



# Truckee-Carson Irrigation District

## *Newlands Project*

### MEMORANDUM

June 13, 2011

#### TO WHOM IT MAY CONCERN:

The Truckee-Carson Irrigation District (TCID) is a contractor engaged in the operation and maintenance of the Newlands Federal Reclamation Project (Project). TCID's duties include the care and protection of Project facilities including earthen canals and drains. TCID, in an effort to protect such canals and drains from damage by gopher activity, and any consequential damage to property owners within the Project, encourages, informally, the elimination of gophers by providing a bounty of FIFTY CENTS (\$0.50) for each gopher tail presented at the TCID office. Funding for gopher bounties by TCID is derived primarily from the assessments paid by water users within the Project; and, TCID owes all of its water users the highest level of trust and responsibility when expending its funds. TCID owes no legal or contractual duty to protect lands outside of the Project from harm caused by animal burrowing activity.

Rusty D. Jardine, Esq., Project Manager &  
General Counsel

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In the interest of all water users within the Project, the following rules shall govern the bounty upon gophers:

1. Any person presenting a gopher tail for bounty to TCID must:
  - Declare that each gopher tail presented was taken within the boundaries of the Project (a map of the Project is annexed hereto); and,
  - Declare that each gopher tail is real
  - Declare that no gopher tail presented was taken outside of the Project boundaries; and,
  - Declare and present the name of the Project land owner(s) upon whose land the gopher tail(s) was/were taken; and,
  - Declare that he or she lives within the boundaries of the Project; and,
2. TCID shall refuse to provide a bounty to any person:
  - If reasonable cause exists to believe that a gopher tail was taken outside of the Project Boundaries; or,
  - If reasonable cause exists that a gopher tail taken has no connection to a verifiable land owner within the Project; or,
  - If reasonable cause exists that payment does not advance the interests of the Project or water users within the same.
3. The following restrictions may apply to any person presenting for payment of bounty where a finding of cause has been made in Paragraph 2 above:
  - Be ineligible to receive bounty for the gopher tails presented at a given time; and/or,
  - Be ineligible, temporarily or permanently, to receive any future bounty.
4. Institution of a bounty program within the Newlands Project does not create an expectation or duty of payment of a bounty. Payment will be made only where funds exist for such purposes. Bounty participants, prior to presentation of gopher tails to TCID, should inquire as to the existence of monies for bounty payment by contacting the TCID office. TCID may suspend or cancel payment of bounty for

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any reason at any time, with or without cause, and with or without notice to any person or persons engaged in the bounty program. Cessation of the bounty program may be made at any time, with or without notice, in view of any compelling public policy related issue, including, without limitation, public health or safety.

5. Each person presenting a gopher tail for bounty, shall complete the following form:

I, \_\_\_\_\_, declare that I reside within the boundaries of the Newlands Federal Reclamation Project.

I further declare:

1. That I here present for payment of bounty to TCID \_\_\_\_\_ (number) of gopher tails;
2. That each such gopher tail was taken within the boundaries of the Newlands Federal Reclamation Project;
3. That each such gopher tail is bona fide or real;
4. That the name(s) of the landowner(s) within the Newlands Federal Reclamation Project, from whose property the gopher tails were taken are as follows:

\_\_\_\_\_. Signature of  
landowner(s): \_\_\_\_\_ Serial  
Number(s) \_\_\_\_\_ Additional names, signatures, and serial  
numbers may be placed on the back of this document as needed.

5. That I understand and acknowledge that TCID may suspend or cancel payment of bounty for any reason, at any time, with or without cause, and with or without notice to any persons engaged in the bounty program.
6. I understand and acknowledge that TCID assumes no liability for any property damage or personal injury that I may incur as a result of my engaging in any action whereby I obtain any gopher tail(s); that I will indemnify and hold harmless TCID from any claim or cause of action relating to my act(s) of procuring any gopher tail(s); that TCID does not and will not provide me with either express or implied authorization to privately held lands for purposes associated with the acquiring any gopher tail(s); that it is my legal duty to seek permission from any landowner upon whose lands I intend to enter for purposes of finding gophers.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_