1	SISKIYOU COUNTY POMONA GRANGE (8 GRANGES) Tulelake, McCloud, Mt. Bolivar, Gazelle, Yreka,			
2				
3	Hornbrook, Happy Camp, Greenview 347 North Main Street			
4	Yreka, CA 96097 Telephone: 530-842-4400			
5	Fax: 530-842-4481			
6	IN PRO PER			
7		SUPERIOR COURT OF THE STATE OF CALIFORNIA		
8	FOR THE COU	NTY OF SISKIYOU		
9				
10	TULELAKE IRRIGATION DISTRICT, a California Irrigation District,	CASE NO.: SCCVCV 10-0463		
11	Plaintiffs,	BRIEF AMICUS CURIAE OF SISKIYOU COUNTY POMONA GRANGE (8		
12	VS.	GRANGES), TULELAKE, McCLOUD, MT. BOLIVAR, GAZELLE, YREKA,		
13	ALL PERSONS HAVING OR CLAIMING	HORNBROOK, HAPPY CAMP AND GREENVIEW		
14	TO HAVE AN INTEREST IN THE VALIDITY OF AGREEMENTS ENTERED			
15	INTO BY TULELAKE IRRIGATION DISTRICT ENTITLED "KLAMATH			
16	BASIN RESTORATION AGREEMENT FOR THE SUSTAINABILITY OF PUBLIC			
17	TRUST RESOURCES AND AFFECTED COMMUNITIES" AND "KLAMATH			
18	HYDROELECTRIC SETTLEMENT			
18	AGREEMENT",  Defendants.			
20				
	AND RELATED CROSS ACTION.			
21				
22		-COMPLAINT OF COUNTY OF		
23		Y FLOOD CONTROL AND WATER ISKIYOU COUNTY POMONA GRANGE		
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BRIEF AMICUS CURIAE OF SISKIYOU COUNTY POMONA GRANGE

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8	EXHIBIT "C":	Electronic Communication Between Plaintiff and Others	
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1	STATUTES  Cal. Basley Kasa Ast. 11 120 11 122
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1 2 following amicus curiae brief urging the denial of the validation of the agreements entered into 3 by TULELAKE IRRIGATION DISTRICT (TID), known as "The Klamath Basin Restoration 4

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Agreement for the Sustainability of Public Trust Resources and Affected Communities" (KBRA) and "Klamath Hydro Settlement Agreement" (KHSA).

**IDENTITY AND INTEREST OF AMICI** 

Amici SISKIYOU COUNTY POMONA GRANGE (SCPG), respectfully submits the

SISKIYOU COUNTY POMONA GRANGE was founded in 1904 by the citizens of Siskiyou County. Its purpose was to provide support and education and assist the local population in their ranching and business endeavors. Over the years it has evolved from a purely agriculture support organization to a total community support entity. It provides not only agriculture support but insurance services, and legal and legislative lobbying on behalf of the citizens. We have been an active voice in putting the members' concerns and opinions before the elected representatives, not only on the local and state level, but through our national organization as well.

The recent Advisory Ballot Measure "G" passed with over 79% approval to not remove the four dams on the Klamath River. This ballot was initiated by the Siskiyou County Water Users Association with the support of the Grange membership. Dam removal is a major component of the KBRA and KHSA, hence the interest of the Grange membership.

## **SUMMARY OF ARGUMENT**

Amici, SCPG, requests the Court to ask itself, why does the TID feel the need to validate the KBRA and the KHSA?

Is it because the KBRA & KHSA lack the basic elements of a legal agreement, as pointed out in Cross-Complainant's brief?

SCPG feels the answer is because TID and others (State and Federal Agencies and Tribes) violated California statutes, more specifically, the Bagley-Keen Act 11,120-11,132.

Sometime prior to the year of 2006 and thereafter, TID and others (governmental and non-governmental persons and state agencies) participated and conducted secret and confidential negotiations.

1	These secret meetings had a presendition in order to be able to attend and magninafully		
1	These secret meetings had a precondition in order to be able to attend and meaningfully		
2	participate in the formation and development of the KBRA & KHSA.		
3	That precondition was to agree to removal of the four hydroelectric dams on the Klamath		
4	River.		
5	TID and the other participants were known as the Klamath Settlement Group. The		
6	stakeholders and members of the SCPG were systematical and deliberately excluded from those		
7	meetings because they did not agree to the precondition in order to participate.		
8	No agendas were published; no notice of meetings; no convenient access to meetings; n		
9	access to records. The public and Siskiyou counties' "true stakeholders" were left out.		
10	The confidentiality of their meetings was assured by anyone wishing to participate having		
11	to sign an "Agreement for Confidentiality of Settlement Communications and Negotiations		
12	Protocol Related to the Klamath Hydroelectric Project" requiring secrecy in order to be included		
13	in the process, and agreeing to the precondition of dam removal.		
14	SCPG feels that validation of the KBRA & KHSA should not be allowed because those		
15	agreements were a result of violating the due process required under the law.		
16	The potential damage to our members and citizens of Siskiyou County is enormous if it		
17	allowed to go forward without allowing the "true Stakeholders" and citizens to contribute and		
18	participate in the final outcome of the agreements.		
19	SCPG asks the court to render the KBRA and KHSA invalid and require the TID and		
20	other participants to allow the public access and contribute to the KBRA and KHSA's new and		
21	final outcome.		
22	The poison fruit from the poison tree should not be allowed to ripen.		
23	Respectfully submitted,		
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26			
27	DATED:		
28	JAMES HINES, MASTER		

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3	DATED:	
4		ANTHONY INTISO, OVERSEER
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