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January 16, 2021

Prentice Long/PC  
Margaret Long  
2240 Court Street  
Redding, CA 96001

Christian Valley Park Community Service District  
Kathleen Daugherty, Board President  
P.O. Box 6857  
Auburn, CA 95604

Ms. Long and Ms. Daugherty,

I appreciate the offer by Ms. Daugherty to meet with her and general manager Don Elias to discuss the amount ostensibly owed by me to the Christian Valley Park Community Service District. As I shared with Kathi via Email, I am unwilling to meet with Don as I have no confidence in his ability to competently manage this issue. I agree to meet with her via Zoom over the course of the next week but feel it is important to summarize my position in writing for the District's record, as well as share it with Ms. Long.

The District asserts that I owe six-hundred dollars (\$600) overpaid to me as compensation for my time served as a board member. I fully acknowledge that State Code provides for a one-hundred dollar (\$100) *per meeting* stipend and that this amount should have been used for many years. Given this and that the District has now established February 11, 2020 as an "effective date", I maintain that I should receive credit for the June 26, July 3 and July 10, 2020 by-laws revision committee meetings and one (1) general manager compensation meeting for a total of four-hundred dollars (\$400). My waived stipend for the initial Zoom meeting with Ms. Long adds another hundred dollars; therefore, the accurate calculation should be one-hundred dollars (\$100). I suggest that you look to Mr. Elias for reimbursement of this amount for the following reasons.

When I joined the board in June of 2020, I was informed that a challenge had been made by the Christian Valley Residents Coalition four months *prior*. I was explicitly told that the Board had made a conscious choice to defer a response (or consultation with current counsel) and seek an opinion when new counsel was retained. As a reminder, the entire stipend issue was ostensibly reviewed by Mr. Elias and legal counsel approximately five years ago during the

transition from the waiver of service fees compensation to a direct stipend. I accepted the terms with the understanding that given the review of State Code at that time, Mr. Elias was fully confident that the amount offered to me was legal. Although the District is small, it nevertheless is a California public agency and as such, it is his indisputable responsibility to be fully versed on all areas of the Code that impact the District and its operations.

It may be helpful to use an example from my own experience to support this. As a twenty year management employee of the City of Santa Rosa, I had many occasions to work closely with members of our City Council and executive staff. My position as Investment Analyst also required me to be fully versed in the areas of State Code impacting the management of public funds. In other words, I understand how local government works and the importance of adherence to Code by staff.

Elected public officials rely on administrators to pay them a stipend that is permissible under State Code. In municipal government it is not a council candidate or members' responsibility to research Code to ensure that the amount established by the City is legal. In the same manner it is not and should not be the responsibility of District board candidates or members to investigate whether or not the proffered stipend is permissible. The same is true for all levels of government where compensation is addressed by Code.

For this reason I again maintain that responsibility for the failure to ensure that compensation was proper falls entirely on Mr. Elias, as it would administrators in any other agency. The impact of his failure to fulfill a fundamental requirement of his position resulting in this "mistake" should not be borne by others. Justification and excuses on his part (common during my tenure on the board) such as "it's only a part-time job" or "I'm overworked and can't pay attention to everything" are unacceptable given the severity of this issue.

From my perspective a proffered settlement agreement in *any* amount represents a shortcut in determining who is ultimately responsible for the long term disregard or abdication of duties. As such, I request that the District revisit the issue with attention given to a broader analysis of where liability lies.

Respectfully,

Bonnie Gilmore