

STAFF REPORT

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12/06/19
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J. Garrett

CONSIDER APPROVAL OF A SETTLEMENT AGREEMENT TO RESOLVE LITIGATION CHALLENGING THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER'S WELL 385R PUMPING TEST

PARTIES:

California Department of Fish and Wildlife, California State Lands Commission, Sierra Club, Owens Valley Committee, and City of Los Angeles Department of Water and Power

BACKGROUND:

In the 1970s, the City of Los Angeles Department of Water and Power (LADWP) began to use groundwater to supply water to its second aqueduct in Inyo County. In 1972, Inyo County sued LADWP to require LADWP to prepare and Environmental Impact Report (EIR) to analyze the impacts of these groundwater pumping operations. In 1973, the court issued a peremptory writ of mandamus and an injunction requiring LADWP to prepare an EIR and restricting LADWP's groundwater pumping in the area. LADWP certified an EIR for groundwater pumping in this area in 1976 but the court found it to be legally inadequate in 1977. LADWP certified a second EIR in 1979 for groundwater pumping, but the court found this document to also be inadequate.

In 1987, LADWP began pumping groundwater from two wells north of Bishop, California and near the Owens River (W385 and W386). Between October 1987 and spring of 1989, LADWP extracted approximately 8,801 acre-feet of water from these wells. And it quickly became apparent that the groundwater pumping was causing significant adverse impacts to the water table in the Five Bridges Impact Area, a 300-acre site just south of the wells. Once the damage to the Five Bridges Impact Area was discovered, LADWP stopped using the wells.

In 1991, LADWP prepared an EIR (1991 EIR) for the Inyo/Los Angeles Water Agreement (Water Agreement). The purpose of the Water Agreement was to create a framework balancing LADWP's need for a reliable source of export water while protecting vegetation and environmental resources in Inyo County. The 1991 EIR identified the impact to the Five Bridges Impact Area from the use of W385 and W386 as Impact 10-12 which stated:

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“Between 1987 and 1988, two wells in the Five Bridges area that were pumped to supply water to enhancement mitigation projects contributed to a lowering of the water table under riparian and meadow areas along Owens River. Approximately 300 acres of vegetation were affected, and within this area, approximately 36 acres lost all vegetation to a wildfire...” (Impact 10-12 at p. 10-58.)

The 1991 EIR addressed this impact with Mitigation Measure 10-12, which included a plan to revegetate the entire affected area. After certifying the 1991 EIR, LADWP requested that the court dismiss the longstanding writ of mandate requiring an EIR for the groundwater pumping project. However, the court denied this request because the Sierra Club, Owens Valley Committee, California Department of Fish and Game, and the Commission had raised concerns about the legal adequacy of the 1991 EIR.

In 1997, LADWP reached an agreement with the concerned parties (Sierra Club, Owens Valley Committee, California Department of Fish and Game, and the Commission), which was codified in a memorandum of understanding (1997 MOU). The 1997 MOU was meant to resolve the issues raised about the adequacy of the 1991 EIR. The court accepted the 1997 MOU and discharged the writ of mandamus.

In 1999, a revegetation plan was developed as required by Mitigation Measure 10-12 of the 1991 EIR. This 1999 Revegetation Plan required W385 and W386 be permanently shut down.

In 2014, LADWP modified W385¹ to allegedly reduce its pumping capacity by 72 percent and limit the pumping to only the deep aquifer, sealing the upper 350 feet of the original intake screen.

On November 28, 2017, LADWP approved a project for a 2-month pumping test of the modified W385 along with an initial study and negative declaration for the project. On December 21, 2017, the Owens Valley Committee filed a petition for writ of mandate and complaint for declaratory judgment and injunctive relief challenging these approvals (Petition). The Petition named the Sierra Club, County of Inyo, California Department of Fish and Wildlife, and the Commission as real parties in interest. The Commission was named as a real party in interest because it had been involved in the previous litigation and was a party to the Water Agreement and 1997 MOU. The Petition alleges that LADWP violated the California Environmental Quality Act (CEQA) by failing to prepare an EIR for the project and for violating Mitigation Measure 10-12 of the 1991 EIR. The Petition

¹ At the time of these modifications, LADWP renamed W385 to Well 385R, but to avoid confusion, this staff report will refer to the well as W385 throughout.

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also alleges that LADWP violated provisions of the 1997 MOU by approving the project.

In June 2018 Inyo County entered into a settlement agreement with LADWP for similar litigation it had filed against LADWP for approval of the pump test and IS/ND. The other parties to the litigation initiated by the Owens Valley Committee—OVC, Sierra Club, and LADWP—have developed staff level conceptual concurrence regarding the draft proposed settlement agreement, but some specific terms are still being finalized and, in some instances, the parties are still awaiting formal approval by their respective governing bodies.

PROPOSED ACTION:

Staff recommends the Commission approve and authorize the Executive Officer to enter into a settlement agreement in substantially the same form as the “Draft Proposed Settlement Agreement”, which is attached to this Staff Report as Exhibit A . The Draft Proposed Settlement Agreement, which is subject to the approval of the other parties, essentially provides:

- LADWP may conduct the “Well 385R Pumping Test Project” after the Technical Group has adopted the monitoring and management plan to govern implementation of the pumping test project, including adoption of amendments to the plan described in the settlement agreement.
- Any pump tests beyond the pump test of Well 385R that are described in the Inyo-LADWP Agreement may not be conducted until LADWP conducts adequate CEQA review for those tests and those tests are approved by the Technical Group. The parties reserve the right to challenge future tests.
- In addition, for any future tests, LADWP shall only conduct one pump test per year and shall allow adequate time between pump tests to ensure the effects of the previous test are understood.
- LADWP shall not conduct operational pumping of W385 until and unless LADWP has prepared and certified an EIR in compliance with CEQA that addresses the operation of the well and any litigation related to that EIR filed by any of the parties is resolved. The parties reserve the right to contest future operational pumping.
- The parties will file a request to dismiss the lawsuit within 10 days of the adoption of a monitoring and management plan for W385 by the Technical Group, reserving the right to challenge the implementation of the monitoring and management plan.

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The California Office of the Attorney General has been representing the Commission in this matter and has been involved with settlement negotiations and drafting the Draft Proposed Settlement Agreement. Based on the advice of the Office of the Attorney General, staff recommends approval of the Draft Proposed Settlement Agreement.

STAFF ANALYSIS AND RECOMMENDATION:

Authority:

Public Resources Code sections 6005, 6106, 6216, and 6301.

Public Trust and State's Best Interests Analysis:

LADWP's use of groundwater in the Owens Valley has been litigated since the 1970s. The impacts to the surrounding environment and habitat are still difficult to quantify but past practices have shown that groundwater pumping has the potential to adversely impact vegetation.

The litigation regarding the pumping test project highlights the competing public interests at stake with water production in the Owens Valley. LADWP is tasked with exploring every option for supplying water to its mitigation projects and its ratepayers. Staff have concerns with any groundwater pumping in the Owens Valley. The Draft Proposed Settlement Agreement strikes a balance by allowing LADWP to conduct a pumping test but ensuring that additional environmental review will be required before the well is used for water production.

W385 is not located on sovereign land within the Commission's jurisdiction. But harm to environmental resources and habitat areas could potentially reach into sovereign lands within the Commission's jurisdiction and could damage Public Trust resources that the Commission is charged to protect. As such, any groundwater pumping should be done cautiously and with as much information as possible. The Draft Proposed Settlement Agreement removes the fate of the pumping test project from the unpredictable realm of litigation and places tangible controls on it to ensure close monitoring and to avoid environmental consequences.

The data gained from the pumping test should provide valuable information for all of the stakeholders as the issue of groundwater use in the Owens Valley becomes more prominent in the coming years. By allowing the pumping test project to continue subject to the conditions of the Draft Proposed Settlement Agreement, the parties will gain a better understanding of the hydrology of the area and the viability of groundwater use. Because LADWP is agreeing to certify an EIR before using the wells for production, there is additional assurance that the Commission, the

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public, and all interested parties will have another opportunity to evaluate any proposed production project. The protections of the Draft Proposed Settlement Agreement will avoid negative impacts to Public Trust resources.

Conclusion:

For all of the reasons discussed above, staff believes the Draft Proposed Settlement Agreement will not significantly impair Public Trust resources, is consistent with the Public Trust Doctrine, and is in the best interests of the State.

OTHER PERTINENT INFORMATION:

1. Approval of the Draft Proposed Settlement Agreement is not subject to the requirements of CEQA pursuant to California Code of Regulations, title 14, section 15060, subdivision (c)(3) because the subject activity is not a project as defined by Public Resources Code section 21065 and California Code of Regulations, title 14, section 15378.
2. The proposed action is consistent with Strategy 1.1 of the Commission's Strategic Plan to deliver the highest levels of public health and safety in the protection, preservation, and responsible economic use of the lands and resources under the Commission's jurisdiction, and Strategy 1.2 to provide that the current and future management of ungranted sovereign lands and resources and granted lands, including through strategic partnerships with trustee ports and harbor districts, is consistent with evolving Public Trust principles and values, particularly amid challenges relating to climate change, sea-level rise, public access, and complex land use planning and marine freight transportation systems.

EXHIBIT:

- A. Draft Proposed Settlement Agreement (Subject to Review and Approval of all the Parties)

RECOMMENDED ACTION:

It is recommended that the Commission:

PUBLIC TRUST AND STATE'S BEST INTERESTS:

Find that approval and execution of the Draft Proposed Settlement Agreement, substantively in the form as the attached Exhibit A, is consistent with the common law Public Trust Doctrine and is in the best interests of the state.

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AUTHORIZATION:

Approve the Draft Proposed Settlement Agreement between the City of Los Angeles Department of Water and Power, the Sierra Club, the Owens Valley Committee, the California Department of Fish and Wildlife and the Commission to resolve *Owens Valley Committee v. City of Los Angeles, Los Angeles Department of Water and Power; Los Angeles Department of Water and Power Board of Commissioners*, Case No. SICVCV17-61853, in substantively the same form as the attached Exhibit A and authorize the Executive Officer or her designee to execute said settlement agreement.

EXHIBIT A

Draft/Proposed Settlement Agreement

Subject to Review and Approval of all of the Parties

SETTLEMENT AGREEMENT

(Draft OVC Comments 10/29/19)

This Settlement Agreement between Petitioners Owens Valley Committee and Sierra Club, Real Parties in Interest California Department of Fish and Wildlife, and the California State Lands Commission, and Respondents City of Los Angeles, City of Los Angeles Department of Water and Power; and City of Los Angeles Department of Water and Power Board of Commissioners (“LADWP”) (collectively “Parties”) is effective on the __ day of November, 2019. ”.

RECITALS

This Agreement is made with reference to the following facts and circumstances:

- A. In March 1987, LADWP installed two new groundwater wells (W385 and W386) in the Five Bridges area of the Laws wellfield in the Owens Valley.
- B. Groundwater pumping from W385 and W386 occurred from 1987 to 1989. The groundwater pumping from the two wells significantly lowered the water level in the surrounding aquifer. As a result of the significantly lowered water level in the aquifer, approximately 300 acres of nearby groundwater dependent vegetation south of the Owens River in the Five Bridges area was adversely impacted (“Five Bridges Impact Area”). In response to the adverse impact to the vegetation, LADWP ceased groundwater pumping from W385 and W386 in April 1989.
- C. In October 1991, LADWP and the County of Inyo (“County”) entered into a Long Term Water Agreement (“Water Agreement.”). The overall goal of the Water Agreement “is to avoid certain described decreases and changes in vegetation and to cause no significant effect on the environment which cannot be acceptably mitigated while providing a reliable supply of water for export to Los Angeles and for use in Inyo County.”
- D. The Water Agreement provides that the County and LADWP are represented by a “Standing Committee” consisting of elected and appointed officials from each entity and by a “Technical Group” consisting of representatives from each entity.

- E. Prior to entering into the Water Agreement, the LADWP and the County of Inyo certified an EIR (“1991 EIR”) that addressed the environmental impacts of the water supply for LADWP’s second aqueduct and the impacts of the Water Agreement.
- F. The 1991 EIR identified the impact in the Five Bridges Impact Area caused by the pumping of W385 and W386 as a significant environmental effect and includes Mitigation Measure 10-12, as mitigation to reduce or avoid the adverse environmental impact caused by the pumping of W385 and W386.
- G. In accordance with the writ issued by the Third District Court of Appeal, (*County of Inyo v. City of Los Angeles, et al.*, Case No. 3 Civil C004068, the 1991 EIR was submitted to the Court of Appeal along with a motion that the 1991 EIR be found to be legally adequate and that the Court of Appeal discharge its writ.
- H. Following the submission of the 1991 EIR to the Court of Appeal, several parties appeared before the Court as *amicus curiae* and challenged the legal adequacy of the 1991 EIR.
- I. In 1997, following an agreement on a Memorandum of Understanding (“1997 MOU”) between the LADWP, the County, the California Department of Fish and Game (now the California Department of Fish and Wildlife), the California State Lands Commission, the Sierra Club, the Owens Valley Committee, and Carla Scheidlinger (the *amicus curiae* parties), the Court of Appeal discharged its writ.
- J. Section III.F of the 1997 MOU requires the Technical Group to prepare mitigation plans and implementation schedules for all areas for which on-site mitigation measures were adopted in the 1991 EIR. In the 1991 EIR, Mitigation Measure 10-12 provided for the following on site mitigation:

Water has been spread over the affected area since 1988. By the summer of 1990, revegetation of native species had begun on approximately 80 percent of the affected area. LADWP and Inyo County are developing a plan to revegetate the entire affected area with riparian and meadow vegetation.

This plan will be implemented when it has been completed.
- K. In accordance with the requirement of section III.F of the 1997 MOU, in 1999, the Technical Group completed a revegetation plan for the impacted vegetation in the Five Bridges area (“1999 Revegetation Plan”), pursuant to Mitigation Measure 10-12. The 1999 Revegetation Plan calls for maintaining the groundwater levels in the impacted

area at a “natural level” (1998-ongoing) by a “permanent shut down” of pumping from W385 and W386.

- L. Under the Water Agreement, the “Mitigation Monitoring Plan” adopted by LADWP at the time of the certification of the 1991 EIR, and the 1997 MOU, the Technical Group is responsible for implementation and enforcement of mitigation plans, including the 1999 Revegetation Plan, prepared pursuant to the 1997 MOU.
- M. In 2014, LADWP modified W385 and W386 by sealing the top approximately 350 feet of each well so that each well, when pumped, would theoretically only be capable of extracting groundwater from below the 350 foot level of each well. The modification of the wells also reduced the diameter of the upper portion of each well and reduced the pumping capacity of each well.
- N. On November 28, 2017, the LADWP Board approved a project (“Well 385R Pumping Test Project”) which is described by LADWP as follows: “DWP proposes to conduct a 2 month pumping test of W385R. Data from the pumping test will be used to calibrate the groundwater model for the Bishop/Laws Wellfield, and to document that Well 385R is functionally distinct from original Well 385. Approximately 2.8 cfs will be pumped continuously from W385R and discharged through the Fish Slough channel to the Owens River. The pumping test is proposed for winter 2017-2018. No construction is required to conduct the pumping test.”
- O. Prior to approving the above described project, LADWP adopted a Negative Declaration which concluded that the approved pumping test of W385R would have no significant effect on the environment.
- P. On December 6, 2017, LADWP filed a Notice of Determination on the proposed W385R pumping test project with the Inyo County Clerk.
- Q. On December 21, 2017, the Owens Valley Committee filed a Petition for Writ of Mandate in Inyo County Superior Court alleging that LADWP’s November 28, 2017 approval of the pumping test and Negative Declaration violated the requirements of the of the California Environmental Quality Act (“CEQA”), Public Resources Code, § 21000 *et seq.* (*Owens Valley Committee v. City of Los Angeles, et al.*, Inyo County Superior Court, Case No. SICVCV187-61853.) The Petition also alleged the LADWP’s approval of the pump test violated the 1997 MOU. The Petition also named the California Department of Fish and Wildlife and State Lands Commission as

- Real Parties in Interest. On February 1, 2018, Owens Valley Committee filed a First Amended Petition for Writ of Mandate that added the Sierra Club as a Petitioner. The matter was transferred to Kern County Superior Court. (*Owens Valley Committee, et al. v. City of Los Angeles, et al.* (Kern County Superior Court, Case No. BCV-18-101868 KCT.))
- R. On January 5, 2018, the County of Inyo filed a Petition for Writ of Mandate in Inyo County Superior Court alleging that LADWP's November 28, 2017 approval of the pumping test and Negative Declaration violated the requirements of the of the California Environmental Quality Act ("CEQA"), Public Resources Code, § 21000 *et seq.* (*County of Inyo v. City of Los Angeles, et al.*, Inyo County Superior Court, Case No. [REDACTED]). The matter was transferred to Kern County Superior Court. (*County of Inyo v. City of Los Angeles, et al.* (Kern County Superior Court, Case No. [REDACTED]).)
- S. In June 2018, the County of Inyo and LADWP entered into a Settlement Agreement that provides for the Technical Group to amend the 1999 Revegetation Plan to allow the proposed pumping test of Well 385 to proceed in accordance with a Monitoring and Management Plan. The Settlement Agreement expressly does not address whether the 1999 Revegetation Plan's goals have been met, reserves the question for future consideration, and expressly prohibits any operational pumping of Wells 385 or 386 "unless: (1) the Technical Group: has, in accordance with Section VI of the Water Agreement, designated a management area and monitoring site requirements for each well, (2) it has been determined by the Technical Group or through dispute resolution that the goals of the 1999 Revegetation Plan have been fully achieved or the Technical Group has adopted a new management plan for the Five Bridges Impact Area that includes a modification or replacement of the 'permanent shut down' provision of the 1999 Revegetation Plan to allow the operation of the well or wells and the goals of that new management plan have been achieved, and (3) LADWP has prepared and certified an appropriate CEQA document that addresses the operation of the well or wells."
- T. On [REDACTED], 2018, pursuant to the Settlement Agreement between the County of Inyo and LADWP, the Technical Group amended the 1999 Revegetation Plan to temporarily suspend the provision requiring Wells 385 and 386 be "permanently shut down".
- U. It is the desire and intent of the Parties through this Settlement Agreement to resolve the issues raised by Petitioners in the Petition for Writ of Mandate..

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, and other consideration, the receipt of which is acknowledged by the Parties, the Parties agree as follows:

1. **Recitals.** Recitals A through U are hereby incorporated by reference thereto.
2. **Management of Well 385.** The Parties have agreed to certain specified terms for a pump test of Well 385R.
3. **Monitoring and Management Plan for Pumping Test of Well 385.** The Parties have evaluated the Monitoring and Management Plan for the proposed pumping test of Well 385, which was approved by the Technical Group on July 19, 2018. The Parties have made substantial amendments to that Monitoring and Management Plan. Pursuant to this Settlement Agreement, LADWP shall request and advocate that the Technical Group amend the July 19, 2018 Monitoring and Management Plan to incorporate the agreed upon changes. A copy of the proposed amendments to the Monitoring and Management Plan is attached as Attachment “A” hereto. If the Technical Group does not adopt the amendments, this Agreement is of no force and effect.
4. **Pumping Test of Well 385.** The Parties agree that after the Technical Group, has adopted the amendments to the Monitoring and Management Plan, LADWP may conduct the “Well 385R Pumping Test Project” in accordance with the amended Monitoring and Management Plan.
5. **Subsequent Pumping Tests of Well 385R, Well 386R, or of the Simultaneous Operation of Wells 385R and 386R.** Paragraphs 8-10 of the LADWP-Inyo County Settlement agreement address subsequent pump tests of Well 385, 386 and/or simultaneous pumping tests of wells 385 and 386. The Technical Group, however, has not yet approved any subsequent tests. Any pump tests beyond the pumping test of Well 385R authorized by this Agreement may not be conducted until the Technical Group meets its obligation in the LADWP-Inyo County Settlement Agreement and LADWP conducts adequate CEQA review for and approves those

tests. The parties reserve the right to comment on and challenge any future pumping tests. In addition, LADWP agrees that if it seeks to conduct future pumping tests, it will only conduct one test per year between **approximately** November 15th through February 15th in order to mimic the previous initial pumping test of **Well 385R** within the wellfield. **In addition, a simultaneous pumping test of Well 385R and 386R shall not be conducted until after the wells have been subject to individual pumping tests.** LADWP agrees to provide the parties **at least 3 months** to review the results of any pumping test before initiating further testing.

6. **Operational Pumping of Well 385R.** LADWP shall not conduct operational pumping of Well 385R until and unless LADWP has prepared and certified an EIR in compliance with CEQA that addresses the operation of the well and any litigation related to that EIR filed by any of the parties is resolved. For any EIR prepared pursuant to this paragraph, the EIR shall contain a cumulative impact analysis addressing pumping from deeper aquifers, including impacts on well fields to the south in Big Pine and Independence over a multi-year time frame. The parties reserve the right to comment on and challenge the EIR; this Agreement in no way modifies or abridges the parties rights to do so.

7. **Dismissal of the Parties' Petitions.** Within ten days after the Technical Group has adopted the amended Monitoring and Management Plan for the proposed pumping test of Well 385R, the Parties will file a Stipulated Request for Dismissal of its Petition with prejudice expressly providing that the court will retain jurisdiction to enforce this Agreement. The parties reserve the right to, as needed, challenge the implementation of the amended Monitoring and Management Plan and any aspects of the pump test that do not comply with that Plan.

8. **Question Over Whether the Goals of the 1999 Revegetation Plan Have Been Met.** The question of whether the 1999 Revegetation Plan's goals have or have not been met is not resolved by this Settlement Agreement. The Parties retain all rights and remedies to pursue this issue in the future.

9. **Attorneys' Fees and Costs.** CDFW and LADWP shall bear their own attorneys' fees and costs related to the disputes filed by the OVC and Sierra Club. Within 30 days of the effective dates of this Agreement, LADWP shall pay OVC and Sierra Club's attorney's fees and

costs in the amount of \$99,500 and costs in the amount of \$ 5,655. The check(s) shall be made out to Law Office of Donald B. Mooney, Client Trust Account.

10. **No Admission.** This Settlement Agreement pertains to disputed claims and is a result of compromise. As such, it does not constitute and shall not be deemed an admission of any fact or of any liability by any Party.

11. **Entire Agreement.** This Settlement Agreement contains the sole and entire agreement and understanding between the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, or understandings related hereto, whether oral or written, are hereby merged herein.

12. **Counterparts.** This Settlement Agreement may be executed in counterparts and, when executed, all such counterparts shall constitute one agreement that shall be binding upon the Parties, notwithstanding that the signatures of the Parties' designated representatives do not appear on the same page.

13. **Notices.** Any notices required by this Settlement Agreement shall be sent via U.S. Mail to the addresses for the other Party at the addresses provided in this paragraph, or at such other address for a Party as shall have been specified by the Party in written notice provided to other Party. A notice shall be deemed delivered 3 business days after deposit of the notice in the U.S. Mail. Notices shall be addressed and delivered as follows:

To OVC:

Mary Roper
Owens Valley Committee
P.O. Box 77
Bishop, CA 93515

Copy to:

Donald B. Mooney
Law Office of Donald B. Mooney
417 Mace Boulevard, Suite J-334
Davis, CA 95618

To Sierra Club:

Sierra Club

Copy to:

Laurens Silver
California Environmental Law Project
P.O. Box 667
Mill Valley, CA 94942

To: California Department of Fish & Wildlife

Copy to:

To LADWP:

Director of Water Operations
Los Angeles Department of Water and Power
P.O. BOX 51111 - Room 1449
Los Angeles, California 90051-0100

Copy to:

City of Los Angeles, Office of the City Attorney
221 North Figueroa Street, Suite 1000
Los Angeles, California 90012

14. **Modifications.** This Settlement Agreement may be modified or amended by written agreement of the Parties.

15. **Choice of Law.** This Settlement Agreement shall be interpreted and enforced pursuant to the laws of the State of California without regard to choice of law principles.

16. **Interpretation.** This Settlement Agreement is the product of negotiation and preparation by and among the Parties and their respective counsel. It shall not be deemed prepared or drafted by one Party or another, and shall be construed accordingly.

17. **Illegality/Severability.** Any provision or provisions of this Settlement Agreement that are determined by a court of competent jurisdiction to be invalid, void, or illegal, shall in no way affect, impair or invalidate any other provisions hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect.

18. **Litigation and Venue.** If a Party reasonably believes that any other Party has breached this agreement by failing to discharge an obligation or perform a duty required of it, then, such party may institute an appropriate action under the stipulated Judgment in the Superior Court of California, County of Kern within 60 days of such breach and venue shall be proper in said court.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the dates written below.

OWENS VALLEY COMMITTEE

Date: _____

By: Mary Roper, President

Date: _____

SIERRA CLUB

Date: _____

By: _____

CALIFORNIA DEPARTMENT OF FISH & WILDLIFE

Date: _____

By: _____

CALIFORNIA STATE LANDS COMMISSION

Date: _____

By: _____

**LOS ANGELES DEPARTMENT OF WATER &
POWER**

Date: _____

By: Marty Adams
General Manager & Chief Engineer

DRAFT