conduct regular (e.g., quarterly
28 and annual) drone-based high resolution aerial imagery collection of portions of the Mainstem.

1 These datasets may be used by the Mainstem monitoring program to inform changes in habitat,
2 such as following large-scale disturbances (e.g., flood and drought).

3 **Task 10: Lagoon and Estuary Breaching**

4 Monitoring of the lagoon and estuary sand bar status will be used to determine migratory
5 access between the river and ocean. Monitoring of lagoon and estuary passage conditions and
6 breaching of the sand bar includes periodic biweekly visual observations from November 1
7 through June 30 each year following the methods currently used by Casitas Municipal Water
8 District to determine dates of sandbar breach and lagoon and estuary closure.

9 In addition to periodic visual observations a self-contained water depth recorder may be
10 located in the lagoon to provide a continuous record of when the sand bar is breached and when it
11 re-closes, if determined to be feasible and not at high risk of tampering or loss due to high stream
12 flows. Based on the date of berm breaching, data on the tide levels and wave and swell height and
13 period for the preceding 24 hours can be obtained from National Oceanic and Atmospheric
14 Administration marine weather data. Estuary inflow from the USGS streamflow gage
15 downstream of Foster Park data and water surface elevation measurements will be used in
16 conjunction with ocean condition data to develop a better understanding of estuary-ocean
17 connectivity dynamics.

18 **Task 11: Performance Assessment Monitoring for Habitat Enhancement Actions**

19 Performance monitoring will be conducted in North Fork Matilija Creek and the Ventura
20 River Mainstem wherever habitat enhancement features are installed. In general, monitoring will
21 be conducted using snorkel surveys for fish distribution, species composition, relative abundance,
22 size distribution, and observations of fish condition. The fish surveys will be complemented by
23 periodic habitat mapping, visual surveys, photo-documentation, and GPS methods for evaluating
24 habitat enhancement actions, such as gravel augmentation, all of which will be assessed through
25 adaptive management techniques. Performance assessments will also include habitat suitability
26 metrics such as water depth, velocity, substrate, cover, passage criteria at impediments, and water
27 quality. Comparisons will be made of the *O. mykiss* densities within an enhanced habitat area and
28

adjacent areas where enhancement has not been made to assess habitat utilization.

4. Reporting

Task 12: Annual Reporting

Annual monitoring reports will present a tabular and graphic summary of monitoring results of each year's activities. The annual report format will be standardized. The aquatic monitoring report would serve as input, and may be included as an attachment, to the annual Management Entity report on overall program performance.

Exhibit D2 — San Antonio Creek Monitoring Plan

The Physical Solution includes management actions that will enhance the quality and quantity of suitable habitat for Steelhead migration, spawning and egg incubation, and juvenile rearing within the San Antonio Creek Sub-Watershed including this Monitoring and Reporting Program (**SAC Monitoring Plan**). Information developed through the San Antonio Creek Monitoring Plan serves as a fundamental element in the evaluation, implementation and success of the Physical Solution. The general metrics, monitoring methods, and reporting included in the Monitoring Plan follow, when applicable to the San Antonio Creek Sub-Watershed, guidance from:

- California Coastal Monitoring Plan (CMP; Adams et al. 2011) for salmon and Steelhead developed by CDFW and NMFS (available at: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=30284&inline>)
- Integration of Steelhead Viability Monitoring, Recovery Plans and Fisheries Management in the Southern Coastal Area (Boughton et al. 2022: available at: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=199225&inline>)
- Allen 2015. Steelhead Population and Habitat Assessment in the Ventura River / Matilija Creek Basin 2006-2012 FINAL REPORT (available at: [\[TITLE\]](#) (matilijadam.org))
- Many other similar habitat restoration and enhancement efforts to benefit *O. mykiss* in California and the Pacific Northwest.

Baseline information on existing habitat conditions and their function for different lifestages of *O. mykiss* within San Antonio Creek, species composition and geographic distribution of native fish, and limiting factors affecting habitat quality, availability, and access, as well as variation in species abundance, is a critical foundational element of this Physical Solution. Baseline information is available from prior habitat and fish surveys such as those by Allen (2015) and Casitas MWD (2008-present). The baseline habitat surveys proposed as part of this Monitoring Plan are based on a census survey design focused on those stream reaches accessible by Steelhead. This SAC Monitoring Plan is based on methods and results of prior surveys that have proven to be successful in San Antonio Creek. Consideration in developing this

1 SAC Monitoring Plan was also given to the monitoring methods proposed by CDFW and NMFS
2 by Adams et al. (2011) and Boughton et al. (2022), where feasible and applicable to the San
3 Antonio Creek conditions, for steelhead populations. The SAC Monitoring Plan will be
4 responsive to management actions implemented under the Physical Solution, as well as
5 environmental conditions like seasonal hydrologic conditions, changes in land use, and floods or
6 droughts, that can impact habitat conditions and fish populations on a regional scale. The SAC
7 Monitoring Plan design and data will be periodically reviewed and may be refined, if appropriate,
8 as new reliable and relevant information becomes available.

9 The Physical Solution includes a multi-element Monitoring Plan that will be conducted
10 each year. The SAC Monitoring Plan includes three basic categories, similar to the 3-stage
11 monitoring program identified by Boughton et al. (2022), that are (1) compliance monitoring, (2)
12 validation monitoring, and (3) long-term trend monitoring. These monitoring categories are
13 adapted from the CDFW Ecosystem Performance Measures website and can be further explained
14 as follows:

- 15 • Compliance monitoring includes administrative metrics from the Physical Solution
16 such as compliance with the schedule for implementing a particular program element
17 (e.g., a site-specific habitat improvement project, preparation of the annual technical
18 documentation reports, etc.), budget expenditures, progress on planning or feasibility
19 studies, and other similar administrative elements.
- 20 • Validation monitoring includes physical monitoring such as instream flows, water
21 depth and velocity, water temperatures, area of enhanced habitat, jump height and pool
22 depth for potential passage impediments, habitat mapping to assess suitability for various
23 lifestages of *O. mykiss*, and validating flow-habitat relationships.
- 24 • Long-term trend monitoring includes evaluation of ecosystem responses to
25 management actions and/or natural drivers, including monitoring adult *O. mykiss*
26 abundance, juvenile fish density and geographic distribution, and species composition
27 (e.g., fish community characteristics, fish species composition, relative abundance, size
28 distribution, and condition). This monitoring will provide trend data over an extended

1 period of time. It should be noted that depending on the numbers of juvenile and adult *O.*
2 *mykiss* detected each year, uncertainties exist for detecting and evaluating these metrics.
3 As a result of the large natural population cycles and difficulties in determining causal
4 mechanisms, population metrics will not be used as the only basis to determine overall
5 performance of the Physical Solution.

6
7 Developing, permitting, implementing, and reporting on the Monitoring Plan activities
8 will be the responsibility of the Management Entity.

9 The SAC Monitoring Plan will build on existing experience and monitoring infrastructure
10 (such as the USGS hydrologic monitoring network and standard methods), water quality
11 monitoring (e.g., water temperature monitoring network), habitat monitoring (e.g., habitat
12 surveys), and fish monitoring (e.g., snorkel surveys) implemented by Casitas MWD, CDFW,
13 GSAs, and others (Allen 2015) over the past two decades.

14 The SAC Monitoring Plan includes a variety of collection and analysis methods such as
15 habitat surveys, streamflow measurements, and *O. mykiss* snorkel surveys. The proposed SAC
16 Monitoring Plan also includes, but is not limited to, water temperature monitoring and direct
17 observations of fish health and condition. The SAC Monitoring Plan also includes status and
18 trends monitoring of the *O. mykiss* population, periodic habitat surveys, and the biological
19 response or expected habitat function (e.g., habitat use by target species, physical habitat
20 suitability, etc.) for *O. mykiss*. Observations of adult passage and juvenile rearing provide insight
21 into habitat function.

22 **F.1 Water Quality and Hydrology Monitoring**

23 The purpose of the water quality and hydrology elements of the SAC Monitoring Plan is
24 to assess habitat suitability for steelhead/rainbow trout population in San Antonio
25 Creek. Monitoring includes measurement of both air and water temperature, conductivity, and,
26 where relevant, dissolved oxygen at representative locations of key habitat or where habitat
27 enhancement projects associated with the Physical Solution are being implemented.

1 **1. Water Temperature**

2 Water temperature is a primary habitat consideration for the successful over-summering
3 and rearing of *O. mykiss*. Water temperatures in the Watershed naturally vary with season,
4 streamflow, pool depth, shade cover, ambient air temperature, variations in solar radiation
5 (cloudiness and fog), and inputs by both surface water and groundwater. Instrumentation for
6 monitoring water temperatures is readily available, either as standalone programmable
7 temperature recorders (e.g., Onset temperature data loggers or similar temperature monitoring
8 units) or as multiparameter data sondes to measure water temperature, electrical conductivity, and
9 other water quality parameters. This instrumentation would be deployed to monitor conditions in
10 representative portions of San Antonio Creek.

11 **2. Dissolved Oxygen**

12 Dissolved oxygen (DO) is a critical measure of habitat suitability for *O. mykiss*. Dissolved
13 oxygen measurements will be made during biological and habitat surveys to assess habitat
14 suitability. DO data may also be acquired to assess diel variation between night and day at
15 critical rearing and refuge habitat locations over periods of time long enough to characterize the
16 habitat. All instrumentation will be tested for accuracy and calibrated as recommended by
17 manufacturer specifications.

18 **3. Flow Monitoring**

19 The instream flow monitoring for San Antonio Creek will be divided into two portions. A
20 regional monitoring effort will involve downloading data from active VCWPD or other gages to
21 evaluate flows in the Watershed. Currently, there are two active gages on San Antonio Creek that
22 record daily flows and are operated by the VCWPD: gage 605A located just upstream of the
23 confluence with the Ventura River and gage 616 located at Camp Comfort. Although VCWPD
24 data are collected automatically on a 15-minute delay basis and available from the VCWPD
25 website, the instantaneous and daily data are considered preliminary for extended periods of time
26 after collection. Rating curves are updated on an ongoing basis, so values are subject to change
27 and the final approved data are typically not available for three to four months after collection.
28 Once final data are acquired, they will be reviewed for completeness, and the flow data will be

1 aggregated on a monthly and annual basis.

2 In addition to the regional instream flow monitoring, a site-specific instream flow
3 Monitoring Plan is proposed for areas where critical habitat elements are located and/or at
4 locations where Physical Solution conservation measures are proposed or implemented. The
5 intent of these gages is to provide detailed site-specific streamflow data during lower flow
6 seasons, and to characterize flows at or near locations of implemented habitat enhancement
7 actions. The site-specific streamflow monitoring will involve establishing temporary gaging
8 stations early in each post-storm season. These gaging stations, or similar instrumentation, will
9 allow for the collection of water level data from a removable stilling well, installed in the river
10 channel, outfitted with a recording pressure transducer.

11 Once the supplemental streamflow measurement locations are identified and installed,
12 periodic transect surveys will be performed following standard protocols, oriented perpendicular
13 to the river to collect surface-water velocity and water depth data that will be used to develop a
14 site-specific stage-discharge rating curve for each of the flow monitoring locations. Using the
15 rating curves, discharge values can be calculated for any period of time that depth data was
16 recorded by the transducers. The transducers will be programmed to collect depth data on an
17 hourly or more frequent basis with data downloaded monthly or quarterly during the lower-flow
18 spring, summer, and fall months. Supplemental depth and velocity surveys to update the rating
19 curve would also be conducted on a periodic basis, as needed. Supplemental instream flow
20 measurement equipment will be removed from San Antonio Creek prior to the high-flow winter
21 period. Instream flow data collected each year will be analyzed, summarized, and compared to
22 the biological observations for each annual technical documentation report.

23 **F.2 Fish and Habitat Monitoring**

24 This SAC Monitoring Plan has been developed to document habitat conditions,
25 abundance, life history stages, fish condition, and distribution of *O. mykiss* and other fish in San
26 Antonio Creek. The monitoring efforts will be used to develop technical information on the *O.*
27 *mykiss* population and habitat in San Antonio Creek for use in managing habitat conditions and
28 evaluating the performance of management actions for the benefit of *O. mykiss*. The SAC

Monitoring Plan objectives include:

- Detect and evaluate the effects of implementing the Physical Solution and document other factors that may affect the *O. mykiss* population.
- Determine the effectiveness and benefits to *O. mykiss* (of or from) the restoration/enhancement actions described in the Physical Solution.
- Refine and develop monitoring efforts and management actions based on the best available scientific data.

To accomplish these objectives, this multifaceted SAC Monitoring Plan includes biologically based monitoring of status and trends for *O. mykiss* life history stage abundance and distribution. The monitoring protocols follow, where applicable and feasible, those identified and described in several CDFW documents, including *California Salmonid Stream Habitat Restoration Manual* (Flosi et al. 2002; 2010 updated Fourth Edition), and as later reflected in CDFW *California Fish Bulletin 180, California Coastal Salmonid Population Monitoring: Strategy, Design and Methods* (Adams et al. 2011) which has recently been updated by Boughton et al. (2022: Fish. Bulletin 1821). The fish monitoring activities also include consideration of factors that affect and limit *O. mykiss* production and survival, including monitoring changes in habitat conditions, instream flow, water quality, and lagoon and estuary breaching, which affects both smolt and steelhead migration opportunities. As discussed below, fish monitoring includes juvenile *O. mykiss* snorkel surveys, adult *O. mykiss* monitoring, *O. mykiss* population genetic evaluation, and periodic assessment of the quality and availability of habitat suitable for migration by adult and juvenile *O. mykiss*, spawning and egg incubation, and juvenile rearing.

1. *O. mykiss* Monitoring

Snorkel surveys were selected as the preferred monitoring method to eliminate incidental take of *O. mykiss* during the early phases of Physical Solution implementation. As the Physical Solution improves habitat conditions, and the *O. mykiss* population becomes more robust, refinements or additions to the SAC Monitoring Plan, such as the addition of electrofishing as recommended by Boughton et al. (2022), may be considered. Snorkel and redd surveys will be used to:

- Characterize the abundance, life history stages, geographic distribution of *O. mykiss* population in San Antonio Creek.
- Develop estimates of production (e.g., number of juveniles per spawning adult), density (e.g., number of juveniles per 100 square meters [m²]) for each reach surveyed, and an index of *O. mykiss* abundance for each study reach.
- Annually monitor the species compositions, abundance, geographic distribution, and size classes of native and non-native fish observed in the snorkel surveys in San Antonio Creek.

Snorkeling (i.e., direct observation) is an effective monitoring method when depths are sufficient to observe enough of a sample habitat unit (e.g., pool, glide, and riffle habitat) that statistical estimates can be calculated. For application to the Physical Solution at this time, sampling of *O. mykiss* by direct observation is the preferred methodology. Sampling will generally progress from downstream study sites to upstream sites with the majority of surveys occurring during the critical low-flow periods, and supplemental sampling as needed to characterize the *O. mykiss* population in relation to the Physical Solution.

Snorkel surveys will be conducted in reaches of San Antonio Creek that are legally accessible and have a reasonable potential to support, or recently quantified, rearing of *O. mykiss*. Survey reaches will be selected based on habitat conditions and functions (e.g., spawning and rearing), locations where habitat enhancement measures are being developed (baseline surveys for pre/post evaluations), and control reaches for comparison to reaches where habitat enhancement measures have been implemented. Survey locations and frequency will initially be based on results of prior snorkel surveys by Allen (2015) and Casitas MWD (2008 to present).

The species composition, abundance, geographic distribution, and life history stage categories of *O. mykiss* and all other fish species (e.g., bass, chub, carp, stickleback, etc.) observed will be recorded during snorkel surveys. Surveys will be conducted in designated survey reaches where access is permitted and will include representative habitat units identified during baseline surveys (e.g., pool, riffle, and glide habitats). Additional snorkel surveys may be performed prior to, and after, completion of habitat enhancement projects to provide data for

evaluating site-specific habitat enhancement project performance.

- ***O. mykiss* Population Genetic Evaluation**

As part of the baseline evaluations, a comprehensive *O. mykiss* genetic evaluation will be performed that includes basin-wide population genetic structure, adaptive genetic analysis, and riverscape genetic analysis. These components will be used to inform current and future actions with respect to the resident and anadromous life history strategies of *O. mykiss*.

- **Habitat Monitoring**

Periodic habitat monitoring will be conducted as part of implementing and evaluating the Physical Solution in order to:

- Periodically (e.g., 5-year interval) conduct habitat surveys within San Antonio Creek to characterize significant changes; and
- Quantify the enhancement (e.g., change in suitable area) in habitat quality, spawning and rearing habitat before and after site-specific habitat enhancement projects are completed. Measurements of water depths, velocities, substrate characteristics, availability of instream and over-head cover, and other habitat attributes will be made before and after site-specific projects have been implemented as part of the Physical Solution. Snorkel surveys will also be used to document habitat usage before and after habitat enhancement actions have been completed and to compare relative densities and species composition between enhancement sites and control sites where habitat enhancement actions have not been implemented.

Habitat suitability of a stream reach for various lifestages of *O. mykiss* can be determined, in part, by the distribution, abundance, and quality of mesohabitats (e.g., pool, riffle, and glide), and how these are utilized by the various lifestages of *O. mykiss*. Quantitative habitat surveys will be conducted periodically in San Antonio creek, after substantial channel-altering flow events, or at approximately 5-year intervals. Habitat conditions and suitability for *O. mykiss* will be documented so that changes over time may be monitored. The standard CDFW habitat inventory methodology will be followed per CDFW's 2010 Stream Habitat Restoration Manual, Section III.

Information on habitat conditions and functions for *O. mykiss* collected following implementation of Physical Solution actions, in addition to baseline habitat surveys of currently existing habitat conditions conducted as part of this Monitoring Plan, will be used to select representative reaches for subsequent water quality, habitat, and fish distribution and abundance monitoring. Data will be collected at Level 4, which classifies habitat units into 24 specific habitat types within the riffle, flatwater, and pool categories.

- **Photo Points**

Photo points will be established at habitat enhancement sites and control sites. In addition to photos taken during habitat surveys and to document habitat enhancement projects, general reference photos will be taken annually from specific locations in San Antonio Creek to document visible habitat changes over time. This effort would occur at least annually depending on specific project objectives. Photos may be taken within or outside of stream channels, depending on the photo point location and the subject of interest (e.g., stream channel or reach, developing riparian corridor).

- **Lagoon and Estuary Breaching**

Monitoring lagoon and estuary sandbar status may be used to determine migratory access between the river and ocean. Monitoring lagoon and estuary passage conditions and breaching of the sandbar would include periodic visual observations from November 1 through June 30 each year following the methods currently used by Casitas MWD to determine dates of sandbar breach and lagoon and estuary closure.

F.3 Performance Assessment Monitoring for Habitat Enhancement Features

Site-specific performance monitoring will be conducted in San Antonio Creek wherever habitat enhancement features are installed. In general, monitoring will be conducted using snorkel surveys for fish micro-habitat distribution, species composition, relative abundance, size distribution, and observations of fish condition. The fish surveys will be complemented by periodic habitat surveys, visual surveys, and photo-documentation, for restoration/enhancement feature installations. Performance assessments will also include habitat suitability metrics such as water depth, velocity, substrate, cover, and water quality during pre- and post-project surveys.

1 Comparisons will be made of the pre- and post-project *O. mykiss* densities within an enhanced
2 habitat area and control areas where enhancement has not been made to assess habitat utilization.

3 **F.4 Reporting**

4 Annual technical monitoring reports documenting hydrologic, water quality, fish, and
5 habitat monitoring and enhancement results will be prepared in draft form and made available for
6 public review and comment at least thirty (30) days before being approved in final at a meeting of
7 the Casitas MWD Board of Directors. The annual technical reports will present a summary of
8 monitoring results of each year's activities. The annual report format will be standardized.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit E—SAC ME Initial Budget

DRAFT

Casitas Municipal Water District
FY 2025-2026 Budget Worksheet
Fisheries

Labor		Hourly Rate		Amount
Position		Regular Hours	Regular	Overtime
Total		9320	Total Annual Salary	
			\$490,715.40	

Account #	Account Description	Department		Total
		Total	Capital Project Total	
5001	Regular Salary	\$414,802	\$0	\$414,802
5003	Overtime Pay	15,000	-	15,000
5005	Stand-by	3,000	-	3,000
5006	Vacation Pay	35,603	-	35,603
5007	Jury Duty Pay	390	-	390
5008	Sick Pay	16,875	-	16,875
5009	Holiday Pay	20,045	-	20,045
5010	Seasonal Pay	-	-	-
5079	CalPERS Pension PEPPRA	14,064	-	14,064
5081	CalPERS Pension CLASSIC	132,103	-	132,103
5082	Social Security	31,354	-	31,354
5083	Medicare	7,333	-	7,333
5078	Insurance-Employee Assistance Program	119	-	119
5084	Insurance-Group Life	1,997	-	1,997
5085	Insurance-Group Health	55,950	-	55,950
5086	Insurance-Group Dental	1,996	-	1,996
5087	Insurance-Group Vision	891	-	891
5089	Insurance- Long Term Disability	-	-	-
Subtotal Salary & Benefits		\$751,523	\$0	\$751,523

Account #	Account Description			
5011	District Equipment	\$4,600	\$0	\$4,600
5012	Service & Supplies	15,000	-	15,000
5028	Computer Upgrades - Hardware	5,000	-	5,000
5029	Computer Upgrades - Software	1,000	-	1,000
5040	Outside Services	20,000	-	20,000
5041	Clothing & Personal Supplies	1,500	-	1,500
5042	Comm. - Radio & Telephones	3,000	-	3,000
5044	Memberships & Dues	250	-	250
5045	Printing & Binding	250	-	250
5046	Books & Publications	300	-	300
5048	Postage	1,000	-	1,000
5050	Licenses & Permits	500	-	500
5051	Advertising & Legal Notice	-	-	-
5055	Private Vehicle Mileage	1,000	-	1,000
5056	Travel Expense	10,000	-	10,000
5059	Education & Training Safety	60	-	60
5060	Education & Training/Seminars	3,000	-	3,000
5062	Pre-Employment Screening	100	-	100
5066	OPEB Expense	-	-	-
5067	GASB 68 Pension Exp	-	-	-
Sub Total Other Costs		\$66,560	\$0	\$66,560
TOTAL		\$818,083	\$0	\$818,083

Total by Object

Account Code	Subprogram	Total Hours	Total Amount
2800	General Department	9320	\$818,083
		9320	\$818,083

Exhibit F—Mainstem ME Initial Budget

Expenses	Estimated ME Costs	
	Year 1	Future Years*
Management Entity Meetings	\$10,896	\$5,616
Technical Advisory Committee Meetings	\$10,896	\$7,488
Review Party Implementation Progress	\$5,448	\$7,488
Annual Parcel Database Updates	\$3,632	\$3,744
Tracking Production	\$7,264	\$5,616
Annual Budgeting	\$14,528	\$5,616
Annual Reporting	\$10,896	\$11,232
New Production Review and Approval	\$7,264	\$7,488
Procedures and Policy Development	\$10,896	-
Contracted Legal Services	\$45,000	\$25,000
Contracted Accounting Services	\$20,000	\$20,000
Monitoring Costs	\$210,000	\$210,000
TOTAL	\$356,720	\$309,288

*includes 3% increase for estimated labor rate

Exhibit G—Mainstem ME Funding Plan

The Initial Funding Plan is based on the Mainstem Management Entity (ME) implementing a combination of Fixed Contributions from several parties and Production Assessments from remaining parties in the Mainstem Management Area (and The Wood Claeysens Foundation). Fixed Contributions are as follows:

<u>Party</u>	<u>Amount</u>
City of San Buenaventura	\$168,000
Casitas Municipal Water District	\$50,000
Ventura River Water District	\$55,000
Meiners Oaks Water District	\$35,000
Rancho Matilija Mutual Water Company	\$10,000
The Wood-Claeysens Foundation	\$5,000
Aera Energy	\$10,000
Ventura County Watershed Protection District	\$10,000
Total	\$343,000

For other parties in the Mainstem Management Area not listed above, it is anticipated there will be a Production Assessment on any groundwater and/or surface water produced (groundwater extractions and surface water diversions) from the Mainstem Management Area at a rate of \$60 per acre-foot. With estimated production of 297 acre-feet per year, this would amount to \$17,820 in revenue.

This brings the total revenue to **\$360,820**.

As shown in the Mainstem ME Budget, estimated ME costs for Year 1 are \$356,720, which means approximately **\$4,100** in net revenue. Additionally, in Year 1 it will take time to issue the Monitoring Program contract and begin incurring monitoring costs, so additional net revenue is anticipated in Year 1. For Future Years after Year 1, estimated ME costs are \$309,288, which means approximately **\$51,532** in net revenue. Any net revenue remaining after any year will be carried over in a reserve account to be available for any unanticipated expenses and to build up to serve as a potential matching funds for project grant applications.

This Funding Plan establishes adequate funding for administration of the Physical Solution, Mainstem Monitoring costs, and reserve funding for unanticipated expenses and potential matching funds for project grant applications.

1 **Exhibit H — Summary of Robles Diversion and Fish Passage Facility Protocols**

2 The 2003 Casitas Biological Opinion consists of lengthy and complicated flow operating
3 criteria, as provided and described extensively in that document. In general, the Robles Diversion
4 Dam has a required minimum bypass flow of 30 cubic feet per second (cfs) once a peak occurs
5 and requires bypass flows of 30-171 cfs for 10-12 days within the fish passage season (January 1
6 – June 30).

7 Operational criteria outside the fish passage season revert back to the historic Trial
8 Operating Criteria (Casitas Municipal Water District, 1959), meaning that flows up to 20 cfs are
9 generally released downstream to protect prior rights of downstream users. The 2003 Biological
10 Opinion also provides for critical drought protection measures involving modified fish flow
11 operations “to ensure that fish operations at the Robles Facility minimize effects on Lake Casitas
12 water storage during a critical long-term drought period”.

Exhibit I – Steelhead Habitat Needs

The FHEP shall consider the following general habitat needs of the Southern California Steelhead (*Oncorhynchus mykiss* or *O. mykiss*) Distinct Population Segment (DPS).

- Anadromous adult steelhead require sufficient water depth for a sufficient duration of time and frequency to safely migrate from the ocean to spawning habitat.
- Successful spawning, egg incubation, and emergence from eggs requires adequate quantity and quality of water, suitable water temperatures, and spawning substrate.
- Smolts migrating downstream require sufficient water depth and surface flow for a sufficient duration of time to safely migrate to the estuary and eventually the ocean.
- Rearing juvenile *O. mykiss* need access to habitat refugia to survive and grow through the dry season. Habitat refugia consists of adequate quantity (i.e., water depth, water volume) and quality (i.e., water temperature, dissolved oxygen, food sources, instream cover). Southern California *O. mykiss* populations have evolved and adapted to highly variable hydrologic and water temperature conditions within the region which is important when assessing habitat suitability in systems such as the Ventura River Watershed.
- The expression of the steelhead life cycle is tied to seasonal and interannual variations in precipitation, climate, and instream flow. Therefore, habitat requirements of the population also vary seasonally and interannually. Many of these factors, such as seasonal precipitation, oceanic conditions, and climate change cannot be controlled in the Ventura River Watershed.
- In addition to instream flow, other environmental factors impact habitat suitability and *O. mykiss* population dynamics such as impediments to access suitable upstream spawning and rearing habitat, predation and competition by other native and non-native species, sediment dynamics within the Watershed, smolt-to-adult survival in the ocean, and many others.
- A viable population of steelhead requires a sufficient number of spawners per generation to preserve population diversity and protect against extreme environmental variation.

1 Stock-recruitment relationships are an important factor impacting the production of
2 juveniles and the species population dynamics.

- 3 • Life history diversity, including resident *O. mykiss* population, is important to maintain
4 population resiliency and the ability to recover from adverse environmental conditions.
- 5 • Population response (and eventual recovery) of the Southern California Steelhead DPS is
6 expected to take place over many steelhead generations. The population will likely
7 fluctuate over time and the overall trend of steelhead population and life stage dynamics
8 in the Ventura River Watershed will need to be assessed long-term.

Exhibit J – Contents of FHEP

**COMPONENTS OF A VENTURA RIVER WATERSHED
FISH HABITAT ENHANCEMENT PLAN**

This Exhibit provides an overview of the purpose of the **Fish Habitat Enhancement Plan** (“**FHEP**”) and its key components to inform the development of the FHEP under the Physical Solution. Capitalized terms not defined in this Exhibit are defined in the Physical Solution.

The FHEP shall develop a watershed-specific approach to attain its goal of enhancing the quality and increasing the quantity and availability of habitat within the Watershed to support the recovery of and contribute to the long-term persistence of a viable, self-sustaining population of Southern California steelhead/rainbow trout (*Oncorhynchus mykiss* or *O. mykiss*) in the Watershed. This will be done based on guidance provided by the National Marine Fisheries Service’s (“**NMFS**”) *Southern California Steelhead Recovery Plan* (NMFS 2012), other peer-reviewed scientific literature, and relevant studies and monitoring data collected in the Watershed. Development of the FHEP shall be a collaborative process.

The FHEP is intended to be a living document through the adaptive management process. The FHEP’s initial focus shall be on the period between entry of the Physical Solution and completion of the removal of Matilija Dam (i.e., Phases 1 and 2 of the Physical Solution). At a minimum, after the removal of Matilija Dam, the Management Entities, with input from the Watershed TAC, shall evaluate whether a continued FHEP is necessary, and, if so, an updated FHEP shall be prepared and adopted to address post-Dam removal conditions in the Watershed. As described in the Adaptive Management section below, the FHEP shall specify how, and, to what extent, the FHEP will be reviewed and updated to incorporate lessons learned, consistent with agreed upon timelines and the Physical Solution.

The Parties recognize that rebuilding a viable, self-sustaining *O. mykiss* population in the Watershed is a long-term process (expected to take decades) that may not be possible without actions that are being performed separate from the Physical Solution, such as removal of Matilija Dam. As discussed more fully below, many factors will influence the recovery and long-term persistence of a viable, self-sustaining *O. mykiss* population in the Watershed. Not all of these factors, such as inter-annual variability in precipitation, survival of *O. mykiss* in the ocean, and natural catastrophic events like wildfires, are controllable by the Parties to the Physical Solution.

A. FISH HABITAT ENHANCEMENT PLAN: PROGRAM OVERVIEW

The **FHEP’s Goal** (“**Goal**”) is to enhance the quality and increase the quantity and availability of habitat within the Watershed to support the recovery of and contribute to the long-term persistence of a viable, self-sustaining population of *O. mykiss* within the Watershed. The FHEP shall inform and guide the selection and implementation of Management Actions, and required evaluation and monitoring, as part of ongoing adaptive management under the Physical Solution.

To do so, the FHEP shall establish quantitative and qualitative objectives and response metrics, decision thresholds, and implementation requirements sufficient to develop, implement, monitor, and evaluate Management Actions that contribute to the measurable environmental and biological outcomes identified in the FHEP. The FHEP shall identify the expected environmental and biological responses of each recommended Management Action and describe how that response contributes to achieving corresponding environmental and biological objectives. The FHEP shall describe the necessary monitoring to determine whether environmental and biological responses occur as anticipated and, ultimately, whether biological and environmental objectives are achieved. The FHEP shall include an adaptive management program designed to evaluate habitat changes and population-level responses, and to adjust Management Actions as needed.

More specifically, the FHEP shall include the following components:

- Goals and Objectives: The FHEP shall define program goals and “**Specific, Measurable, Achievable, Reasonable, and Timebound**” (“SMART”) biological and environmental objectives, with specific performance thresholds, timelines, and evaluation criteria that will be used to assess progress towards attainment of the FHEP’s goals and objectives.
- Assessment: The FHEP shall identify and assess existing information related to *O. mykiss* in the Watershed, including population dynamics, stressors, and limiting factors. The FHEP shall identify information gaps and uncertainties and describe how such gaps and uncertainties will be addressed through monitoring and other tools. The FHEP shall also describe the science needed to improve understanding of *O. mykiss* ecology and stressors in the Watershed, to provide for evaluation of environmental and biological responses to Management Actions.
- Management Actions: The FHEP shall identify and recommend additional Management Actions beyond the Immediate Management Actions in the Physical Solution for implementation to support the Goal. Each recommended Management Action shall include expected environmental responses and associated biological outcomes, as well as an initial cost estimate for implementation and any additional monitoring/evaluation.
- Monitoring: The FHEP shall identify short- and long-term monitoring needed to enable the Management Entities to evaluate the effectiveness of Management Actions under the Physical Solution, support the information needs identified in the FHEP, and inform adaptive management under the Physical Solution. This includes monitoring to evaluate the effectiveness of Management Actions in achieving the biological and environmental objectives and progress towards attainment of the Goal.
- Adaptive Management: The FHEP shall describe a long-term Adaptive Management Program through which the Parties shall monitor, assess, and if needed, adjust the FHEP based on substantive new scientific information that materially affects the scientific strategy decisions and implementation of the Physical Solution, and after key developments in the Watershed (e.g., after the removal of Matilija Dam, in response to a major wildfire, etc.).

B. BACKGROUND

Across the species’ range, *O. mykiss* may express various life histories. Anadromous *O. mykiss* (known as steelhead) migrate to the ocean as smolts, and adults return to freshwater to spawn. Juveniles rear in freshwater for one to three years until they transition to smolts and migrate to the ocean to mature (NMFS 2012). They remain in the ocean for one to four years before returning to freshwater to spawn. *O. mykiss* are iteroparous, meaning they may spawn in multiple years, potentially returning to the same watershed to spawn and then migrating back to the ocean between spawning seasons as kelts (NMFS 2012). Other life histories of *O. mykiss* include resident rainbow trout, which complete their entire life cycle in freshwater, and lagoon-anadromous fish, which complete partial migrations to lagoons or estuaries to grow and mature before returning upstream to spawn. All life histories can and do interbreed, and are recognized as the same species, and offspring can express different life histories than their parents (NMFS 2012). Expression of various life histories in *O. mykiss* is dynamic and complex and is considered plastic because life histories expression is subject to a combination of genetic and environmental factors (Ohms et al. 2014). This complex (plastic) life history provides a wide variety of behavioral and physiological expressions to enhance life history diversity and adapt to highly

variable and uncertain environmental conditions (e.g., extended drought, flooding, etc.) characteristic of Southern California.

The endangered Southern California Steelhead **Distinct Population Segment** (“DPS”)

¹inhabits coastal streams from the Santa Maria River south to the United States-Mexico border (NMFS 2023). This makes the Southern California Steelhead DPS the southernmost anadromous *O. mykiss* in the United States (NMFS 2012). The Watershed is one of four major watersheds still supporting populations of the Southern California Steelhead DPS (NMFS 2012, 2023).

Anadromous *O. mykiss* adults are primarily dependent on rains for seasonal passage up estuaries and rivers to spawn. Seasonal timing of adult and juvenile migration and spawning in the Ventura River varies based on the timing of rainfall and runoff. Results of site-specific monitoring within the Ventura River (e.g., adult monitoring within the Robles fish ladder, redd surveys, and juvenile snorkel surveys) can improve the understanding of seasonal migration patterns and response to environmental cues within the Watershed. In the Watershed, anadromous *O. mykiss* exhibit the following general periodicity each year, although the seasonal timing of life history may vary substantially within and among years:

Life History Stage	General Periodicity ¹
Adult immigration	December through May
Spawning	December through May
Incubation and emergence	January through June
Juvenile rearing	Year-round where perennial habitats persist
Smolt emigration	December through May

¹ General periodicities of *O. mykiss* life history stages are not meant for compliance under the Physical Solution.

The NMFS Southern California Steelhead Recovery Plan (2012) provides general guidance on habitat needs for *O. mykiss* known as **Primary Constituent Elements** (“PCEs”). Generally, NMFS identifies the following PCEs as essential for the conservation of the Southern California Steelhead DPS: sites and habitats that support one or more life stages and contain physical or biological features essential to survival, growth, and reproduction. Although this guidance is not specific to the Ventura River, it and other scientific sources of information on limiting factors and

¹ NMFS originally listed the Southern California Steelhead **Evolutionary Significant Unit** (“ESU”) (which only includes anadromous *O. mykiss* or steelhead) as endangered under the ESU policy in 1997 (Endangered and Threatened Species: Listing of Several Evolutionary Significant Units (ESUs) of West Coast Steelhead, 62 Fed. Reg. 43937 (Aug. 18, 1997)) and extended the listing to cover the populations southward from the Santa Monica Mountains to the United States-Mexico border in 2002 (Endangered and Threatened Species: Range Extension for Endangered Steelhead in Southern California, 67 Fed. Reg. 21586 (May 1, 2002)). In 2006, NMFS decided to use the joint U.S. Fish and Wildlife Service/NMFS DPS policy (Policy Regarding the Recognition of Distinct Vertebrate Population Segments Under the Endangered Species Act, 61 Fed. Reg. 4722 (Feb. 7, 1996)) to identify DPSs of steelhead rather than the ESU policy and listed the Southern California Steelhead DPS as endangered (Endangered and Threatened Species: Final Listing Determinations for 10 Distinct Population Segments of West Coast Steelhead, 71 Fed. Reg. 834 (Jan. 5, 2006)). NMFS nonetheless “presume[s] that all juvenile *O. mykiss* in streams where listed steelhead occur are listed juvenile steelhead.” (71 Fed. Reg. at 841.) In 2022, the California Fish and Game Commission determined that Southern California *O. mykiss* (including both anadromous steelhead and resident rainbow trout) was a candidate for listing as endangered under the **California Endangered Species Act** (“CESA”) (Fish & G. Code, § 2050 et seq.) and, in 2025, listed *O. mykiss* as endangered, using the same geographic administrative boundary as the federal DPS.

habitat enhancement methods (e.g., Allen 2015, etc.), in addition to best available science shall be considered when developing the FHEP and as part of the adaptive management process. Best available science includes peer-reviewed scientific literature, relevant studies, and monitoring data collected within the Ventura River Watershed.

The FHEP shall also consider the following mutually shared perspectives and recommendations about *O. mykiss* habitat needs of the Southern California Steelhead DPS:

- Anadromous adult *O. mykiss* require sufficient water depth for a sufficient duration of time and frequency to safely migrate from the ocean to spawning habitat.
- Successful spawning, egg incubation, and emergence from eggs requires adequate quantity and quality of water, suitable water temperatures, and spawning substrate.
- Smolts migrating downstream require sufficient water depth and surface flow for a sufficient duration of time to safely migrate to the estuary and eventually the ocean.
- Rearing juvenile *O. mykiss* need access to habitat refugia to survive and grow through the dry season. Habitat refugia consists of adequate quantity (i.e., water depth, water volume) and quality (i.e., water temperature, dissolved oxygen, food sources, instream cover).
- Other environmental factors impact habitat suitability and *O. mykiss* population dynamics such as impediments to access suitable upstream spawning and rearing habitat, predation and competition by other native and non-native species, sediment dynamics within the watershed, smolt-to-adult survival in the ocean, and many others.

C. GOALS AND OBJECTIVES

Goal

The Goal is to enhance the quality and increase the quantity and availability of habitat within the Watershed to support the recovery of and contribute to the long-term persistence of a viable, self-sustaining population of *O. mykiss* in the Watershed.

Biological and Environmental Objectives Framework

The FHEP shall include integrated **Biological Objectives** (“**Biological Objectives**”) and **Environmental Objectives** (“**Environmental Objectives**”) designed to support the Goal. The Biological and Environmental objectives shall be SMART and grounded in the best available science. The FHEP shall identify and guide implementation of Management Actions designed to produce measurable environmental responses, which in turn create measurable biological responses that should contribute to achieving the Biological Objectives. The FHEP shall use the following Biological and Environmental Objectives framework through an adaptive management process that tests hypotheses through action, evaluates outcomes, and adjusts actions as needed over time. To ensure that the selection and implementation of Management Actions translate into positive biological outcomes, the FHEP shall define quantitative and qualitative measurable objectives, performance measures, and evaluation criteria linking environmental conditions to biological outcomes.

The FHEP shall develop a viable population criterion to guide development and evaluation of Biological Objectives. The viable population criterion shall be based on population dynamic data from the Watershed using **Viable Salmonid Population (“VSP”)** metrics (abundance, productivity, spatial structure, and diversity; McElhany et al. 2000). Based on a lack of specific data pertaining to the South-Central and Southern California DPSs, NMFS has identified a precautionary mean annual run size viable population criterion for any individual population within the recovery domain (Boughton et al. 2007; NMFS 2023). The FHEP shall develop a viable population criterion for application to the *O. mykiss* population in the Watershed based on

the NMFS methodology (Boughton et al. 2007, *Appendix A: Derivation of the prescriptive size criterion*) or an alternative methodology, considering any new information or methodologies specific to the Watershed (e.g., updated population-specific data sufficient for a watershed-specific performance-based criterion using the methodology in Lindley et al. 2007, etc.). Guidance for monitoring *O. mykiss* using the VSP framework in Southern California watersheds are described in Fish Bulletin 182 (Boughton et al. 2022), and guidance for monitoring in coastal California are described in Fish Bulletin 180 (Adams et al. 2011).

The Biological Objectives in the FHEP shall address the desired condition of the *O. mykiss* population to contribute to population viability in the Watershed. The Biological Objectives shall be linked to spawning and rearing success and survival, spatial distribution, and age-class diversity within the Watershed at levels necessary to achieve sufficient abundance, genetic integrity, and life history diversity.

In developing the FHEP and implementing the Physical Solution, it is important to recognize the uncertainties and many challenges affecting the *O. mykiss* population in the Watershed. Factors beyond the control of the Parties complicate the inherently imprecise nature of biological responses to Management Actions and could even inhibit the desired biological response. Such factors may include ocean conditions and marine survival, variation in precipitation within and among years, anthropogenic influences (e.g., encampments, poaching, stream diversion, and water quality degradation, etc.), habitat destruction or modification (e.g., floods, sedimentation from removal of Matilija Dam, etc.), wildfires, predation, non-native species, pollution, and diseases and parasites.

The Environmental Objectives in the FHEP shall address the physical and chemical habitat conditions, including water quality, necessary to achieve the Biological Objectives in the Watershed, recognizing that not all of those conditions are under the control of the Parties. The Environmental Objectives shall be linked to quantifiable flow, habitat, and water quality metrics that can be evaluated through monitoring. The Environmental Objectives shall address the following:

- Amount, quality, and distribution of suitable *O. mykiss* spawning and rearing habitat, including habitat that is currently accessible or inaccessible due to the presence of fish passage barriers.
- Flow conditions that provide seasonal connectivity and passage (including estuary connection), including flow timing, depth, magnitude, duration, and frequency necessary to support migration.
- Suitable temperature, dissolved oxygen, and water quality conditions to support all *O. mykiss* life stages.
- Habitat diversity, complexity, and availability across the Watershed and its persistence through variable hydrologic and hydraulic conditions.

The future Management Actions recommended in the FHEP shall be designed to support achieving the Environmental Objectives and the Biological Objectives, and shall include both flow and non-flow actions, such as:

- Voluntary flow Management Actions such as flow augmentation, pumping reductions, and instream flow dedications.

- Riparian habitat restoration and enhancement (e.g., repairing degraded riverbanks, planting native vegetation, livestock exclusion, and floodplain reconnection).
- Stream channel enhancement (e.g., gravel augmentation, wood addition, and road crossing improvements).
- Removal or remediation of fish passage barriers and completion of fish passage improvements.
- Non-native species management.

While *O. mykiss* is the focal species, the FHEP shall also consider broader ecological functions and native fish assemblages, including representative native species (e.g., tidewater goby) or simple assemblage-level indicators, to evaluate whether Management Actions support overall Watershed health.

Biological Objectives

The Biological Objectives shall support achieving the FHEP's viable population criterion. This will require increasing the number of returning ocean-run adult fish and the spatial distribution of *O. mykiss* throughout the Watershed. Because recovery may take many years to show progress, and, recognizing the uncertainty of biological responses to restoration or enhancement actions due to uncontrollable factors, Biological Objectives should focus on elements of recovery that can be affected by the Parties through implementation of Management Actions that improve habitat conditions for *O. mykiss* in the Watershed.

The FHEP shall establish SMART Biological Objectives directly related to SMART Environmental Objectives. These SMART Biological Objectives shall increase the likelihood of achieving the Goal while allowing for improvements to be monitored, quantified, and adaptively managed over shorter timeframes. The Biological Objectives shall reflect limiting factors affecting the Ventura River population of *O. mykiss* and the opportunities to address them.

At a minimum, the FHEP shall develop SMART Biological Objectives related to each of the following Biological Objectives:

Biological Objective 1 (BO1): Increase adult *O. mykiss* spawning success.

Biological Objective 2 (BO2): Increase juvenile *O. mykiss* rearing and survival.

Biological Objective 3 (BO3): Increase *O. mykiss* spatial distribution and age-class diversity.

Due to the uncertainties and many challenges affecting the *O. mykiss* population in the Watershed, including factors beyond the control of the Parties that complicate the inherently imprecise nature of biological responses to Management Actions, and that could even inhibit the desired biological responses, the FHEP's Biological Objectives (as well as the Environmental Objectives described below) shall not be used for compliance under the Physical Solution but can inform adaptive management.

Environmental Objectives

Streamflow is necessary to create habitat and provides connectivity between aquatic organisms and their riverine habitats. Streamflow within the Watershed is highly correlated with local natural precipitation and runoff that is not within the control of the Parties. Loss of streamflow and subsequent stream connectivity can affect the flow of nutrients, energy, and materials, as well as the movement and viability of biota in a system. Flow magnitude, duration, and timing influence *O. mykiss* access to spawning grounds, rearing habitats, and lagoon refuge within the

1 Watershed. Southern California *O. mykiss* require adequate flow to migrate upstream to spawning
2 habitat, avoid redd desiccation or scour, support fry emergence and juvenile rearing, provide
3 over-summer refuge, support smolt emigration, and allow for complete life stage transitions.
4 Therefore, enough habitat must activate at the right time and duration to allow each life stage to
5 successfully transition to the next life stage to support the successful recovery of the *O. mykiss*
6 population.

7 Passage for adult *O. mykiss* must occur during the period when upstream migration naturally
8 takes place (generally December through May based, in part, on the timing of rainfall and runoff
9 events within the Watershed and reproductive condition of adult *O. mykiss*). When high flows
10 naturally occur, they must occur long enough and at the appropriate frequency for anadromous
11 adult *O. mykiss* to enter the Ventura River estuary and migrate to upstream reaches that contain
12 suitable spawning or holding habitat. Successful passage requires that water quality, depth,
13 velocity, and jump heights remain within the swimming and physiological capabilities of adult *O.*
14 *mykiss* expected in each reach where there is a potential impediment or barrier to passage. A
15 passage barrier is any artificial or natural structure that hinders, restricts, or prevents fish from
16 migrating upstream or downstream, thereby limiting access to spawning and rearing habitat.
17 These impediments can be complete, partial, and/or temporal, often causing high water velocities,
18 shallow depths, or physical blocks that disrupt the life cycle of aquatic species.

19 Physical habitat that supports a specific *O. mykiss* life stage provides enough suitable habitat to
20 meet the environmental needs of that life stage. Adult *O. mykiss* require sufficient water depths
21 over suitable spawning substrates to construct and defend redds, as well as adjacent pools deep
22 enough to provide holding cover during the spawning period. Juvenile *O. mykiss* rear year-round
23 in perennial reaches of the Watershed, the extent of which may vary with hydrologic conditions
24 (e.g., precipitation-driven streamflow). Therefore, baseflows must be sufficient to
25 maintain microhabitat diversity, cover (e.g., wood, boulders, and undercut banks), and thermal
26 refugia. During spawning, incubation, and rearing, *O. mykiss* may be limited by resources such as
27 food and cover. Predation and competition by non-native species present additional stressors,
28 potentially affecting individual fish as well as habitat quality. Adequate habitat and resources are
29 necessary to ensure a self-sustaining population can overcome density-dependent stressors,
30 including disease, oxygen depletion, redd superimposition, and predation and competition by
31 non-native species, and to avoid unnecessary aggression.

32 The FHEP shall establish SMART Environmental Objectives designed to achieve the Biological
33 Objectives. At a minimum, the FHEP shall develop SMART Environmental Objectives related to
34 each of the following Environmental Objectives:

35 **Environmental Objective 1 (EO1):** Increase seasonal and interannual habitat connectivity for
36 key life stages (e.g., adult migration, smolt emigration, and inter-habitat movement for rearing
37 juveniles).

38 **Environmental Objective 2 (EO2):** Increase spatial distribution of suitable habitat and
39 microhabitat diversity for key life stages (e.g., spawning, rearing, and over-summering).

40 **Environmental Objective 3 (EO3):** Increase and maintain suitable habitat amounts and quality
41 to levels that support *O. mykiss* at key life stages.

42 **D. ASSESSMENT**

43 The recovery and persistence of a viable, self-sustaining *O. mykiss* population may be shaped by
44 interacting factors including flow timing and magnitude, water quality parameters (e.g.,
45 temperature and dissolved oxygen), sediment supply, channel complexity, migration barriers,
46 passage hydraulics, non-native species stressors, ocean conditions, both flow and non-flow
47 actions, and large-scale disturbances like wildfire. To support the Goal within the Watershed, the
48 FHEP shall focus on life stage-specific habitat requirements (e.g., adult and juvenile migration,

1 spawning, egg incubation and fry production, and juvenile rearing), evaluate existing habitat
2 conditions, and recommend and evaluate Management Actions designed to achieve the
Environmental and Biological Objectives.

3 To implement a life-cycle approach, the FHEP's assessment of existing conditions in the
4 Watershed shall include, but not be limited to, the following components:

- 5 1. Compile basic *O. mykiss* life history information, including observations with
6 identification of life stage and habitat associations (general demographics).
- 7 2. Characterize the availability of present and potential suitable habitat within the Watershed
8 for key life stages such as adult spawning and juvenile rearing.
- 9 3. Identify and describe immigration and emigration conditions and constraints throughout
10 the Watershed.
- 11 4. Identify and describe egg incubation and fry emergence requirements, existing conditions,
12 and constraints within the Watershed.
- 13 5. Identify key stressors that limit the distribution, abundance, and reproductive success of
14 *O. mykiss* in the Watershed.

15 **E. MANAGEMENT ACTIONS**

16 As described in the Physical Solution at Section IV, *Immediate Management Actions*, the Parties
17 shall begin implementing the Immediate Management Actions upon entry of the Physical
18 Solution. These Immediate Management Actions are intended to help decrease physical stressors
19 to *O. mykiss* in the Watershed by providing localized habitat benefits (e.g., improved access to
20 spawning and rearing habitats, habitat complexity, and water quality). The FHEP shall consider
21 information gained through implementation and monitoring of the Immediate Management
22 Actions, along with other available information, to identify, evaluate the feasibility of and
prioritize, recommend, and guide implementation of future Management Actions designed to
achieve the Goal.

23 ***Prioritized List of Future Management Actions***

24 The FHEP shall build on the Immediate Management Actions and include a prioritized list of
25 recommended future Management Actions designed to achieve the SMART Environmental and
26 Biological Objectives, along with an implementation schedule, feasibility analysis, and an initial
27 cost estimate for implementation and additional monitoring/evaluations. The Management
Entities shall use this prioritized list to select future Management Actions, direct monitoring
efforts, and identify response metrics to evaluate contributions toward achieving the
Environmental and Biological Objectives.

28 ***Response Metrics***

The FHEP shall describe the metrics that will be used to evaluate environmental and biological
responses for each recommended future Management Action. These environmental and biological
response metrics shall be measured to evaluate whether each recommended Management Action
ultimately contributes to achieving the Environmental and Biological Objectives. Response
metrics shall be identified to allow evaluation of both the Environmental and Biological
Objectives identified in the FHEP, with relevant monitoring included in the Monitoring Program.

Examples of environmental response metrics pertinent to the Environmental Objectives EO1,
EO2, and EO3 include, but are not limited to:

- The amount (river miles) of and duration (days) that stream channels remained wetted within the Watershed (EO1, EO2, EO3).
- The amounts and types of habitat complexity (e.g., amount of large woody material, instream and overhead cover habitat such as boulders and riparian vegetation, or spawning gravel) in key locations within the Watershed (EO2).
- The duration of habitat persistence (e.g., number of days with available habitat for a given life stage) (EO1, EO2, EO3).

Examples of biological response metrics pertinent to the Biological Objectives BO1, BO2, and BO3 include, but are not limited to:

- The number of redds counted within the Watershed over an identified adaptive-management period considering hydrologic conditions (BO1).
- The number and spatial distribution of juveniles observed to be using rearing habitat within the Watershed over an identified adaptive-management period considering hydrologic conditions (BO2 and BO3).

F. MONITORING

The FHEP shall review, and, if needed, revise the Initial Monitoring Program attached as Exhibit C to the Physical Solution (which includes the Mainstem Monitoring Plan and the San Antonio Creek Monitoring Plan). The FHEP shall ensure that the Monitoring Program identifies short- and long-term monitoring needed to support the information needs identified in the FHEP, and that it informs adaptive management under the Physical Solution. This includes monitoring to evaluate the effectiveness of Management Actions in achieving the Biological and Environmental Objectives and progress towards attainment of the Goal of the FHEP.

Monitoring shall follow standardized operating procedures for the type of monitoring (e.g., hydraulic surveys/2D modeling, riffle transects, redd surveys, snorkel surveys, fixed-point counting stations, and dissolved oxygen/temperature monitoring) with sufficient detection probability targets for key events (e.g., adult passage). The Monitoring Program shall specify data continuity requirements (e.g., sensor uptime and revisit intervals) and quality assurance/quality control (QA/QC) protocols (e.g., calibration, drift checks, and outlier rules).

The monitoring shall be designed to meet the data and information needs described above. Examples of data that shall be collected under the Monitoring Program include, but are not limited to:

- Data necessary to inform and evaluate response metrics, for assessment of Management Actions' contributions toward achieving Environmental and Biological Objectives, as well as the Goal.
- Data necessary to characterize (1) changes in habitat conditions, and (2) changes in the distribution and abundance of *O. mykiss* within the Watershed.

The FHEP shall identify and integrate various modeling and standard data collection methods, including statistically based subsampling, and consider emerging monitoring methods, depending on the specific management objective(s) and data gap(s) to be addressed. The FHEP shall consider these and other data needs and analytical tools during development and implementation.

1 The Monitoring Program shall describe methods that will be used to collect and report data in a
2 consistent and standardized manner, how such data will be made available to the public, and how
such data will support adaptive management.

3 The information and data that result from the Monitoring Program, along with other available
4 data and information, shall be used to evaluate the effectiveness of Immediate Management
5 Actions and future Management Actions in contributing to achievement of Environmental and
6 Biological Objectives to inform adaptive management. The Monitoring Program shall provide for
evaluation of each Management Action's biological and environmental response metrics, as well
as the ability of conditions in the Watershed to support the recovery of and contribute to the long-
term persistence of a viable, self-sustaining *O. mykiss* population.

7 The Monitoring Program may be updated as information is gained through modeling, monitoring,
8 or other information sources over time.

9 **G. ADAPTIVE MANAGEMENT**

10 The FHEP shall include an Adaptive Management Program that clearly identifies parties,
11 decision-making processes, and implementation timelines for evaluating whether environmental
12 and biological objectives are being achieved. The Program shall compare observed conditions and
outcomes against defined performance metrics, objectives, and scientific hypotheses, and track
the effectiveness of Management Actions over time. If any biological or environmental objectives
reasonably cannot be achieved, revised objectives shall be developed using the best available
science.

13 The Adaptive Management Program shall incorporate the best available science at the time of
14 implementation and be updated as new scientific information, monitoring data, and technical
15 analyses become available. The Program shall also specify how, and to what extent, the FHEP
and all associated plans (including, but not limited to, the Monitoring Program) will be reviewed
and updated to incorporate lessons learned, consistent with agreed upon timelines and the
Physical Solution.

16 ***Purpose and Intent***

17 Adaptive management provides a flexible framework for decision making under uncertainty,
18 which is particularly important in the Watershed where episodic flows, drought, wildfire,
sediment pulses, lagoon mouth dynamics, and competing water uses influence habitat availability
and *O. mykiss* life history expression. Adaptive management emphasizes learning while doing to
19 refine and improve Management Actions over time. It measures how well Management Actions
help meet ecological, social, and operational goals; meet biological and environmental objectives;
20 and increase scientific knowledge.

21 Adaptive management involves evaluating existing actions, exploring alternative and/or
22 additional actions, predicting outcomes, implementing selected actions, monitoring the results,
and adjusting management actions and predictions accordingly over time to achieve the goals and
objectives. This cycle continues as new information becomes available.
23
24
25
26
27
28

To be effective for the Watershed, the Adaptive Management Program shall include the following components:

1. Management Decision Framework

The Adaptive Management Program shall identify processes and criteria for recommending and implementing future Management Actions, consistent with processes and criteria in the Physical Solution.

2. Public and Agency Engagement

The Adaptive Management Program shall identify procedures for engagement with interested parties and relevant agencies to support coordination, transparency, and information exchange, consistent with procedures in the Physical Solution.

3. Adjustable Objectives

The Adaptive Management Program shall provide clear Biological and Environmental Objectives, that support achieving the Goal, and which can be refined or adjusted as new information is obtained through monitoring and evaluation.

4. Resource Relationship Characterization

The Adaptive Management Program shall include processes and procedures to refine the descriptions of biological and environmental relationships and potential management effects, as informed by monitoring data, applicable analytical tools, and other available information.

5. Monitoring Program

The Adaptive Management Program shall recommend any necessary changes to the Monitoring Program to generate high quality, reliable data using verified, scientifically sound methods, and provide timely data sharing among parties to support informed adaptive decision making.

6. Performance Evaluation

The Adaptive Management Program shall include quantifiable response metrics for assessing progress toward the Biological and Environmental Objectives and determining whether Management Actions are moving conditions in the desired direction. The Adaptive Management Program shall identify predefined decision triggers tied to expected effects of individual Management Actions to support timely adjustment of those actions (e.g., “if-then” response frameworks). The Adaptive Management Program shall document the basis for any decision to maintain, modify, or defer changes to Management Actions in response to observed outcomes.

7. Regulatory Consistency

The Adaptive Management Program’s processes and procedures shall be consistent with, and operate within, existing legal and regulatory frameworks, be compliant with the federal and California Endangered Species Acts, and support recovery planning. Under Code of Civil Procedure section 850(a), the Physical Solution shall be consistent with Section 2 of Article X of the California Constitution and under section 850(b), the Physical Solution shall not substantially impair the ability of a groundwater sustainability agency, the State Board, or DWR to comply with SGMA and to achieve sustainable groundwater management.

The Adaptive Management Program shall be updated after Matilija Dam is removed or within 10 years of entry of the Physical Solution, whichever occurs first, and then thereafter on a seven-year cycle to accommodate two generations of *O. mykiss* (averaging 3 and 4 years per generation). The Program will identify new or adapted Management Actions and, if necessary, adjusted objectives,

to be considered for implementation, consistent with the Physical Solution, that incorporate lessons learned.

Implementation

The Adaptive Management Program shall provide flexibility for the Management Entity to evaluate the effects of each Management Action on environmental and biological responses that contribute toward achieving the Environmental and Biological Objectives.

At a minimum, the Management Entity Technical Advisory Committees shall each convene annually to:

- **Review the Monitoring Program** to confirm that the selected monitoring parameters, indicators, sampling designs, and analytical methods are scientifically appropriate and sufficient to evaluate Management Actions and environmental and biological responses relative to the FHEP's Goal. During the annual meeting, these entities shall identify any revisions to the Monitoring Program needed to improve data quality and monitoring efficiency in the upcoming year and to provide recommendations to the Management Entities. The Management Entities shall consider the recommendations at an open and public meeting in connection with the Annual Report.
- **Review Ongoing Management Actions** to determine and recommend any necessary changes to existing Management Actions based on information gained in the prior year. During their annual meetings, the Technical Advisory Committees shall discuss whether new information supports changes to the implementation of existing Management Actions to improve their effectiveness in the following year. Based on those discussions, these entities shall provide recommendations to the Management Entities. The Management Entities shall consider the recommendations at an open and public meeting in connection with the Annual Report.
- **Evaluate the prior year's monitoring results and all other relevant scientific information** to assess trends, evaluate progress toward the Environmental and Biological Objectives, and determine whether observed conditions support, contradict, or refine existing hypotheses.
- **Review the prioritized list of recommended Future Management Actions** based on emerging data, new scientific findings, completed actions, and observed environmental and biological responses. During their annual meetings, the Technical Advisory Committees shall discuss whether new information supports changes to the priority, timing, or design of future Management Actions to improve the effectiveness of adaptive management in the following year. Based on those discussions, they shall provide recommendations to the Management Entities. The Management Entities shall consider the recommendations at an open and public meeting in connection with the Annual Report.

References

- Allen, M.A. 2015. Steelhead Population and Habitat Assessment in the Ventura River/Matilija Creek Basin: 2006-2012. Final Report. Prepared for Surfrider Foundation and California Department of Fish and Wildlife. Normandeau Associates, Inc.; Arcata, CA. March 31.
- Boughton, D., P. Adams, E. Anderson, C. Fusaro, E. Keller, E. Kelley, L. Lentsch, J. Nielsen, K. Perry, H. Regan, J. Smith, C. Swift, L. Thompson, F. Watson. (2007). Viable Criteria for Steelhead of the South-Central and Southern California Coast. NOAA Technical Memorandum NMFS. NOAA-TM-NMFS-SWFSC-407.
- Boughton, D., J. Nelson, and M. K. Lacy. (2022). Fish Bulletin 182: Integration of steelhead viability monitoring, recovery plans and fisheries management in the southern coastal area. California Department of Fish and Wildlife.
- Lindley, S.T., R. Schick, E. Mora, P. Adams, J. Anderson, S. Greene, C. Hanson, B. May, D. McEwan, R. Macfarlane, C. Swanson, and J. Williams. (2007). Framework for assessing viability of threatened and endangered Chinook salmon and steelhead in the Sacramento-San Joaquin basin. San Francisco Estuary and Watershed Science.
- McElhany, P., M. H. Ruckelshaus, M. J. Ford, T. C. Wainwright, and E. P. Bjorkstedt. (2000). Viable salmonid populations and the recovery of evolutionary significant units. NOAA Technical Memorandum NMFS-NWFSC TM-42.
- NMFS. (2005). Endangered and Threatened Species; Designation of Critical Habitat for Seven Evolutionarily Significant Units of Pacific Salmon and Steelhead in California. Federal Register; Vol. 70, No. 170, pg. 52488. September 2.
- NMFS. (2012). Southern California steelhead recovery plan. National Marine Fisheries Service, Southwest Region, Long Beach, CA.
- NMFS. (2023). 5-year review: summary & evaluation of southern California steelhead. National Marine Fisheries Service, West Coast Region, Long Beach, CA.
- Ohms, H. A., M. R. Sloat, G. H. Reeves, C. E. Jordan, and J. B. Dunham. (2014). Influence of sex, migration distance, and latitude on life history expression in steelhead and rainbow trout (*Oncorhynchus mykiss*). Canadian Journal of Fisheries and Aquatic Sciences. 71: 70-80.

APPENDIX B

January 14, 2025, Notice of Ruling for Case No. 19STCP01176

SHAWN D. HAGERTY, Bar No. 182435
shawn.hagerty@bbklaw.com
BEST BEST & KRIEGER LLP
655 West Broadway
15th Floor
San Diego, California 92101
Telephone: (619) 525-1300
Facsimile: (619) 233-6118

CHRISTOPHER MARK PISANO, Bar No. 192831
christopher.pisano@bbklaw.com
BEST BEST & KRIEGER LLP
300 South Grand Avenue
25th Floor
Los Angeles, California 90071
Telephone: (213) 617-8100
Facsimile: (213) 617-7480

Attorneys for Defendant and Cross-Complainant
CITY OF SAN BUENAVENTURA

Electronically FILED by
Superior Court of California,
County of Los Angeles
1/17/2025 10:14 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By K. Valenzuela, Deputy Clerk

EXEMPT FROM FILING FEES PURSUANT
TO GOVERNMENT CODE SECTION 6103

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SANTA BARBARA CHANNELKEEPER, a
California non-profit corporation,

Petitioner,

v.

STATE WATER RESOURCES CONTROL
BOARD, et al,

Respondents.

CITY OF SAN BUENAVENTURA, et al.,

Cross-Complainant,

v.

DUNCAN ABBOTT, an individual, et al.,

Cross-Defendants.

Case No. 19STCP01176

Judge: Hon. William F. Highberger

NOTICE OF RULING

Action Filed: Sept. 19, 2014
Trial Date: Not Set

NOTICE OF RULING

On January 14, 2025, the parties appeared at a hearing to consider the proposed Interim Order Pending a Physical Solution, the Honorable William F. Highberger, presiding. At the hearing, the parties stated their appearances on the record and/or they are reflected on LA Court Connect records.

The Court issued the following Order and rulings:

1. On January 14, 2025, the Court entered a Stipulated Interim Order Pending a Physical Solution, attached hereto as **Exhibit A**.
2. The Court will hold Status Conferences on May 22, 2025 at 11:00 a.m., August 22, 2025 at 10:00 a.m., November 21, 2025 at 10:00 a.m. and January 16, 2026 at 10:00 a.m. City of San Buenaventura (Ventura) and Santa Barbara Channelkeeper (SBCK) will coordinate the filing of a Joint Report seven (7) days before each of these Status Conferences (i.e., Joint Reports to be filed on May 15, 2025, August 15, 2025, November 14, 2025 and January 9, 2026).
3. Ventura will hold a monthly meeting with SBCK and will invite all other mediating parties to the meetings.
4. The current stay of this case is extended for all purposes to April 1, 2026, subject to extension by the Court for good cause shown.
5. Any party (including but not limited to SBCK) may, with twenty (20) days' notice, file a motion asking the Court to lift the stay.
6. The Court entered a Minute Order, dated January 14, 2025, attached hereto as **Exhibit B**.

Dated: January 17, 2025

BEST BEST & KRIEGER LLP

By: 

SHAWN D. HAGERTY
CHRISTOPHER M. PISANO
Attorneys for Defendant and Cross-
Complainant
CITY OF SAN BUENAVENTURA

DRAFT

EXHIBIT A

SHAWN D. HAGERTY, Bar No. 182435
shawn.hagerty@bbklaw.com
BEST BEST & KRIEGER LLP
655 West Broadway
15th Floor
San Diego, California 92101
Telephone: (619) 525-1300
Facsimile: (619) 233-6118

CHRISTOPHER MARK PISANO, Bar No. 192831
christopher.pisano@bbklaw.com
BEST BEST & KRIEGER LLP
300 South Grand Avenue
25th Floor
Los Angeles, California 90071
Telephone: (213) 617-8100
Facsimile: (213) 617-7480

Attorneys for Defendant and Cross-Complainant
CITY OF SAN BUENAVENTURA

EXEMPT FROM FILING FEES PURSUANT
TO GOVERNMENT CODE SECTION 6103

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SANTA BARBARA CHANNELKEEPER, a
California non-profit corporation,

Petitioner,

v.

STATE WATER RESOURCES CONTROL
BOARD, et al,

Respondents.

CITY OF SAN BUENAVENTURA, et al.,

Cross-Complainant,

v.

DUNCAN ABBOTT, an individual, et al.,

Cross-Defendants.

Case No. 19STCP01176
Judge: Hon. William F. Highberger

**~~[PROPOSED]~~ STIPULATED INTERIM
ORDER PENDING A PHYSICAL
SOLUTION**

Date: January 14, 2025
Time: 9:00 a.m.
Dept: 10

Action Filed: Sept. 19, 2014
Trial Date: Not Set

~~PROPOSED~~ STIPULATED INTERIM ORDER PENDING A PHYSICAL SOLUTION

On January 14, 2025 at 9:00 a.m., the parties appeared in Department 10 of the above-captioned Court on the Motion for Approval of a Stipulated Interim Order Pending a Physical Solution (Motion). The appearances of the parties are as noted in the record. Having read and considered the Motion, all of the supporting papers and declarations, evidence admitted, and having heard argument of counsel, and good cause appearing therefore, the Court GRANTS the Motion and APPROVES the Stipulated Interim Order Pending a Physical Solution (Stipulated Interim Order) as follows:

BACKGROUND

1. This case is a comprehensive adjudication involving the Ventura River Watershed (Watershed) that is proceeding in accordance with Code of Civil Procedure sections 830 and following, commonly known as the Comprehensive Adjudication Statute. The case has been designated as complex pursuant to California Rules of Court, 3.400(a).

2. This case was originally filed by Plaintiff and Petitioner Santa Barbara Channelkeeper (Channelkeeper) against the State Water Resources Control Board (State Board) and the City of San Buenaventura (Ventura). Ventura subsequently filed and served a Cross-Complaint against certain named surface or groundwater users in the Watershed, as well as all property owners in the four groundwater basins that are located, at least in part, within the Watershed, in accordance with the notice procedures in Code of Civil Procedure section 836. The State Board and the California Department of Fish & Wildlife (CDFW) have intervened in Ventura's Cross-Complaint. Channelkeeper has not intervened in Ventura's Cross-Complaint.

3. In accordance with the Comprehensive Adjudication Statute, the Court has previously entered the following Orders that govern the continued processing of this case:

a. On June 21, 2021, the Court entered an Order based on the Stipulation for Dismissal between Ventura and Channelkeeper. That Order dismissed with prejudice Channelkeeper's First Amended Complaint as against the City, but confirmed certain rights retained by Channelkeeper, including, but not limited to, the "ability to comment on, support, or

1 challenge the physical solution proposed by any party in the Action pursuant to Section 1.5 of the
2 Amendment to Settlement Agreement.”

3 b. On January 13, 2022, the Court entered the Order Establishing Watershed
4 and Basin Boundaries. That Order defines the boundaries of the Watershed as well as the
5 boundaries of the following four groundwater basins that are located, at least in part within the
6 Watershed: Upper Ojai Valley Groundwater Basin, the Ojai Valley Groundwater Basin, the
7 Ventura River Valley—Upper Ventura River Subbasin and the Ventura River Valley—Lower
8 Ventura River Subbasin.

9 c. On October 7, 2022, the Court entered the Interim Order Confirming an
10 Exempt Cross-Defendant Class. That Order confirmed the existence of an Exempt Cross-
11 Defendant class consisting of Cross-Defendants who currently self-identify as diverting or
12 extracting less than five (5) acre-feet per year (AFY) of water from the Watershed.

13 4. The case has been stayed in accordance with Code of Civil Procedure section
14 848(a) since April 12, 2022 to allow a structured mediation to occur. The stated purpose of the
15 structured mediation is to develop and propose to the Court a Physical Solution to govern the
16 Watershed. As reflected in Code of Civil Procedure section 849, this Court has the authority and
17 the duty to consider and impose a Physical Solution where necessary and consistent with Article
18 X, Section 2 of the California Constitution.

19 5. The following parties are currently directly engaged in the structured mediation,
20 and have stipulated to the Court’s approval of this Stipulated Interim Order: Ventura, Cross-
21 Defendants Casitas Municipal Water District (Casitas), the City of Ojai (Ojai), Ventura River
22 Water District (VRWD), Meiners Oaks Water District¹ (MOWD), the Wood-Claeysens
23 Foundation (Foundation), Rancho Matilija Mutual Water Company (Rancho Matilija), and the
24 Ventura County Watershed Protection District (Watershed Protection), and Interveners the State
25 Board and CDFW. These parties are collectively referred to in this Stipulated Interim Order for
26 convenience as the “Moving Parties”. Ventura and the Cross-Defendant parties listed in this
27 paragraph are collectively referred to in this Stipulated Interim Order for convenience as the
28

¹ A Cross-Defendant listed on the Court’s docket as “Meiners Oaks County Water District.”

1 “Watershed Parties”. Notwithstanding the use, for convenience, of the defined terms “Moving
2 Parties” or “Watershed Parties”, the obligations of the individual members of the Moving Parties
3 or the Watershed Parties in this Stipulated Interim Order are not joint and several, unless
4 expressly provided in this Stipulated Interim Order (by, for example, the use of the phrase “Each
5 Watershed Party shall . . .” to demonstrate that each member has an obligation). As more fully
6 explained in paragraph 20 of this Stipulated Interim Order, each Watershed Party or Moving
7 Party shall only be responsible for the specific obligations assigned to it in this Stipulated Interim
8 Order.

9 6. On December 20, 2024, Ventura filed a Motion, with the stipulated support of the
10 Moving Parties, requesting the Court to enter the Stipulated Interim Order, and thereby impose
11 certain specific requirements on specific members of the Moving Parties, establish a specific
12 timeline and schedule to complete the structured mediation, and continue the stay. The Court
13 finds good cause for approving the Stipulated Interim Order, and hereby GRANTS the Motion
14 and ADOPTS the Stipulated Interim Order.

15 **Interim Flow Protocols and Conservation Requirements**

16 7. Foster Park Protocols: Ventura will implement the following operational protocols
17 at Foster Park (Foster Park Protocols) during the term of this Stipulated Interim Order (as the
18 term is defined in paragraph 15 below). Ventura will cease water extraction at Foster Park when
19 flow measured at Foster Park in a “wet” month is less than 9 cfs, when flow measured at Foster
20 Park in a “moderate” month is less than 7 cfs and when flow measured at Foster Park in a “dry”
21 month is less than 5 cfs. The manner in which it will be determined whether a month is a “wet”,
22 “moderate” and “dry” month is described in Exhibit “A” to this Stipulated Interim Order.
23 Ventura shall measure the flow for purposes of the Foster Park Protocols at its Ventura River 1
24 (VR1) gage. If VR1 is not operational, Ventura shall measure the flow for purposes of the Foster
25 Park Protocols using the United States Geological Survey gage 11118500 located at Casitas
26 Bridge. Ventura’s implementation of the Foster Park Protocols is subject to the specific
27 emergency exceptions and noticing provisions set forth in Exhibit “B” to this Stipulated Interim
28 Order.

1 8. San Antonio Creek Flow Protocols: Casitas will assure a minimum flow of 0.5 cfs
2 to exist in San Antonio Creek as measured within Camp Comfort in the vicinity of the potential
3 habitat project referenced herein in paragraph 11.c below. This minimum flow requirement may
4 be suspended by Casitas when Casitas has declared the existence of a Stage 5 condition as
5 described in its current Water Efficiency and Allocation Program (WEAP) at a noticed public
6 meeting and has provided notice of the proposal to adopt, and of the adoption of, such a
7 declaration by the Casitas Board to the Court. Casitas will assure this minimum flow by whatever
8 means it elects, including, but not limited to, flow augmentation from groundwater or other
9 sources. Initiation of flow augmentation measures will be subject to applicable regulatory
10 approvals. Casitas will provide the State Board and CDFW with an initial identification of flow
11 augmentation options, applicable permitting requirements, and a proposal as to the timing of
12 implementation by on or before February 17, 2025. Casitas will also consider, and meet and
13 confer with the State Board and CDFW about, setting minimum flows for “moderate” and/or
14 “wet” periods as a result of the technical work that will be completed through this Stipulated
15 Interim Order. Casitas will measure flow at the location within Camp Comfort once per week
16 during the pendency of this Stipulated Interim Order. Results and details about these
17 measurements (including a detailed description of the method for measurement and the quality
18 assurance and quality control efforts related to the measurement) will be provided in the quarterly
19 reports.

20 9. Robles Diversion Flow Protocols: Casitas will continue to maintain the flow
21 protocols, summarized in Exhibit “C” hereto, in the existing 2003 National Marine Fisheries
22 Service Biological Opinion issued to the United States Bureau of Reclamation for the operation
23 of the Robles Diversion and Fish Passage Facility.

24 10. Conservation Requirements: Each of the individual Watershed Parties shall
25 implement all legally required water conservation measures. For public agency parties, the
26 conservation measures shall be no less than those required by existing laws, ordinances and
27 agreements applicable to them. For agricultural parties, industry standard agricultural
28 conservation measures shall be implemented. This provision does not address nor impair in any

1 manner the water rights claims of the Watershed Parties and does not specify a specific water
2 consumption amount for agricultural parties. The Watershed Parties will provide detailed
3 information about the water conservation measures they are implementing, and any actions taken,
4 in the quarterly reports.

5 **Interim Watershed Projects**

6 11. The Watershed Parties with jurisdictional authority to act and as identified in the
7 following paragraphs shall implement the projects listed below:

8 a. Removal of Pipeline Passage Barrier at Foster Park: Ventura shall
9 implement the pipeline passage barrier removal project at Foster Park. Ventura will use good
10 faith efforts to complete a passage barrier removal feasibility study and identify preferred
11 alternatives by July 31, 2025. Following selection of the preferred alternative, Ventura will
12 develop a design, permitting and construction schedule for the project, in coordination with the
13 permitting agencies, and shall report that schedule to the Court by December 31, 2025 and also
14 provide updates through the quarterly reporting process in this Stipulated Interim Order. This
15 Stipulated Interim Order may be amended to include the design, permitting and construction
16 schedule through the process described in this Stipulated Interim Order.

17 b. Fraser Street Road Passage Barrier Improvement: The Watershed Parties,
18 as expressly provided for in this Stipulated Interim Order, shall support project-specific efforts
19 toward improvements to the Fraser Street Road Crossing. This support may include future
20 monetary contributions to fund feasibility studies, engineering design, and project permitting and
21 potential project-specific implementation. The Watershed Parties shall commence the
22 preliminary planning process on or before June 1, 2025, and will include in that preliminary
23 planning process an assessment of the permitting requirements, the anticipated cost for
24 implementation of the project, and identification of funding sources (including grants) or local
25 funding options. Updates on this preliminary planning process will be reported to the Court
26 through the quarterly reporting process contained in this Stipulated Interim Order. Any
27 improvements selected will be subject to a final feasibility study, appropriate funding, permitting
28 and all required approvals.

1 c. Steelhead Habitat Enhancement Pilot Project: This project involves
2 planning for the creation of habitat complexity components to improve *O. mykiss* rearing and
3 holding opportunities in San Antonio Creek. The planning process shall include the physical,
4 hydrological and biological assessment of a range of projects such as installation of a pool or
5 pools downstream of Camp Comfort, large woody debris, or other enhancements. The planning
6 process will also include an assessment of the permitting requirements, the anticipated cost for
7 implementation of the projects, and identification of funding sources (including grants) or local
8 funding options (including potential future funding commitments of specific Watershed Parties or
9 other funding options through a final Physical Solution). Casitas shall commence this planning
10 process on or before June 1, 2025, and will report progress to the Court through the quarterly
11 reporting process contained in this Stipulated Interim Order.

12 d. Arundo Removal: The Watershed Parties, the State Board and CDFW, as
13 provided in this Stipulated Interim Order, will support and expedite Arundo removal and related
14 maintenance work through the efforts of Cross-Defendant Ojai Valley Land Conservancy
15 (OVLC) and/or other subsequently identified and agreed upon parties. The Watershed Parties
16 have met and will continue to meet with OVLC to develop a feasibility plan to support OVLC's
17 efforts, including eradication prioritization efforts in upstream locations. Ventura and any other
18 Watershed Party who elects to participate will also develop a funding plan to support OVLC's
19 efforts. The Watershed Parties will update the Court on this feasibility plan through the quarterly
20 reporting process. Ventura will similarly update the Court on the funding plan through the
21 quarterly reporting process. Each Watershed Party shall only be responsible for its specific
22 commitments, if any, made in the feasibility plan, and/or, as applicable, any financial or "in kind"
23 commitments as made in the funding plan, which commitments are all subject to public agency
24 approval, as applicable, for any public agency that has chosen to participate. The Watershed
25 Parties understand that OVLC will be responsible for its procurement, permitting and other
26 aspects of implementation of the Arundo removal work. The Moving Parties will also cooperate
27 in and, as appropriate, support OVLC's efforts to expeditiously obtain all required state and
28 federal authorizations for conducting Arundo removal efforts.

1 e. Human Encampments. Interested members of the Watershed Parties with
2 jurisdictional authority, control of specific private property or who otherwise wish to participate,
3 the State Board and CDFW shall meet to discuss ways in which they may be able to work in good
4 faith to support the removal of human encampments in the Watershed that have a negative impact
5 on Watershed conditions. It is understood that not all Moving Parties have jurisdictional
6 authority over addressing conditions in human encampments and that the only requirement under
7 this provision is to meet to discuss the issue in good faith.

8 f. Matilija Dam Removal Efforts: The Watershed Parties will reasonably
9 support the Matilija Dam removal efforts.

10 g. Permitting Requirements: All of the projects and activities identified in
11 this paragraph are subject to compliance with all applicable laws and the obtaining of all
12 applicable permits, including, but not limited to, approvals as necessary from Watershed
13 Protection in implementing Ordinance No. WP-2.

14 **Initial Governance Efforts**

15 12. The Watershed Parties will work with the Ojai Basin Groundwater Management
16 Agency (OBGMA) and the Upper Ventura River Groundwater Agency (UVRA) to seek to cause
17 those agencies to commence any required processes necessary for those agencies to serve as
18 potential Management Entities in a permanent Physical Solution. The requirements of this
19 paragraph and the actions required under it will not prejudice what is to be included in any
20 permanent Physical Solution, which may include different or additional Management Entities,
21 including, but not limited to, the Foundation and Cross-Defendants in the Upper Ojai Basin, who
22 may also play a management role as part of a permanent Physical Solution. The purpose of this
23 paragraph is solely for the Watershed Parties to work with OBGMA and UVRA to commence
24 any processes that are required such that those entities would be available for timely designation
25 by the Court as Management Entities in the event that they are proposed as such in the permanent
26 Physical Solution and agree to such a role.

Quarterly Reporting and Court Oversight

13. The Moving Parties shall file quarterly reports with this Court regarding the status of conditions in the Watershed, status of implementation of the Stipulated Interim Order, and the status of the structured mediation. Ventura will be responsible for coordinating the preparation and filing of these quarterly reports. Conditions in the Watershed to be included in these quarterly reports shall include, at a minimum, publicly available measured flow data at Foster Park and Camp Comfort and general information about precipitation in the Watershed, the measured level of Lake Casitas and other publicly reported information relevant to this Court's understanding of Watershed conditions. The quarterly report shall also include material updates on actions, if any, taken to implement the specific terms of this Stipulated Interim Order.

14. The Court, upon request of one or more of the Moving Parties, may consider amendments to this Stipulated Interim Order based on the information contained in the quarterly reports. To the extent that the Moving Parties wish to propose such amendments, they shall do so in the quarterly reports, and the Court may provide instructions to the Moving Parties regarding such proposed amendments.

Term of Stipulated Interim Order, Extension of the Stay and Negotiating Schedule

15. This Stipulated Interim Order and its terms shall end on April 1, 2026, subject to extension by the Court for good cause shown.

16. The current stay of this case shall be extended for all purposes to April 1, 2026, subject to extension by the Court for good cause shown.

17. The Moving Parties shall continue the structured mediation in accordance with the specific negotiating schedule, including monthly, in-person meetings of the mediating parties, attached to this Stipulated Interim Order as Exhibit "D".

18. The Watershed Parties shall provide a complete response (Counter-Offer) to the State Board and CDFW's proposal (Offer) regarding the elements of a permanent Physical Solution to the State Board and CDFW on or before May 1, 2025. The Counter-Offer shall include proposed implementation measures, including measures designed to increase flow, as feasible. To facilitate development of this Counter-Offer, the Watershed Parties have provided a

Counter-Offer development roadmap to the State Board and CDFW. In addition, Casitas and Ventura will, in consultation with the Watershed Parties, the State Board and CDFW, develop a proposed means for defining water-year and/or water-month types by January 31, 2025, for discussion in the structured mediation. The Offer, the Counter-Offer, the Counter-Offer development roadmap, the proposed water-year and/or water-month types shall be considered confidential settlement proposals and are covered by the applicable mediation privilege, unless otherwise agreed to by all the Moving Parties. If the State Board, CDFW, and/or one or more of the Watershed Parties contend that one or more of the Watershed Parties have not timely fulfilled the obligations of this paragraph in good faith, the State Board, CDFW, and/or one or more of the Watershed Parties may, after good faith meet and confer efforts, file a request with this Court to terminate this Stipulated Interim Order and the stay, or to otherwise seek appropriate relief from the Court.

Reservation of Rights and Responsibilities to Implement this Stipulated Interim Order

19. The Moving Parties expressly reserve all of their rights, claims and defenses, including all water rights claims, claims of respective priority and their ability, as needed, to adjudicate such rights and claims in the future in accordance with the Comprehensive Adjudication Statute. In addition, this Stipulated Interim Order has no impact on any of the rights, claims and defenses, including all water rights claims, claims of respective priority and ability, as needed, to adjudicate such rights and claims in the future, of any other Party to this case. All such rights, claims and defenses are reserved.

20. This Stipulated Interim Order only obligates the Moving Parties as expressly provided herein. The obligations of the Watershed Parties set forth in this Interim Order are not joint and several, unless expressly provided. Obligations in this Interim Order that are expressly assigned to a specific party or to specific parties shall be the sole responsibility of that specific party or those specific parties.

21. This Order subject to further terms stated on the record, to be included in City's Notice of Ruling.

IT IS HEREBY ORDERED:

Dated: 01/14/2025


JUDGE WILLIAM F. HIGHBERGER

STIPULATION FOR [PROPOSED] INTERIM ORDER — EXHIBIT A

Interim Water Period Typing Definition for Foster Park Protocols

Introduction

The City of San Buenaventura (City of Ventura, City) has developed a definition of interim water period typing for implementation of the temporary Foster Park Protocols that are included in the proposed Ventura River Adjudication Interim Order, to satisfy the requirement in Item 3 of the Term Sheet for the Interim Order.

On October 11, 2024, the Term Sheet for the Interim Order was agreed upon during a Joint meeting of State and Watershed Parties Principals, including a deadline for submittal of the Foster Park interim water period typing method to the State by December 1st 2024, and agreement by the State and City on the method by January 1, 2025. Over the subsequent month, the City worked on development of potential interim water period typing methods.

City staff conferred with staff from the State Water Resources Control Board and the California Department of Fish and Wildlife (State) on two occasions during the development of the definition. The City incorporated feedback from the State and on December 12, 2024, City and State staff agreed on the interim water period typing definition. The water period typing definition was presented to Principals for the City and State on December 18, 2024 and was approved by all parties.

Proposed Water Period Typing for the Foster Park Protocols in the Proposed Interim Order

Water Month Type Definition

Water month types were defined by precipitation, using thresholds (i.e., “bins”) developed from evaluation of historical precipitation and streamflow data. This method accounts for antecedent watershed conditions by including the previous water year’s (WY) precipitation total as well as the current WY’s cumulative precipitation to date in the water month type calculation.

The water month type for implementation of the Foster Park Protocols in the Proposed Interim Order is defined as inches of precipitation output from a weighted precipitation formula, using daily total precipitation data from the Ventura County Watershed Protection District’s (VCWPD) rainfall gage 030D (Ojai-County Fire Station):

Table 1. Water Month Type and Flow Criteria

Water Month Type	Interim Order Foster Park Protocol Flow Criteria
Wet	9 cfs*
Moderate	7 cfs
Dry	5 cfs

* cfs = cubic feet per second

Table 2. Water Month Type Definitions Using a Weighted Precipitation Formula to Incorporate Antecedent Conditions

As of Date ¹	Formula ²	Water Month Type Based on the Results of the Formula Calculation
Oct 1 st	If Sep total precipitation $\leq 0.9"$, then same month type as June. If Sep. total precipitation $> 0.9"$, then month type is wet.	
Nov 1 st	If Oct. total precipitation $\leq 3.3"$, then same month type as June. If Oct total precipitation $> 3.3"$, then water month type is wet.	
Dec 1 st	$= (0.7 * \text{Precip}_{\text{pre}}) + (0.3 * (\text{Oct} + \text{Nov Precip}))$	Wet: ≥ 21.4 Moderate: 11.9 – 21.3 Dry: ≤ 11.8
Jan 1 st	$= (0.4 * \text{Precip}_{\text{pre}}) + (0.6 * (\text{Oct} + \text{Nov} + \text{Dec Precip}))$	Wet: ≥ 18.1 Moderate: 9.5 – 18.0 Dry: ≤ 9.4
Feb 1 st	$= (0.3 * \text{Precip}_{\text{pre}}) + (0.7 * (\text{Oct} + \text{Nov} + \text{Dec} + \text{Jan Precip}))$	Wet: ≥ 16.0 Moderate: 11.2 – 15.9 Dry: ≤ 11.1
Mar 1 st	$= (0.2 * \text{Precip}_{\text{pre}}) + (0.8 * (\text{Oct} + \text{Nov} + \text{Dec} + \text{Jan} + \text{Feb Precip}))$	Wet: ≥ 23.3 Moderate: 13.8 – 23.2 Dry: ≤ 13.7
Apr 1 st	$= (0.2 * \text{Precip}_{\text{pre}}) + (0.8 * (\text{Oct} + \text{Nov} + \text{Dec} + \text{Jan} + \text{Feb} + \text{Mar Precip}))$	Wet: ≥ 27.2 Moderate: 15.7 – 27.1 Dry: ≤ 15.6
May 1 st	$= (0.1 * \text{Precip}_{\text{pre}}) + (0.9 * (\text{Oct} + \text{Nov} + \text{Dec} + \text{Jan} + \text{Feb} + \text{Mar} + \text{Apr Precip}))$	Wet: ≥ 27.3 Moderate: 16.2 – 27.2 Dry: ≤ 16.1
Jun 1 st	$= (0.1 * \text{Precip}_{\text{pre}}) + (0.9 * (\text{Oct} + \text{Nov} + \text{Dec} + \text{Jan} + \text{Feb} + \text{Mar} + \text{Apr} + \text{May Precip}))$	Wet: ≥ 26.0 Moderate: 15.7 – 25.9 Dry: ≤ 15.6
Jul 1 st	Same water month type as June.	
Aug 1 st	Same water month type as June.	
Sep 1 st	Same water month type as June.	
Notes: ¹ The water month type of the previous month is determined as of the first day of the month, and implementation of flow criteria starting on the second day of each month. The water month type will be re-evaluated on the fifteenth of the month using the next month's formula. See <i>Implementation</i> for details. ² Precipitation data to be used in formula: - Precip = current water year's cumulative precipitation total (inches) - Precip _{pre} = previous water year's annual precipitation total (inches)		

Implementation

From an operational perspective, the City must determine a water month type to inform forward-looking management of pumping. For implementation of the interim Foster Park flow protocols, the City proposes evaluating on the first day of each month what month type has just finished and the fifteenth (15th) day of each month what month type is upcoming. The determined month type will govern operations from the second day of the month through the fifteenth day of the same month when the water month type is re-evaluated. For example, operations in January will be governed by precipitation

through the end of December input into the formula, with the determination of water month type made on January 1st, and the corresponding flow criteria in place from January 2nd through January 15th. On January 15th, the water month type will be evaluated using the February formula and this water month type and corresponding flow criteria will be in place until February 1st. Evaluation of water month type and implementation of a change in flow criteria will occur on workdays only (i.e., Monday – Friday, excluding holidays). If the 1st, 2nd, 15th, or 16th days of the month fall on weekends or holidays, the evaluation and/or implementation will occur on the following weekday.

DRAFT

STIPULATION FOR [PROPOSED] INTERIM ORDER — EXHIBIT B

1.1 The flow regime at Foster Park may be temporarily modified or suspended under emergency conditions. Emergency conditions include Act of God, unforeseen pipe failure, and the inability of the City to obtain sufficient usable replacement water from Casitas Municipal Water District or other sources to serve its customers. The City shall promptly notify the State Board, CDFW and the Court in writing whenever such an emergency condition exists. The notification shall include the justification for the modification, and supporting documentation. If necessary, the City, the State Board and CDFW shall meet and confer about the modification or suspension to limit its impact on Southern California steelhead and other impacted species.

1.2 If the City seeks to modify the flow regime pursuant to Section 1.1 above because it is unable to obtain replacement water from Casitas Municipal Water District, the City shall provide the State Board, CDFW and the Court with 30 days written notice, if such notice is feasible in light of water management plans or testing trends, or as much advance notice as is feasible when the inability results from an unexpected event. If the modification is based on the inability to obtain replacement water from Casitas, the City shall implement the following specific water conservation measures in the impacted service area during the emergency period of modification or suspension:

1.2.1 City Actions.

- a. Encourage maximum conservation by all customers and users in the impacted area.
- b. No outdoor irrigation using potable water will be allowed.
- c. All water use not required for health and safety is prohibited.
- d. Suspend the issuance of any new development approvals and new water connections in the impacted area other than those required to be processed by state law. Building permits which do not create new demand for water or which are for emergencies, public safety and water conservation may be exempted by the City Manager.

1.2.2 Water Customer Actions.

- a. Comply with mandatory water conservation regulations.
- b. Prohibition of all outside water use unless necessary for the preservation of health and safety and the public welfare.
- c. Watering with hand-held five gallon maximum bucket, filled at exterior hose bib or interior faucet (not by hose) shall be allowed at any time. This will assist in preserving vegetable gardens or fruit trees.
- d. The filling of swimming and wading pools is prohibited.

STIPULATION FOR [PROPOSED] INTERIM ORDER — EXHIBIT C

Existing Flow Protocols at the Robles Diversion and Fish Passage Facility

Casitas, as well as the United States Bureau of Reclamation (“USBR”), have been active participants in the recovery of SC steelhead in the Ventura River since the federal listing of Southern California steelhead (*Oncorhynchus mykiss* or “O. Mykiss”) in 1997, through the design, construction, and operation of a fish passage facility at the Robles Diversion and Fish Passage Facility (“Robles Facility”). The Robles Facility, owned by USBR and operated by Casitas, diverts water from the Ventura River to Lake Casitas only when there are sufficient flows in the Ventura River to meet the in-stream flow requirements previously imposed by the 2003 National Marine Fisheries Service (“NMFS”) Biological Opinion for the Robles Diversion and Fish Passage Facility (the “Biological Opinion”).

The Robles Facility is located on the “Dry Reach” of the Ventura River and there is little to no flow in the Dry Reach for most of the year.¹ Prior to diverting at the Robles Facility, a minimum flow of 20 cubic feet per second (CFS) must be confirmed in the Ventura River at the Robles Facility. Diversions rarely occur during summer and fall months due to dry conditions, and there have been some years in the recent past where Casitas has been unable to divert from the Ventura River to Lake Casitas at all.

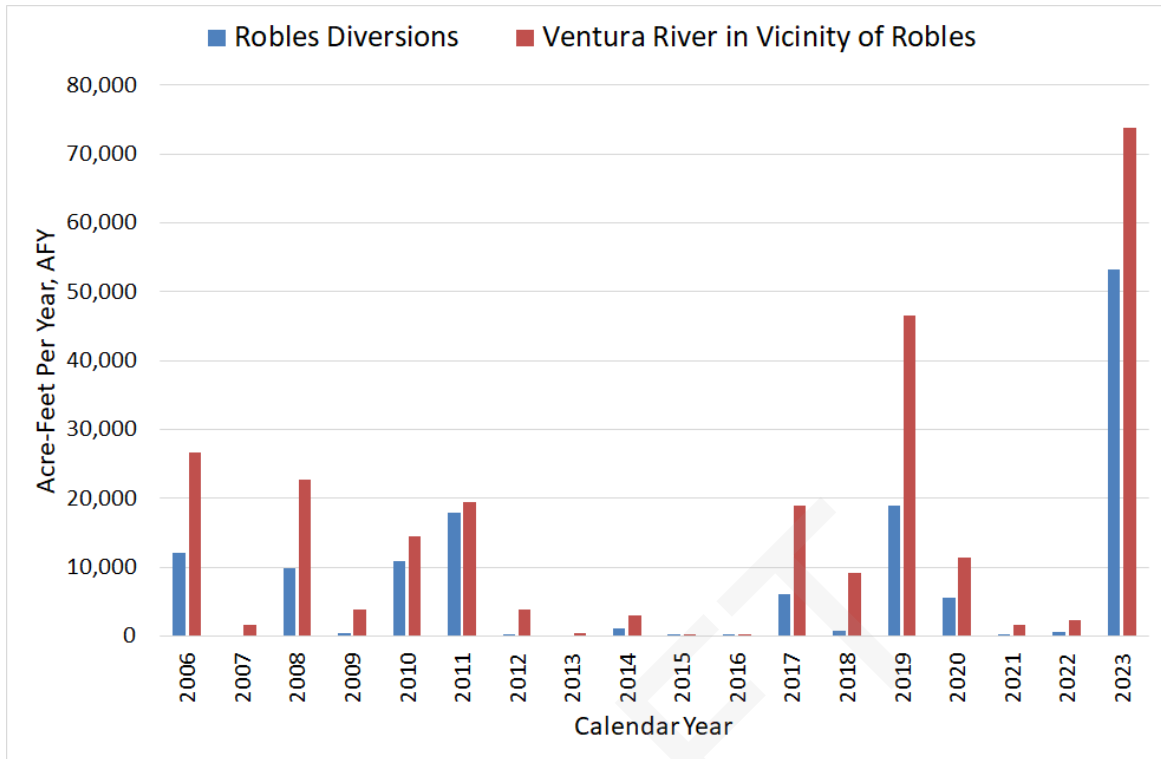
In accordance with the Biological Opinion, during the fish passage augmentation season (January 1 – June 30²), the instream flow requirements imposed on Casitas at the Robles Facility increase before and after storm events. For example, once a defined storm event first occurs, the Biological Opinion imposes a minimum flow in the Ventura River at the location of the Robles Facility of 30 CFS before Casitas can divert from the Ventura River to Lake Casitas. The minimum instream flow bypass requirement increases to 50-171 CFS for 10-12 days after subsequent migratory storm events. Therefore, Casitas, at all times, already bypasses between 20 and 171 CFS at the Robles Diversion per the existing Biological Opinion in order to protect Steelhead.

About 80% of the time there is no significant surface flow in the Ventura River at the Robles Facility (Cardno-Entrix 2012³), and the chart below shows that diversions do not occur during dry periods (e.g. 2012-2016).

¹ In the Dry Reach of the Ventura River water percolates rapidly through the highly permeable riverbed to the groundwater alluvium flowing from north to south, following the surface drainage of the Ventura River. Except during very wet rainfall years, surface water in the Dry Reach generally disappears underground once storm flows have passed—even when surface flow is still present in other reaches of the Ventura River upstream and downstream of the Dry Reach.

² The greatest potential for flow in the vicinity of the Robles Facility falls between January and June each year.

³ Cardno-Entrix. 2012. Ventura River Watershed Protection Plan Report. Prepared for Ventura County Watershed Protection District. February 2012.



The table below shows the estimated amount of Casitas' water that remained in the Ventura River as instream flows since implementation of the NMFS Biological Opinion. After the Biological Opinion was implemented, the Ventura River Watershed experienced extremely dry conditions from 2012-2022 which allowed for little to no diversions at the Robles Facility.. Prolonged drought conditions are common in this flashy Southern California watershed where drought can be immediately followed by extreme precipitation and flooding, sometimes during the same water year.

Casitas Water Remaining in the Ventura River as Instream Flows under NMFS Biological Opinion Operations for Southern CA Steelhead (Estimated based on Calendar Year 2006-2023 Operations)	
Minimum, Acre-Feet per Year	0
Maximum, Acre-Feet per Year	19,724
Average, Acre-Feet per Year	4,256

STIPULATION FOR [PROPOSED] INTERIM ORDER — EXHIBIT D

Monthly meetings between the Watershed Parties and the State shall occur on one day during the third week of each month during the term of the Stipulated Interim Order. The meeting schedule would therefore be as follows:

<u>Mediation Session No.</u>	<u>Month & Year</u>	<u>Mediation Dates</u>
1	January 2025	1/22/25
2	February 2025	2/18/25 – 2/20/25
3	March 2025	3/17/25 – 3/20/25
4	April 2025	4/21/25 – 4/24/25
5	May 2025	5/19/25 – 5/22/25
6	June 2025	6/23/25 – 6/26/25
7	July 2025	7/28/25 – 7/31/25
8	August 2025	8/19/25 – 8/21/25
9	September 2025	9/16/25 – 9/18/25
10	October 2025	10/21/25 – 10/23/25
11	November 2025	11/18/25 – 11/20/25
12	December 2025	12/16/25 – 12/18/25
13	January 2026	1/20/26 – 1/22/26
14	February 2026	2/17/26 – 2/19/26
15	March 2026	3/17/26 – 3/19/26

DRAFT

EXHIBIT B

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 10

19STCP01176

**SANTA BARBARA CHANNELKEEPER vs STATE WATER
RESOURCES CONTROL BOARD, et al.**

January 14, 2025

9:00 AM

Judge: Honorable William F. Highberger
Judicial Assistant: E. Munoz
Courtroom Assistant: R. Sanchez

CSR: Wil S. Wilcox, CSR# 9178
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): No Appearances

NATURE OF PROCEEDINGS: Order to Show Cause Re: Why the Stay Should Be Further Extended; Hearing on Motion - Other for Approval of Stipulated Interim Order Pending a Physical Solution

Pursuant to Government Code sections 68086, 70044, California Rules of Court, rule 2.956, and the stipulation of appearing parties, Wil S. Wilcox, CSR # 9178, certified shorthand reporter is appointed as an official Court reporter pro tempore in these proceedings, and is ordered to comply with the terms of the Court Reporter Agreement. The Order is signed and filed this date.

APPEARANCES:

For Plaintiff(s): (via LACourtConnect) Daniel Cooper;

For Defendant(s): Shawn Hagerty, Jeremy Jungreis, Noah Golden Krasner, Gregory J. Patterson, and Marc N. Melnick;

For Defendant(s): (via LACourConnect): Adam Kear, Brian E. Moskal, Holly Jacobson, Loa E. Bliss, Ryan Blatz, Jeanne Zolezzi, Neal Magurie, Claude R. Baggerly, Bradley Herrema, Bruce Kuebler, Craig Parton, Peter Raymond Duchesneau, Julie Gantenbein, Kelley Dyer, Laura Rearwin, Matthew George Bullock, Michael Flood, Miles Hogan, Robert Daddi, Roger Marzulla, Vivon Sedgwick, and Nathan Metcalf;

Mediator: (via LACourtConnect) Dave Ceppos;

The matters are called for hearing.

The Court's oral tentative is given to counsel in open court.

The above-captioned motion is heard and argued.

Having heard from counsel, the Court adopts its oral tentative as the final order of the court as

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 10

19STCP01176

**SANTA BARBARA CHANNELKEEPER vs STATE WATER
RESOURCES CONTROL BOARD, et al.**

January 14, 2025

9:00 AM

Judge: Honorable William F. Highberger
Judicial Assistant: E. Munoz
Courtroom Assistant: R. Sanchez

CSR: Wil S. Wilcox, CSR# 9178
ERM: None
Deputy Sheriff: None

follows:

The City of San Buenaventura's Motion for Approval of Stipulated Interim Order Pending a Physical Solution filed by City of Buenaventura on 12/23/2024 is Granted.

The motion is granted with the conditions stated on the record.

Request to lift the stay to proceed by way of motion practice with 20 days notice.

Further Status Conference is scheduled for 05/22/2025 at 11:00 AM in Department 10 at Spring Street Courthouse.

Joint status report is due 05/15/2025.

Further Status Conference is scheduled for 08/22/2025 at 10:00 AM in Department 10 at Spring Street Courthouse.

Joint status report is due 08/15/2025.

Further Status Conference is scheduled for 11/21/2025 at 10:00 AM in Department 10 at Spring Street Courthouse.

Joint status report is due 11/14/2025.

Further Status Conference is scheduled for 01/16/2026 at 10:00 AM in Department 10 at Spring Street Courthouse.

Joint status report is due 01/09/2026.

Counsel for City of Buenaventura is to give notice.

Further details of this proceeding are fully reflected in the notes of the court reporter and incorporated herein by reference.

APPENDIX C
UVRGA Stakeholder Engagement Plan, Updated January 2026

**STAKEHOLDER ENGAGEMENT PLAN
UPPER VENTURA RIVER GROUNDWATER BASIN
(4-003.01) VENTURA COUNTY, CALIFORNIA**

**SUSTAINABLE GROUNDWATER MANAGEMENT ACT
(SGMA) PROGRAM**

**PREPARED AND ADOPTED BY THE UPPER VENTURA
RIVER GROUNDWATER AGENCY, MAY 10, 2018**

UPDATED JANUARY 2026

Table of Contents

1 INTRODUCTION	3
2 PURPOSE	3
3 GENERAL INFORMATION	4
3.1 Agency Administrator	4
4 OUTREACH ACTIVITIES	4
4.1 Public Notices.....	4
4.2 Stakeholder Identification	5
4.3 Integrated Regional Water Management.....	8
4.4 Public Hearings/Meetings.....	8
4.4.1 Planning Commission.....	8
4.4.2 Public Meetings.....	9
4.4.3 Local Agency Meetings	9
4.5 Direct Mailings/Email.....	9
4.6 Newsletters/Columns	9
4.7 UVRGA Website	9
4.8 Database	10
4.9 Tribal Engagement	10
4.10 Prioritized Collaboration with Regulatory Agencies and Interested Parties Concerning Depletions of Interconnected Surface Water.....	10
4.11 Outreach to Regulated Well Owners	10
4.12 Additional Opportunities	10
5 EVALUATION	11
5.1 Attendance/Participation	11
5.2 Adherence to Schedule	11
5.3 Plan Update.....	11
APPENDIX A.....	12
TABLE 1: Statutory Requirements of SGMA Referenced in this Plan	12

1 INTRODUCTION

This Stakeholder Engagement Plan (Engagement Plan) summarizes the strategies to educate and involve stakeholders (those individuals and representatives of organizations who have a direct stake in the outcome of the process) and other interested parties in the implementation of a Groundwater Sustainability Plan (GSP) for the Upper Ventura River Groundwater Basin (UVR Basin) – Department of Water Resources (DWR) Basin No. 4-003.01 (Figure 1). This GSP was prepared in accordance with the Sustainable Groundwater Management Act (SGMA), which was signed by Governor Brown in September 2014 and became effective January 1, 2015.

SGMA provides a framework to regulate groundwater for the first time in California’s history. The intent of SGMA is to strengthen local management of specified groundwater basins that are most critical to the state’s water needs by regulating groundwater and land use management activities. SGMA also aims to preserve the jurisdictional authorities of cities, counties and water agencies within groundwater basins while protecting existing surface water and groundwater rights.

The Upper Ventura River Groundwater Agency (UVRGA or Agency), a Groundwater Sustainability Agency (GSA), was formed by five local agencies: County of Ventura (County), City of San Buenaventura (City), Casitas Municipal Water District (CMWD), Meiners Oaks Water District (MOWD), and Ventura River Water District (VRWD). There was extensive stakeholder engagement during that process. The governing board consists of one representative from each of those agencies plus two stakeholder directors representing environmental and agricultural interests. The GSA is responsible for developing a GSP for the UVR Basin to achieve long-term groundwater sustainability. Additionally, SGMA requires and directs GSAs to encourage active involvement of stakeholders and interested parties in the process to sustainability manage the basin. The GSP was prepared in accordance with SGMA and was adopted by UVRGA on January 6, 2022. DWR approved the GSP on April 27, 2023.

2 PURPOSE

The purpose of the outreach activities described in this Engagement Plan is to encourage the active involvement of individual stakeholders and stakeholder organizations, and other interested parties in the implementation of the GSP for the UVR Basin. The GSP was submitted to DWR on January 24, 2022 and approved by DWR on April 27, 2023. The projects and management actions necessary to implement the GSP could affect individuals and groups who have a stake in ensuring the basin is sustainably managed as required by SGMA.

In an effort to understand and involve stakeholders and their interests in the decision- making process, the UVRGA prepared this Engagement Plan to encourage broad, enduring and productive involvement during the GSP development and implementation phases. This Engagement Plan was used to assist the UVRGA in providing timely information to stakeholders and receive input from interested parties during GSP development. This Engagement Plan identifies stakeholders who have an interest in groundwater in the UVR Basin, and recommends outreach, education and communication strategies for engaging those stakeholders. We polled the participants during our GSP development workshops to determine what methods of outreach were working participants indicated that they heard from our agency from emails, connections with UVRGA board members and staff or from friends. In consideration of the interests of all beneficial uses and users of groundwater in the basin, this Engagement Plan has been developed pursuant to California Water Code Section 10723.2. Additionally, this Engagement Plan has

been developed to encourage the active involvement of diverse social, cultural, and economic elements of the population within the UVR Basin, in accordance with GSP Regulations Section 354.10.

3 GENERAL INFORMATION

The following personnel serve as contacts for the public.

3.1 Agency Administrator

For general information about UVRGA contact:

Maureen Tucker, Paralegal, Aleshire & Wynder, LLP, (805)495-4770, email mtucker@awattorneys.com

3.2 Executive Director and GSP Project Manager

The UVRGA's Executive Director and GSP Project Manager is available for stakeholders and the public seeking specific detailed information about the GSP. Contact:

Bryan Bondy, PG, CHG, (805) 646-2114, email BBondy@uvrgroundwater.org

4 OUTREACH ACTIVITIES

The UVRGA is implementing the following outreach activities to maximize stakeholder involvement throughout SGMA implementation.

4.1 Public Notices

To ensure that the general public is apprised of local activities and allow stakeholders to access information, SGMA specifies several public notice requirements for GSAs. Refer to Table 1 in Appendix A for a summary of statutory requirements. Three sections of the California Water Code require public notice before establishing a GSA, adopting (or amending) a GSP, or imposing or increasing fees:

- Section 10723(b). "Before electing to be a groundwater sustainability agency, and after publication of notice pursuant to Section 6066 of the Government Code, the local agency or agencies shall hold a public hearing in the county or counties overlying the basin."
- Section 10728.4. "A groundwater sustainability agency may adopt or amend a groundwater sustainability plan after a public hearing, held at least 90 days after providing notice to a city or county within the area of the proposed plan or amendment. ..."
- Section 10730(b)(1). "Prior to imposing or increasing a fee, a groundwater sustainability agency shall hold at least one public meeting, at which oral or written presentations may be made as part of the meeting....(3) At least 10 days prior to the meeting, the groundwater sustainability agency shall make available to the public data upon which the proposed fee is based."
- Future noticing will occur as required by SGMA.

4.2 Stakeholder Identification

Pursuant to Water Code Sections 10723.8(a)(4) and 10723.2, the Agency will consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing a GSP.

UVRGA engaged stakeholders in the development of the Agency to serve as the GSA. For example, during development of the joint powers authority agreement (“JPA Agreement”) forming the Agency, the signatory members held numerous public meetings to discuss important terms to be included in the JPA Agreement. The signatory members also held multiple stakeholder outreach meetings to engage and educate stakeholders within the UVR Basin about the SGMA requirements, the JPA Agreement, and the Agency’s intention to form a GSA for the UVR Basin. In addition to the Agency’s public outreach efforts, it also designated two seats on its seven-seat Board of Directors for Stakeholder Directors: one seat is reserved for an Agricultural Stakeholder Director and one seat is reserved for an Environmental Stakeholder Director.

The Agency continues its practice of seeking broad stakeholder engagement in management of the UVR Basin’s groundwater resources as it carries out and updates the GSP.

SGMA mandates that a GSA establish and maintain a list of persons interested in receiving notices regarding plan preparation, meeting announcements, and availability of draft plans, maps, and other relevant documents. The UVRGA compiled a list of interested persons for this purpose that will be maintained and updated. A list of stakeholders and interested parties include, but are not limited to, the following:

- a) Holders of overlying groundwater rights, including:
 - 1) Agricultural well owners - There are agricultural users of groundwater operating on land overlying the UVR Basin. To account for these users’ interests, the Agency designated a seat on its seven-member governing board to be filled by an Agricultural Stakeholder Director. The Agricultural Stakeholder Director is appointed from nominations received by the Ventura County Farm Bureau. The Agricultural Stakeholder Director is responsible for engaging the UVR Basin’s agricultural users of groundwater and representing their interests before the Agency.
 - 2) Domestic well owners - There are many domestic wells overlying the UVR Basin, a majority of which are *de minimis* users, as defined by SGMA. The Agency anticipates that the Plan will address the collective interests of domestic users of groundwater wells if issues emerge during Plan implementation and will reach out to those owners by inviting their participation in the Agency’s public meetings.
- b) Municipal Well Operators - The Agency is a joint powers authority created by five local public agencies. Two of the Agency’s signatory members—the City of San Buenaventura and Casitas Municipal Water District—operate municipal wells within the UVR Basin and are represented on the Agency’s Board of Directors.
- c) Public water systems
 - 1) Casitas Municipal Water District
 - 2) Casitas Mutual Water Company

- 3) Meiners Oaks Water District
- 4) Rancho Matilija Mutual Water Company
- 5) Tico Mutual Water Company
- 6) Ventura River Water District
- 7) Ventura Water (City of San Buenaventura)

Signatory members to the JPA Agreement forming the Agency, as well as the Agency itself, have communicated with these entities throughout development of the JPA Agreement and GSP. The Agency will continue to communicate with these entities during plan implementation.

- d) Local land use planning agencies - Both the County of Ventura (“County”) and the City of Ojai have land use planning authority on land overlying the UVR Basin. The County is a signatory member to the JPA Agreement forming the Agency and represented on the Agency’s Board of Directors. The City of Ojai declined to participate in the JPA. However, in February 2022 the City requested to become a member of the GSA. An ad hoc committee was appointed, and the process has not been completed as of this update.
- e) Environmental Organizations and Government Agencies - There are numerous environmental organizations dedicated to preserving and maintaining environmental values operating within the boundaries of the UVR Basin. To account for these users’ interests, the Agency designated a seat on its seven- member governing board to be filled by an Environmental Stakeholder Director. The Environmental Stakeholder Director is appointed from nominations received from local environmental nonprofit organizations operating in the UVR Basin. The Environmental Stakeholder Director is responsible for engaging stakeholders within the UVR Basin representing environmental users of surface and groundwater and representing their interests before the Agency. Environmental organizations and government agencies include, but are not necessarily limited to:
 - 1) California Department of Fish and Wildlife
 - 2). Wildlife Conservation Board
 - 3) State Water Resources Control Board, Instream Flow element of California Water Action Plan
 - 4) Los Angeles Regional Water Quality Control Board
 - 5) National Marine Fisheries Service
 - 6) U.S. Fish & Wildlife Service
 - 7) State Coastal Conservancy
 - 8) Ventura County Public Works, Watershed Protection District
 - 9) Ventura County Resource Conservation District
 - 10) Santa Barbara Channelkeeper
 - 11) Matilija Coalition
 - 12) Surfrider Foundation

- 13) Friends of the Ventura River
 - 14) Ojai Valley Land Conservancy (OVLC)
 - 15) Ojai Green Coalition
 - 16) Cal Trout
 - 17) Ventura River Watershed Council
- f) Surface water users - Based on past studies performed in the UVR Basin, there is a hydrologic connection between surface and groundwater in certain areas of the Ventura River. The State Water Resources Control Board (“SWRCB”) identifies Six entities and/or individuals that have claimed either riparian or appropriative surface water rights to the Ventura River. Three of these six rights holders are signatory members to the JPA Agreement forming the Agency and represented on the Agency’s Board of Directors. The Agency is engaged with Mr. Ford and Mr. Cromer through the Agricultural Stakeholder Director, and Rancho Matilija is engaged through the Rancho Matilija Mutual Water Company’s representative, who participated in phases of GSP development.
- 1) City of San Buenaventura
 - 2) Casitas Municipal Water District
 - 3) Meiners Oaks Water District
 - 4) Ernest Ford
 - 5) Michael Cromer
 - 6) Rancho Matilija
- g) The federal government – No land overlying the UVR Basin is managed by the Federal Government
- h) California Native American Tribes- A representative of overlying California Native American tribes, the Barbareño-Ventureño Band of Mission Indians, was on the Agency’s interested parties list as the GSA formed, but then did not re-subscribe once the formal interested parties list was made. The tribe does not have any land overlying the Upper Ventura groundwater basin. Our agency’s director reached out directly to the tribe’s elder and was contacted by the attorney for the tribe just after the formation of the agency.
- i) Disadvantaged communities, including, but not limited to, those served by private domestic wells or small community water systems. The community of Casitas Springs is recognized as a disadvantaged community. The community is served by Casitas Mutual Water Company, Ventura River Water District, and Casitas Municipal Water District, the latter two being signatory members to the JPA Agreement forming the Agency. Thus, the community is represented on the Agency’s Board of Directors.
- j) Entities listed in Section 10927 that are monitoring and reporting groundwater elevations in all or a part of a groundwater basin managed by the groundwater sustainability agency. The County is the designated California Statewide Groundwater Elevation Monitoring (“CASGEM”) entity for the UVR Basin. The County is a signatory member to the JPA Agreement forming the Agency and represented on the Agency’s Board of Directors.

- k) Recreational and Environmental Surface Water Users: Recreational and environmental beneficial uses of surface water are considered under SGMA and are invaluable public trust resources for the residents and visitors to the UVR Basin. OVLC and the County of Ventura Parks Department own, maintain, and manage land in the UVR Basin along and adjacent to the Ventura River, such as OVLC's Ventura River Preserve, Ventura River Steelhead Preserve, Rio Vista Preserve, and Confluence Preserve, and the County's Foster Park. These organizations and others are actively working to protect habitat of the Ventura River for current and future generations. These riparian lands are publicly accessible recreational resources that provide valued benefits to the community. These preserved lands support biodiversity (including a suite of federal and state endangered species), provide connectivity of aquatic and riparian habitats, groundwater recharge, and sustain riparian vegetation that sequesters carbon, moderates extreme heat, maintains higher soil moisture, secures riverbanks, and function as a natural wildfire buffer. Impacts to groundwater dependent ecosystems would also have negative impacts on these environmental and recreational uses. The County is a signatory member to the JPA Agreement forming the Agency and represented on the Agency's Board of Directors. The Agency also designated a seat on its seven- member governing board to be filled by an Environmental Stakeholder Director, which to date has been filled by a representative from OVLC.

The UVRGA will continue to work cooperatively with partner agencies, stakeholders, and interested parties as the GSP is implemented and updated for the UVR Basin. The Agency will maintain and update a list of stakeholders and interested parties. After the GSA formation a new interested parties list was started that only included people who specifically requested to be added to the list as we added a disclaimer on the website that lets people know their information would be released if a public records act request is received (see <https://uvrgroundwater.org/join-interested-parties-list/>). We emailed the pre-GSA unofficial list on (DATE) to letting them know if they wanted to continue to be on the interested parties list that they would need to register on the website.

A person can be added to the interested parties list by following directions on the UVRGA website: <http://www.uvrgroundwater.org> or by contacting the Executive Director.

4.3 Integrated Regional Water Management

The Ventura River Watershed Council is actively involved in the community on a wide range of issues affecting the watershed, including the UVR Basin. The Council prepared a watershed management plan in 2015. Since this group provides a forum for the discussion of issues that are important to the community, it is important for this group to be updated on the GSP implementation. Representatives from the UVRGA attend Council meetings to provide up-to-date information and hear feedback from Council members.

4.4 Public Hearings/Meetings

4.4.1 Planning Commission

Updates on SGMA implementation will be provided to the Ventura County and City of Ojai Planning Commissions as needed.

4.4.2 Public Meetings

Comprehensive stakeholder involvement will include public meetings to aid in implementing the GSP. In addition to signing up to receive information about GSP implementation at the UVRGA webpage, interested parties may participate in the implementation of the GSP by attending and participating in public meetings (Water Code Section 10727.8(a)). Public meetings are typically held at the Ventura River Water District Meeting Room, 409 Old Baldwin Road, Ojai, CA. Special meetings may be held at different locations to accommodate a larger attendance. Each meeting will have a scheduled time for public comments. Information about upcoming meetings can be found on the UVRGA website: <http://www.uvrgroundwater.org>.

4.4.3 Local Agency Meetings

To ensure their constituency is kept informed of the progress of GSP implementation and updates, the Directors representing UVRGA member agencies, which consist of County of Ventura, City of San Buenaventura, Casitas Municipal Water District, Meiners Oaks Water District, and Ventura River Water District have committed to providing periodic updates during their regularly scheduled board meetings. These meetings offer a chance for the public to receive information and provide comment. Information about upcoming meetings are provided on the following agency websites, or by the means each agency currently meets its legal noticing requirements, whichever is appropriate:

<http://venturariverwd.com>

<http://casitaswater.org>

<http://meinersoakswater.com>

<http://cityofventura.ca.gov>

<http://ventura.org> (Board of Supervisors and Planning Commission)

4.5 Direct Mailings/Email

Public meetings and project information will be disseminated through email, from the Agency office, or direct mail under special circumstances if requested. This communication will provide information for the Ventura River Basin community, public agencies, and other interested persons/organizations about milestones, meetings, and the progress of GSP implementation. Property owners with groundwater wells within the basin are notified via email and/or direct mailings about the establishment of an interested persons list and given the opportunity to receive future notices.

4.6 Newsletters/Columns

Updates will be provided to the *Ventura County Star* and/or the *Ojai Valley News* newspapers to advise, educate, and inform the public on SGMA implementation.

4.7 UVRGA Website

Updates on GSP implementation will be provided on the UVRGA website. In addition, general information about SGMA and groundwater conditions will be produced by UVRGA. This information will include maps, timelines, frequently asked questions, groundwater information, and schedules/agenda of upcoming meetings and milestones. This information will be accessible on the UVRGA webpage located at: <http://www.uvrgroundwater.org>. UVRGA staff will update the website and invite users to request information or be added to the interested persons list.

4.8 Database

To distribute information about GSP implementation and updates, an email list has been compiled into a database of interested persons and stakeholders. The database will be updated regularly to add names of attendees at public meetings along with those requesting information via email or through the UVRGA website.

4.9 Tribal Engagement

Members of the Barbareño-Ventureño Band of Mission Indians live within the UVR Basin. Although the tribe is not subject to the requirements of SGMA, any federally recognized Indian tribe may voluntarily participate with GSAs in the preparation or administration of a GSP.

Since tribal participation is integral to the success of groundwater sustainability in the UVR Basin, tribal participation is encouraged. After the UVRGA was formed, communication was established with the Tribal Elder, Julie Tumamait, to determine the preferred level of involvement throughout GSP development and implementation. There was no tribal participation during GSP development.

Following GSP adoption, a letter was sent to the then current Tribal Council Chair of the Barbareño-Ventureño Band of Mission Indians in November 2022 letting them know again about UVRGA, including a link to the GSP and information on how to join the interested parties list. An email was sent in January 2026 to the then current Tribal Council Chair who subsequently joined the UVRGA interested parties list.

4.10 Prioritized Collaboration with Regulatory Agencies and Interested Parties Concerning Depletions of Interconnected Surface Water

In accordance with Recommended Corrective Action No. 3(d), of DWR's GSP Assessment Staff Report dated April 27, 2023, UVRGA will prioritize collaborating and coordinating with local, state, and federal regulatory agencies as well as interested parties to better understand the full suite of beneficial uses and users that may be impacted by pumping induced surface water depletion within the UVRGA jurisdictional area. A focused email was sent to regulatory agencies and interested parties on December 3, 2025. This email provided information about surface water beneficial uses and users known to UVRGA and solicited information concerning other potential beneficial uses and users.

4.11 Outreach to Regulated Well Owners

In July 2022, UVRGA adopted the Groundwater Well Registration, Metering, and Extraction Reporting Ordinance (Ordinance No. 1), which requires all wells to be registered with the Agency and flow metering and extraction reporting for non-exempt wells. Ordinance No. 1 has been updated three times; Ordinance No. 4, adopted in November 2024, is the currently operative ordinance version. UVRGA will perform targeted outreach to the regulated well owners to facilitate compliance with the Ordinance No. 4, as is necessary to ensure successful implementation of the GSP.

4.12 Additional Opportunities

Additional opportunities for stakeholder participation (e.g., an advisory committee) will be considered as GSP implementation progresses and as stakeholder interests evolve.

5 EVALUATION

To evaluate the level of success of the Engagement Plan, the UVRGA will implement the following measures:

5.1 Attendance/Participation

A record of those attending public meetings has been maintained throughout the GSP development process. The UVRGA utilized sign-in sheets and requested feedback from attendees to determine adequacy of public education and productive engagement in the GSP implementation process. Meeting minutes were prepared and once approved were uploaded on the UVRGA website.

The UVRGA board meeting notes are regularly approved and uploaded to the website and these notes include inquiries and discussions from attending members of the public and interested parties.

5.2 Adherence to Schedule

Public participation in developing projects and management actions for inclusion in the GSP is instrumental to the success of the GSP. Keeping these tasks on schedule will be an important indicator of stakeholder involvement.

5.3 Plan Update

This Plan will be reviewed and updated every 5 years or more frequently if needed.

APPENDIX A

TABLE 1: Statutory Requirements of SGMA Referenced in this Plan

<i>During GSA Formation:</i>	
“Before electing to be a groundwater sustainability agency... the local agency or agencies shall hold a public hearing.”	Water Code Sec. 10723 (b)
“A list of interested parties [shall be] developed [along with] an explanation of how their interests will be considered.”	Water Code Sec. 10723.8.(a)(4)
<i>During GSP Development and Implementation:</i>	
“A groundwater sustainability agency may adopt or amend a groundwater sustainability plan after a public hearing”.	Water Code Sec. 10728.4
“Prior to imposing or increasing a fee, a groundwater sustainability agency shall hold at least one public meeting”.	Water Code Sec. 10730(b)(1)
“The groundwater sustainability agency shall establish and maintain a list of persons interested in receiving notices regarding plan preparation, meeting announcements, and availability of draft plans, maps, and other relevant documents”.	Water Code Sec. 10723.4
“Any federally recognized Indian Tribe... may voluntarily agree to participate in the preparation or administration of a groundwater sustainability plan or groundwater management plan... A participating Tribe shall be eligible to participate fully in planning, financing, and management under this part”.	Water Code Sec. 10720.3(c)
“The groundwater sustainability agency shall make available to the public and the department a written statement describing the manner in which interested parties may participate in the development and implementation of the groundwater sustainability plan”.	Water Code Sec. 10727.8(a)
<i>Throughout SGMA Implementation:</i>	
“The groundwater sustainability agency shall consider the interests of all beneficial uses and users of groundwater”.	Water Code Sec. 10723.2
“The groundwater sustainability agency shall encourage the active involvement of diverse social, cultural, and economic elements of the population within the groundwater basin”.	Water Code Sec. 10727.8(a)

APPENDIX D

Domestic Well Survey

DRAFT



Domestic Well Survey
Technical Memorandum
Prepared by UVRGA Executive Director Bryan Bondy, PG, CHG
July 2026

BACKGROUND AND PURPOSE

The Groundwater Sustainability Plan (GSP) protects against significant and unreasonable effects on domestic wells by including groundwater level minimum thresholds designed to prevent groundwater levels from declining below historically low levels (GSP Section 4.4.1). The GSP also notes that UVRGA is unaware of significant and unreasonable effects on domestic wells historically. However, the GSP recognized that few domestic well owners chose to participate during the GSP development process. Therefore, out of an abundance of caution, UVRGA elected to include a management action in the GSP (GSP Section 6.2) to collect more information to confirm that the groundwater level minimum thresholds will not cause significant and unreasonable effects on domestic wells in the Basin. This management action is called the “Domestic Well Survey.” The Domestic Well Survey is intended to build on the preliminary well inventory developed by UVRGA during GSP development, which identified 101 active or presumed active domestic wells.

The Domestic Well Survey calls for the following actions:

1. Outreach: Additional outreach to domestic well owners.
2. Domestic Well Data Collection: Collect information from owners about well status (active, backup, abandoned, destroyed), well construction, water uses, and whether alternative sources of water are available.
3. Evaluate Adequacy of Minimum Thresholds Relative to Domestic Wells: Using the information gathered above, evaluate potential effects on domestic wells relative to the groundwater level minimum thresholds. This will be presented in the first 5-year GSP evaluation.

The remainder of this technical memorandum documents UVRGA’s implementation of the Domestic Well Survey.

DOMESTIC WELL SURVEY APPROACH

In July 2022, the UVRGA Board of Directors adopted an ordinance establishing, among other aspects, the requirement for all wells in the Basin to be registered by the well owner. Over the next three years, UVRGA's Executive Director worked with well owners to register their wells. The County of Ventura's Geographic Information System (GIS) well layer was intersected with the County of Ventura's parcel layer to identify parcels with a well. Current owners were identified by joining the parcel list with property owner names and mailing addresses from the tax rolls obtained from the County of Ventura Assessor. Letters were mailed to each well owner informing them of the well registration requirement.

The well registration form was designed to collect the information identified in the GSP for the Domestic Well Survey. Generally, the information collected included:

1. Well Owner Information
2. Well Operator Information
3. Well Information (state well number, location, construction details, etc.)
4. Water Use Type - for domestic wells, the following additional information was collected:
 - a. Number of homes supplied by the well
 - b. Area of landscaping irrigated by the well
 - c. Whether the well is used for drinking water
 - d. Whether the owner is interested in having their well sampled for nitrate
 - e. Whether the owner has access to a backup source of water
5. Annual Groundwater Extraction Estimate
6. Flowmeter Information (if applicable)
7. Flowmeter Calibration Information (if applicable)
8. Certification & Signature

A blank copy of the well registration form is attached to this memorandum for reference (Attachment A)

[Remainder of page intentionally left blank]

DOMESTIC WELL SURVEY RESULTS

Through the registration process the status of the 101 active or presumed active domestic wells was determined as summarized in Tables 1 through 3. Active and backup domestic well locations are shown on Figure 1.

Table 1. Status of Active or Presumed Active Domestic Wells From GSP

Type	Status	Count
Domestic – <i>de minimis</i>	Active	56*
Domestic > 2 AFY	Active	5
Domestic	Inactive/Backup	6
Domestic	Abandoned/Destroyed	34
Domestic	Unregistered	1
Not Domestic (misclassified originally)	N/A	1
TOTAL		103

Notes:

* = Includes one well drilled after original GSP well inventory prepared and one well originally classified as agricultural.

Table 2 provides a breakdown of the drinking water status for the 61 active domestic wells.

Table 2. Domestic Wells Use Breakdown

Type	Count
Used to Supply Drinking Water	23
No Drinking Water Use (i.e., landscape use only)	38
TOTAL	61

Table 3 provides a breakdown of the 23 active domestic wells that supply drinking water with respect to whether an alternative source of water is available.

Table 3. Domestic Wells Use Breakdown

Type	Count
Backup Water Source Available	13
No backup Water Source	8
Owner Did Not Answer	2
TOTAL	23

NON-DOMESTIC WELLS

Although not the focus of the Domestic Well Survey, UVRGA compiled similar information for non-domestic wells in the Basin through the well registration process. A detailed description of the non-domestic well information collected is beyond the scope of this memorandum. However, the locations and status of the registered non-domestic wells are provided for reference in Figure 2.

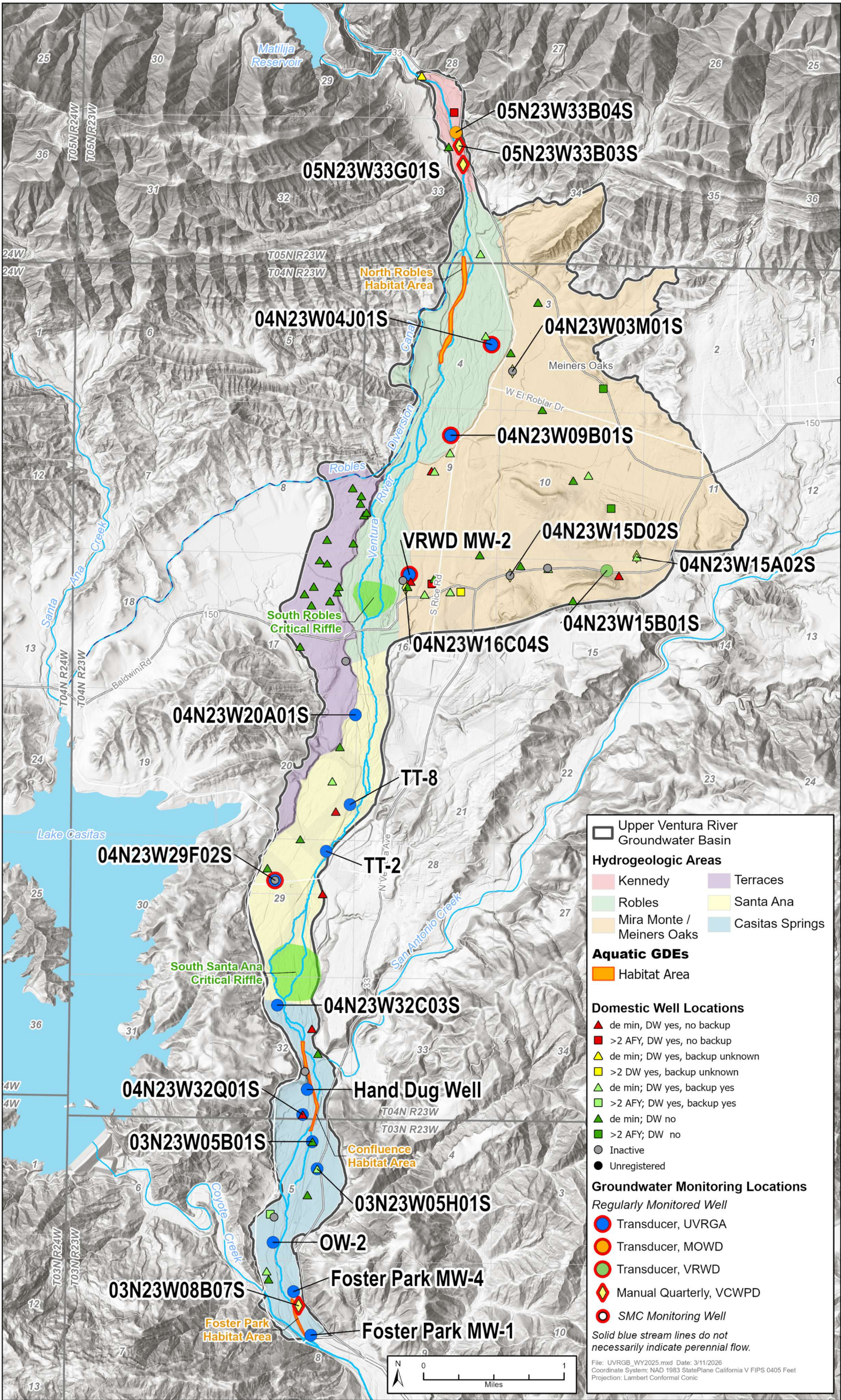
NEXT STEPS

It is recommended that vulnerability of wells lacking a backup source of water or lacking an owner response (see Table 3 and Figure 1) be evaluated to determine whether the wells draw water from the alluvium or bedrock. This recommendation also applies to six non-domestic wells identified through the well registration process that also lack a backup water source (Figure 2). Based on the results of this evaluation, UVRGA should consider whether the GSP groundwater level minimum thresholds and undesirable results definition are adequate to prevent significant and unreasonable effects on beneficial uses and users of groundwater in the Basin.

[End of memorandum]

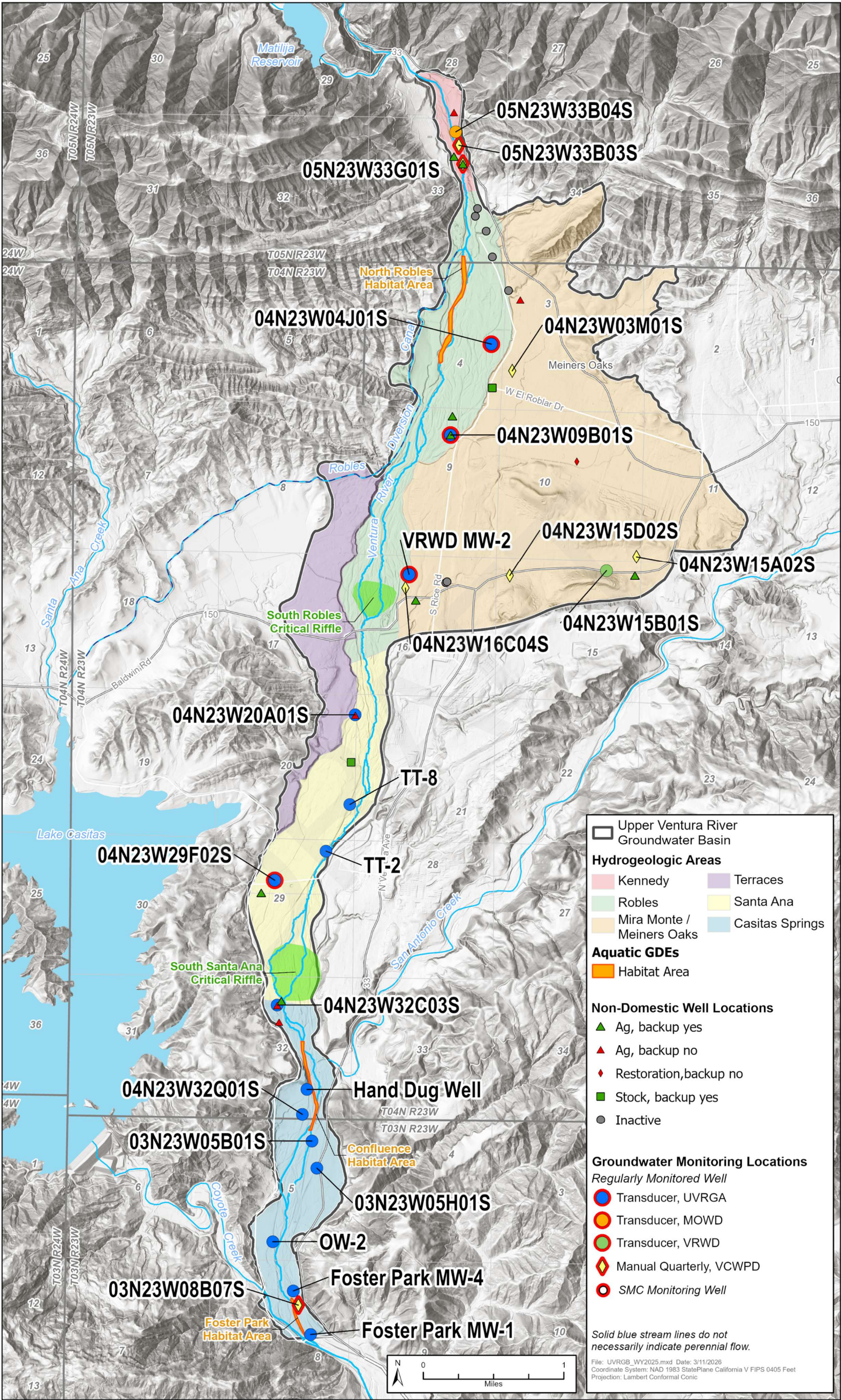
[Remainder of page intentionally left blank]

Figure 1. Domestic Well Survey Results



Notes: AFY = acre-feet per year; de min = *de minimis*; DW = drinking water; MOWD = Meiners Oaks Water District; SMC = Sustainable Management Criteria; UVRGA = Upper Ventura River Groundwater Agency; VCWPD = Ventura County Watershed Protection District; VRWD = Ventura River Water District

Figure 2. Non-Domestic Well Registration Results



Notes: Ag = Agriculture; MOWD = Meiners Oaks Water District; SMC = Sustainable Management Criteria; UVRGA = Upper Ventura River Groundwater Agency; VCWPD = Ventura County Watershed Protection District; VRWD = Ventura River Water District

Attachment A

Blank Well Registration Form

DRAFT



Groundwater Extraction Facility Registration Form

In accordance with Upper Ventura River Groundwater Agency (UVRGA) Ordinance Establishing Well Registration, Metering, and Reporting Requirements (Ordinance), owners of groundwater extraction facilities shall register their extraction facilities located within the boundaries of the Agency within 30 days of the completion of drilling activities or within 30 days after notice is given.

(Please complete a Registration Form for each well that you own and return to the UVRGA.)

1. Owner Information *(i.e., owner of land upon which the well is located)*

- (a) Contact Name: _____
- (b) Business Name (if applicable): _____
- (c) Address: _____
- (d) Phone #: _____
- (e) Email Address: _____

2. Operator Information

- (a) Contact Name: _____
- (b) Business Name (if applicable): _____
- (c) Address: _____
- (d) Phone #: _____
- (e) Email Address: _____

3. Well Information *(Items c and i through m: leave blank if unknown)*

- (a) State Well Number: _____ (example: 04N23W16D02S)
- (b) Owner's Well Name/No. (if applicable): _____
- (c) State Recordation No. (Note: UVRGA does not report extractions to the State): _____
- (d) Well Address: _____
- (e) Assessor Parcel No. (APN): _____
- (f) **Well Location Map Submittal**: Please attach a map showing the well location (Note: if you do not have a map already, one can be printed using a variety of webpages such as the County of Ventura County View website (<https://www.ventura.org/countyview>). A tutorial is attached to this form that provides instructions on how to make a map using the County View website.

[FORM CONTINUES ON NEXT PAGE]

3. Well Information (continued)

- (g) County Well Permit # (if new): _____ (h) UVRGA Permit # (if new): _____
- (i) Well Depth: _____ Feet Below Grade (j) Casing Diameter: _____ in.
- (k) Depth Range(s) of Perforations: _____ Feet Below Grade
- (l) Motor/Engine Size: _____ HP
- (m) Date Drilled: _____
- (n) Is the well an Inactive Well, as defined in Section 1.16 of the Ordinance (i.e., the well is not pumped more than 8 hours in a 12-month period)? YES or NO
- (o) **Required Picture Submittal:** Please email to bbondy@uvrgroundwater.org a picture showing the well and the well discharge piping with flowmeter location visible (if a flowmeter is installed).
Note: All digital photographs shall be date stamped and the file name shall include the state well number and meter serial number. Apps are available for your smartphone that will perform the date stamping.
Note: See attached for example photo.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[FORM CONTINUES ON NEXT PAGE]

4. *Water Use Type (check all that apply and answer any corresponding questions)*

☐ **Agricultural / Irrigation:**

List Crop Type(s) and approximate irrigated acres per crop type currently irrigated with groundwater extracted from the well (note crop areas can be measured using the measuring tools on the County of Ventura County View website):

Crop 1 Type: _____ Crop 1 Irrigated Acres: _____

Crop 2 Type: _____ Crop 2 Irrigated Acres: _____

Crop 3 Type: _____ Crop 3 Irrigated Acres: _____

Crop 4 Type: _____ Crop 4 Irrigated Acres: _____

Crop 5 Type: _____ Crop 5 Irrigated Acres: _____

Crop 6 Type: _____ Crop 6 Irrigated Acres: _____

List APNs irrigated by the extraction facility: _____

☐ **Stock Watering** (*number and type of animals currently supplied by groundwater extracted from the well*):

☐ **Domestic** (*including any landscape irrigation associated with residential dwelling*):

- Number of single-family homes supplied by water extracted from the well: _____
- Approximate number of acres of landscaping that is irrigated with water extracted from the well: _____
- Is the groundwater extracted from the well used for drinking water? YES or NO
- Please note that nitrate concentrations exceed the maximum contaminant level in groundwater in portions of the groundwater basin. Depending on your well location, UVRGA may provide a free water quality analysis of your well. Are you interested in a free water quality analysis? YES or NO

☐ **Municipal**

☐ **Industrial**

☐ **Other** (*describe*) _____

[FORM CONTINUES ON NEXT PAGE]

5. Representative Annual Groundwater Extraction Volume

Answer the following questions describing the typical annual amount of groundwater extracted from the well so that UVRGA can better understand the use of groundwater from the Basin and determine whether the well is exempt from flowmeter requirements.

(a) What is the typical volume of groundwater extracted per year: _____

(b) Volume Units: _____

(c) How was the extraction volume determined? Enter Flowmeter or Estimated

If estimated, please describe the estimation method: _____

(d) Is there an alternative source of water? YES or NO

(e) If YES, please describe the source: _____

(f) If YES, what is approximate typical annual volume of water from the alternative source : ____AF

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[FORM CONTINUES ON NEXT PAGE]

6. Flowmeter Information

- (a) If the well is an Inactive Well, as defined in Section 1.16 of the Ordinance (i.e., the well is not pumped more than 8 hours in a 12-month period) (i.e., you answered Yes to Item No. 3(n)) or is an Exempt Well, as defined in Section 1.10 of the Ordinance (i.e. the Water Use Type is “Domestic” only (see reply to Item No. 4) and the Representative Annual Groundwater Extraction Volume is less than 2 acre-feet per year (see reply to Item No. 5(a)), the well is exempt from the flowmeter requirements, and you may skip to the Section 8 – Signature and submit the form.

Note: If and when the extraction volume exceeds the applicable threshold listed above, you are required to notify UVRGA and begin complying with the flowmeter and flowmeter accuracy requirements.

- (b) Is the extraction facility equipped with a flowmeter? YES or NO
- (c) If NO, please note that a flowmeter must be installed and proof of accuracy or calibration within a range of plus or minus 5% must be provided by June 30, 2023. You may skip to the Section 8 – Signature and submit the form. Then resubmit the form with Sections 6 & 7 completed by June 30, 2023.

- (d) If YES, please provide the following required information:

- i. Flowmeter Manufacturer Name: _____
- ii. Flowmeter Serial No.: _____
- iii. Flowmeter Totalizer Units
If other, please describe: _____
- iv. Flowmeter Totalizer Multiplier (if applicable): _____
- v. Flowmeter Date Installed (approximate if records are unavailable): _____

- vi. **Required Picture Submittals:** Please email to bbondy@uvrgroundwater.org the following required digital photographs. *Note: All digital photographs shall be date stamped and the file name shall include the state well number and meter serial number. Apps are available for your smartphone that will perform the date stamping.*

1. The well and discharge piping with meter location visible.
2. Flowmeter face with all totalizer digits and flowmeter units visible and legible
3. Flow meter serial number.

Note: See attached for example photos.

[FORM CONTINUES ON NEXT PAGE]

7. *Flowmeter Calibration Information*

- (a) Is the Representative Annual Groundwater Extraction Volume equal to or greater than 100 acre-feet? YES or NO

If NO, skip to (b).

If YES, can either written certification of flowmeter accuracy¹ within plus or minus 5% from a flowmeter accuracy test performed by a qualified flowmeter testing company within the last three years OR proof of flowmeter calibration¹ within the last three years be provided (see Ordinance Chapter 4 for documentation requirements)?

If NO, please note that initial proof of flowmeter accuracy or calibration for existing extraction facilities must be provided by June 30, 2023. After June 30, 2023, proof of flowmeter accuracy or calibration must be provided within 30 days after any flowmeter installation on a new extraction facility or any accuracy testing, calibration, or replacement of existing flowmeters. Skip to Section 8 – Signature and submit the form. Then resubmit the form with Section 7 completed by June 30, 2023.

If YES, please attach proof of flowmeter accuracy or calibration and proceed to Section 8 - Signature.

- (b) The Representative Annual Groundwater Extraction Volume is less than 100 acre-feet:

Can either written certification of flowmeter accuracy¹ within plus or minus 5% from a flowmeter accuracy test performed by a qualified flowmeter testing company within the last five years OR proof of flowmeter calibration¹ within the last five years old be provided (see Ordinance Chapter 4 for documentation requirements)? YES or NO

If NO, please note that initial proof of flowmeter accuracy or calibration for existing extraction facilities must be provided by June 30, 2023. After June 30, 2023, proof of flowmeter accuracy or calibration must be provided within 30 days after any flowmeter installation on a new extraction facility or any accuracy testing, calibration, or replacement of existing flowmeters. Skip to Section 8 – Signature and submit the form. Then resubmit the form with Section 7 completed by June 30, 2023.

If YES, please attach proof of flowmeter accuracy or calibration and proceed to Section 8 - Signature.

¹Compliance with the flowmeter calibration requirements may be achieved by providing documentation of factory calibration or by a passing flowmeter accuracy test performed by an approved vendor. A list of approved vendors that can assist you is attached to this form or can be viewed online at:

https://fcgma.org/wp-content/uploads/2022/06/Approved_Flowmeter_Calibration_Contractors_190910.pdf.

[FORM CONTINUES ON NEXT PAGE]



202 W. El Roblar Dr.
Ojai, CA 93023
(805) 640-1247
<https://uvrgroundwater.org/>

8. Signature

I declare under penalty of perjury that I am the extraction facility owner and this Groundwater Extraction Facility Registration Form, attachments provided by my, and digital photographs emailed by me have been examined by me, and to the best of my knowledge and belief are true, correct, and complete.

(Print Name)

(Date)

(Signature)

***Please email the completed form and photos bbondy@uvrgroundwater.org
or mail or deliver to:***

UVRGA c/o Meiners Oaks Water District

202 W. El Roblar Dr.

Ojai, CA 93023

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]