

SOUTH SANTA CLARA VALLEY MEMORIAL DISTRICT

Board Members

John Ceballos
Rita Delgado
Phil Garcia
Gabriel Perez
Ermelindo Puente

Executive Director

Ellen Herrera

AGENDA

SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE SOUTH SANTA CLARA VALLEY MEMORIAL DISTRICT

January 27, 2024

Veterans Memorial Building
74 West 6th Street, Gilroy, CA

5:00 p.m.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT TIME

(This is the opportunity for individuals to make and/or submit written or oral comments to the Board on any items within the purview of the Board, which are **NOT** part of the Agenda. Speakers shall have three (3) minutes to address the Board. The President or a majority of the Board may further limit the time speakers may have to make oral presentations to the Board. No action on the item may be taken, but the Board may request the matter be placed on a future agenda.)

CORRESPONDENCE

NONE

CONSENT CALENDAR

1. Approve Minutes from the December 20, 2024, Regular Meeting
2. Approve Warrant List Approving Payment of Received Bills for January 2025
3. Approve Financial Statements for December 2024
4. Authorize Executive Director to sign window contract with Renewal by Andersen
5. Authorize Executive Director to renew contract with Kevin Brejnak for annual financial audit

REGULAR AGENDA ITEMS

1. Approve Employee Handbook Amendment
2. Executive Director Report
3. Future Agenda Items

ADJOURNMENT

- Any disclosable public records related to an open session item on the agenda and distributed to all or a majority of the Commissioners less than 72 hours prior to that meeting are available for public inspection at the Veterans Hall, 74 W. 6th Street, Gilroy, California, during normal business hours.
- In compliance with the Americans with Disabilities Act, those requiring accommodation for this meeting should notify the District Secretary 24 hours prior to the meeting at (408) 842-3838.

SOUTH SANTA CLARA VALLEY MEMORIAL DISTRICT

Board Members

John Ceballos
Rita Delgado
Phil Garcia
Gabriel Perez
Ermelindo Puente

Executive Director

Ellen Herrera

Minutes

SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE SOUTH SANTA CLARA VALLEY MEMORIAL DISTRICT

December 20, 2024
Veterans Memorial Building
74 West 6th Street, Gilroy, CA
5:00 p.m.

CALL TO ORDER: The meeting was called to order at 5:10 PM.

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT TIME

(This is the opportunity for individuals to make and/or submit written or oral comments to the Board on any items within the purview of the Board, which are **NOT** part of the Agenda. Speakers shall have three (3) minutes to address the Board. The President or a majority of the Board may further limit the time speakers may have to make oral presentations to the Board. No action on the item may be taken, but the Board may request the matter be placed on a future agenda.)

CORRESPONDENCE

NONE

CONSENT CALENDAR

- 1.** Approve Minutes from the October 21, 2024, Regular Meeting
- 2.** Approve Warrant List Approving Payment of Received Bills for October, November and December 2024
- 3.** Approve Financial Statements for October and November 2024
Director Perez made a motion to approve the consent calendar 1-3. Director Delgado seconded the motion. The motion passed unanimously.

REGULAR AGENDA ITEMS

1. Executive Director Report
2. Future Agenda Items

ADJOURNMENT

Director Delgado made a motion to adjourn the meeting, Director Puente second the motion. The motion passed unanimously. The meeting was adjourned at 5:55 PM.

South Santa Clara Valley Memorial District

Pinnacle Operating (1252) Bank Balance: 12134.47 Ending Balance: \$3,697.18

Date	Ref No. Type	Payee Account	Memo	Class Location	Payment	Deposit	Stat Auto	Balance
01/27/2025	Transfer	Pinnacle Rental (3753)	replenish ops acct until County funds are deposited			\$4,000.00		\$3,697.18
01/27/2025	3320	Ellen M Herrera	Notice to Bidders posting fee in the San Jose Mercury News In order to meet the requirement of posting the kitchen remodel bid in a public newspaper, I had to use my personal credit card because there was not enough on the Districts card for the publishing of the bid notice.	2 - Building	\$1,819.44			-\$302.82
01/24/2025	Check Tax Payment	Advertising QuickBooks Payroll -Split-	Tax Payment		\$1,440.57			\$1,516.62
01/24/2025	3319 Bill Payment	Morgan Hill Supply Accounts Payable			\$301.08			\$2,957.19
01/24/2025	3318 Bill Payment	Firato Service Co Accounts Payable			\$1,575.00			\$3,258.27
01/24/2025	3317 Bill Payment	Kevin Brejnak, CPA Accounts Payable			\$500.00			\$4,833.27
01/24/2025	3316 Bill Payment	County of Santa Clara Registrar of Voters Accounts Payable	November 5, 2024 Presidential Election		\$2,958.00			\$5,333.27
01/24/2025	3315	Urias Landscaping			\$120.00			\$8,291.27

Date	Ref No.	Payee Account	Memo	Class Location	Payment	Deposit	Stat Auto	Balance
	Bill Payment	Accounts Payable						
01/24/2025	DD	Andres Aceves	Pay Period: 01/06/2025-01/19/2025		\$97.17			\$8,411.27
	Paycheck	Direct Deposit Payable						
01/24/2025	DD	Jesse F. Sanchez	Pay Period: 01/06/2025-01/19/2025		\$278.12			\$8,508.44
	Paycheck	Direct Deposit Payable						
01/24/2025	DD	Patty P Gutierrez	Pay Period: 01/06/2025-01/19/2025		\$940.44			\$8,786.56
	Paycheck	Direct Deposit Payable						
01/24/2025	DD	Ellen Herrera	Pay Period: 01/06/2025-01/19/2025		\$2,407.47			\$9,727.00
	Paycheck	Direct Deposit Payable						
01/22/2025	Tax Payment	QuickBooks Payroll	Tax Payment		\$0.01		C	\$12,134.47
		Payroll Tax Payable						
01/17/2025	Expense	City of Gilroy	XXXXXXXXX977474 PREAUTHORIZED ACH DEBIT CITYOFGILROY/WEBPAYMENT SANTA CLARA VALL	2 - Building	\$291.00		C	\$12,134.48
		Utilities:Water						
01/17/2025	Expense	City of Gilroy	XXXXXXXXX979976 PREAUTHORIZED ACH DEBIT CITYOFGILROYSF/WEBPAYMENT SANTA CLARA VALL	2 - Building	\$1.00		C	\$12,425.48
		Utilities:Water						
01/17/2025	Expense	PG&E	XXXXXXXXX8550443 PREAUTHORIZED ACH DEBIT Pacific Gas & El/PAYMENT XXXXXXXX9742 VETERANS MEMORIAL 2757	2 - Building	\$823.37		C	\$12,426.48
		Utilities:Gas and Electric						
01/15/2025	Therm Update	Duerr Heating & Air	Thermostat update XXXXXXXXXX055260 PREAUTHORIZED ACH DEBIT DUERR HEATING AN/SALE SOUTH SANTA CLARA VALL	2 - Building	\$255.00		C	\$13,249.85

Date	Ref No. Type	Payee Account	Memo	Class Location	Payment	Deposit	Stat Auto	Balance
01/14/2025	Expense	Maintenance:HVAC Card Service Center	XXXXXXXXX0000937 PREAUTHORIZED ACH DEBIT BANKCARD/PAYMENT XXXXXXXXX3275071 HERRERA,ELLEN M		\$1,881.15		C	\$13,504.85
01/13/2025	Credit Card Pmt	Pinnacle (7710) Spectrum Business	XXXXXXXXX536548 PREAUTHORIZED ACH DEBIT SPECTRUM/SPECTRUM 8902697 VETERANS MEMORIAL BUIL	2 - Building	\$141.23		C	\$15,386.00
01/10/2025	Expense	Utilities:Telephone and Internet QuickBooks Payroll	Tax Payment		\$603.01		C	\$15,527.23
01/10/2025	Tax Payment	-Split- Ellen Herrera	Pay Period: 12/23/2024-01/05/2025		\$773.91		C	\$16,130.24
01/10/2025	Paycheck	Direct Deposit Payable Patty P Gutierrez	Pay Period: 12/23/2024-01/05/2025		\$590.23		C	\$16,904.15
01/10/2025	Paycheck	Direct Deposit Payable Jesse F. Sanchez	Pay Period: 12/23/2024-01/05/2025		\$187.87		C	\$17,494.38
01/10/2025	Paycheck	Direct Deposit Payable Andres Aceves	Pay Period: 12/23/2024-01/05/2025		\$191.41		C	\$17,682.25
01/06/2025	Deposit	Business Liceneses and Permits	20250106-XXXXXXXXXXXXXXXX001355592 DEPOSIT Deposit	2 - Building		\$260.70	C	\$17,873.66
01/02/2025		Recology South Valley	XXXXXXXXX678277 PREAUTHORIZED ACH DEBIT RECOLOGY SO.VALL/WEB_PAY XXXXXXXXX010125 JAMES GARGIULO	3 - Rentals and Events	\$866.20		C	\$17,612.96

Date	Ref No.	Payee	Memo	Class	Payment	Deposit	Stat	Balance
	Type	Account		Location			Auto	
	Expense	Utilities:Trash Service						
01/02/2025		Intuit	XXXXXXXXX260593 PREAUTHORIZED ACH DEBIT INTUIT */QBooks Onl 5249124 SOUTH SANTA CLARA VALL	1 - Admin	\$223.00		C	\$18,479.16
	Expense	Payroll						

South Santa Clara Valley Memorial District

Balance Sheet

As of January 23, 2025

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Pinnacle Operating (1252)	12,134.47
Pinnacle Rental (3753)	4,687.50
Pinnacle Rental Sweep (7531)	340,730.97
Pinnacle Reserve (0865)	5,000.00
Pinnacle Reserve Sweep (8656)	342,831.92
Santa Clara County Tax Collection	20,959.63
Total Bank Accounts	\$726,344.49
Accounts Receivable	
Accounts Receivable	-1,497.50
Total Accounts Receivable	\$ -1,497.50
Other Current Assets	
Prepaid Expenses	2,657.95
Uncategorized Asset	0.00
Undeposited Funds	0.00
Total Other Current Assets	\$2,657.95
Total Current Assets	\$727,504.94
Fixed Assets	
Accumulated Depreciation	-614,206.83
Construction in Progress	21,613.55
Furniture and Equipment	56,570.00
Improvements	819,371.45
Land	8,020.00
Total Fixed Assets	\$291,368.17
TOTAL ASSETS	\$1,018,873.11
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	5,574.08
Total Accounts Payable	\$5,574.08
Credit Cards	
late fee	0.00
Pinnacle (7710)	0.00
Pinnacle Bank (3550)	-41.96

South Santa Clara Valley Memorial District

Balance Sheet

As of January 23, 2025

	TOTAL
Total Credit Cards	\$ -41.96
Other Current Liabilities	
Accrued Expenses	6,746.28
Deferred Revenue	0.00
Direct Deposit Payable	0.00
Payroll Liabilities	0.00
Overpayment	847.66
Total Payroll Liabilities	847.66
Payroll Tax Payable	-308.58
Total Other Current Liabilities	\$7,285.36
Total Current Liabilities	\$12,817.48
Total Liabilities	\$12,817.48
Equity	
Opening Balance Equity	286,083.23
Retained Earnings	801,918.16
Net Income	-81,945.76
Total Equity	\$1,006,055.63
TOTAL LIABILITIES AND EQUITY	\$1,018,873.11

South Santa Clara Valley Memorial District

Profit and Loss

July - December, 2024

	TOTAL
Income	
Donations	2,468.55
Interest Income	2,296.30
Rental Income	30,365.00
Total Income	\$35,129.85
GROSS PROFIT	\$35,129.85
Expenses	
Accounting and Audit Services	6,900.00
Bad Debt	150.00
Bank Fees	49.47
Business Licenses and Permits	601.77
Dues and Memberships	200.00
Food	710.22
Insurance	9,200.10
Janitorial Services and Supplies	9,450.00
Landscaping	690.00
Legal Services	10,605.90
Maintenance	
Grease Trap	103.00
HVAC	796.48
Other	949.16
Pest Control	744.95
Solar Panel and Window Cleaning	450.00
Total Maintenance	3,043.59
Mileage	9.85
Payroll	669.00
Taxes	4,484.05
Wages	52,665.74
Workers Compensation Insurance	738.47
Total Payroll	58,557.26
postage	6.62
Printing	992.78
Reimbursements	847.66
Reimbursements Mileage	2.28
Software	1,102.16
Supplies	3,878.33
Utilities	
Alarm	1,263.63
Gas and Electric	7,249.03
Telephone and Internet	846.13
Trash Service	4,331.00

South Santa Clara Valley Memorial District

Profit and Loss

July - December, 2024

	TOTAL
Water	2,168.64
Total Utilities	15,858.43
Total Expenses	\$122,856.42
NET OPERATING INCOME	\$ -87,726.57
Other Expenses	
Depreciation	1,533.83
Total Other Expenses	\$1,533.83
NET OTHER INCOME	\$ -1,533.83
NET INCOME	\$ -89,260.40

ADDENDUM TO HOME IMPROVEMENT AGREEMENT AND PAYMENT TERMS

This Addendum is hereby made a part of and is incorporated into that certain Home Improvement Agreement and Payment of Terms dated 27 January, 2025, between the South Santa Clara Valley Memorial District (“District”) and Jemico, LLC d/b/a Renewal By Andersen of San Francisco (“Contractor”).

Whereas the parties wish to modify and amend the Home Improvement Agreement and Payment Terms as stated hereafter, District and Contractor further agree as follows:

1. At any place a conflict exists between the Home Improvement Agreement and Payment of Terms (“Agreement”) and this Addendum, this Addendum governs.
2. All products and/or services are being donated by Jemico, LLC d/b/a Renewal by Andersen of San Francisco.
3. The parties acknowledge that because all services and materials are being donated, no funds are owed by the District for the performance of work under the Agreement.
4. Contractor is an independent contractor and not an employee of District. Contractor is solely responsible for the means and methods of performing the work and for the persons under its employment. Contractor is not entitled to worker's compensation or any other District benefits. Contractor warrants on behalf of itself and its subcontractors that they have the qualifications and skills to perform the work in a competent and professional manner and according to the highest standards and best practices in the industry. Contractor warrants on behalf of itself and its subcontractors that they are properly licensed, registered, and/or certified to perform the work as required by law. Contractor shall possess a California Contractor's License in good standing for the following classification(s): A - which must remain valid for the entire Contract Time.
5. Contractor shall obtain all permits necessary for the Project and comply with all applicable laws including, but not limit to, California Labor Laws (Public Contract Code section 1720 et seq.), discrimination laws and conflict of interest (California Government Code sections 1090 and 81000 and their accompanying regulations).
6. To the fullest extent allowed by law, and except for losses caused by the sole and active negligence or willful misconduct of District personnel, Contractor shall indemnify, defend, and hold harmless District, its Board of Directors, officers, officials, employees, agents, servants, volunteers, contractors and consultants (“indemnitees”), through legal counsel acceptable to District, from and against any and all liability, damages, claims, stop notices, actions, causes of action, demands, charges, losses and expenses (including attorney fees, legal costs, and expenses related to litigation and dispute resolution proceedings), of every nature arising directly or indirectly from this contract or in any manner relating to any of the following:

- (a) Breach of contract obligations, representations or warranties;
- (b) Performance or nonperformance of the Work or of any obligations under the Contract by Contractor, its employees, agents, servants subcontractors or subcontractors;
- (c) Payment or nonpayment by Contractor or its subcontractors or sub-subcontractors for Work performed on or off the project site; and
- (d) Personal injury, property damage or economic loss resulting from the work or performance of Contractor or its subcontractor or sub-subcontractors.

Contractor must pay the costs District incurs in enforcing this provision.

Contractor must accept a tender of defense upon receiving notice from District of a third-party claim, in accordance with California Public Contract Code Section 9201. At District's request, Contractor will assist District in the defense of a claim, dispute or lawsuit arising out of this Contract. Contractor's duties under this provision are not limited to Contract Price, Workers' Compensation, or other employee benefits or the insurance and bond coverage required in this Contract. Nothing in the Contract shall be construed to give rise to any implied right of indemnity in favor of Contractor against District or any other Indemnitee. This obligation shall survive termination of the Agreement.

- 7. Unless otherwise defined in this Addendum, all capitalized terms shall have the same meaning as set forth in the Agreement. Except as expressly amended by this Addendum, the terms and conditions of the Agreement are affirmed as not amended, remaining in full force and effect.

CONTRACTOR:
 Jemico, LLC d/b/a Renewal
 By Andersen of San Francisco

DISTRICT:
 South Santa Clara Valley Memorial
 District

By: _____
 Its: _____

By: _____
 Ellen Herrera, Executive Director



DBA: RENEWAL BY ANDERSEN OF SAN FRANCISCO

Legal Name: Jemico, LLC
CA CSLB#: 972702
30806 Santana St. | Hayward, CA 94544
Phone: (866) 420-4109 | Fax: (510) 751-5347 | contracts@renewalbayarea.com

**South Santa Clara Valley Memorial District /
Gilroy Veterans Hall**
74 W 6th ST
Gilroy, CA 95020
H: 408-842-3838

Thank you for your order

Please find, enclosed for your convenience, the contents of your agreement with Jemico, LLC d/b/a Renewal By Andersen of San Francisco

Table of Contents

- Home Improvement Agreement and Payment Terms 2
- Itemized Order Receipt 3
- Notice of Cancellation 8
- State Notices 9
- South Santa Clara Valley Memorial District - Gilroy Ventrans Hall_Contract__Nov 6, 2024.pdf 12



Home Improvement Agreement and Payment Terms

DBA: RENEWAL BY ANDERSEN OF SAN FRANCISCO

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74 W 6th ST

Gilroy, CA 95020

H: 408-842-3838

South Santa Clara Valley Memorial District / Gilroy Veterans Hall

01/07/25

BUYER(S) NAME

74 W 6th ST, Gilroy, CA 95020

BUYER(S) STREET ADDRESS

executivedirector@sscvmemorialdistrict.org

PRIMARY EMAIL

NOTES:

Buyer(s) hereby jointly and severally agrees to purchase the products and/or services of Jemico, LLC d/b/a Renewal By Andersen of San Francisco ("Contractor"), in accordance with the terms and conditions described in this Home Improvement Agreement and Payment Terms, any documents listed in the Table of Contents, and any other document attached to this Home Improvement Agreement, the terms of which are all agreed to by the parties and incorporated herein by reference (collectively, this "Agreement"). Buyer(s) hereby agrees to sign a completion certificate after Contractor has completed all work under this Agreement.

TOTAL CONTRACT PRICE:

\$0

By signing this Agreement, you acknowledge that the Balance Due, and the Amount Financed must be made by personal check, bank check, credit card, or cash.

DOWN PAYMENT:

\$0

BALANCE DUE:

\$0

Estimated Start:
12 Weeks

Estimated Completion:
3-4 Days

AMOUNT FINANCED:

\$0

METHOD OF PAYMENT:

Cash

We schedule installations based on the date of the signed contract and secondarily on the date in which we complete the technical measurements. The installation date that we are providing at this time is only an estimate. We will communicate an official date and time at a later date. Rain and extreme weather are the most common causes for delay.

NOTES:

Buyer(s) agrees and understands that this Agreement constitutes the entire understandings between the parties and that there are no verbal understandings changing or modifying any of the terms of this Agreement. No alterations to or deviations from this Agreement will be valid without the signed, written consent of both the Buyer(s) and Contractor. Buyer(s) hereby acknowledges that Buyer(s) 1) has read this Agreement, understands the terms of this Agreement, and has received a completed, signed, and dated copy of this Agreement, including the two attached Notices of Cancellation, on the date first written above and 2) was orally informed of Buyer's right to cancel this Agreement.

NOTICE TO BUYER: Do not sign this contract if blank. You are entitled to a copy of the contract at the time you sign.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME NOT LATER THAN MIDNIGHT OF 01/10/2025 OR THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION, OR THE FIFTH BUSINESS DAY IF 65 YEARS OF AGE OR OLDER, WHICHEVER DATE IS LATER. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

SIGNATURE OF SALES PERSON:

Andrew Gonsalves

PRINT NAME OF SALES PERSON

SIGNATURE OF CUSTOMER 1:

South Santa Clara Valley Memorial District /
Gilroy Veterans Hall

PRINT NAME

SIGNATURE OF CUSTOMER 2:

PRINT NAME



Itemized Order Receipt

DBA: RENEWAL BY ANDERSEN OF SAN FRANCISCO

Legal Name: Jemico, LLC

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**South Santa Clara Valley Memorial District /
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74 W 6th ST

Gilroy, CA 95020

H: 408-842-3838

ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
		0 W 0 H	Misc: Misc, All Job Charges Miscellaneous charges, Production OHLJ Adjustment Fee, Quantity 1, Haul Away, Dispose, City, County, State, Home Owner Association Regulatory and Compliance Fees (as applicable).	\$995
		0 W 0 H	Misc: Misc, All Job Charges Miscellaneous charges, ProVia, Quantity 1, Donation Project: \$139,539 Discount	\$-139,539
101	Kitchen	48 W 39 H	Window: Acclaim™ Gliding Double 1:1 Stationary / Active Base Frame Exterior Dark Bronze Interior Dark Bronze Performance Calculator: PG Rating: 40 DP Rating: + 40 / - 40 Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern Tempered Glass Hardware: Dark Bronze Screen: Fiberglass Full Screen Grille Style: Grilles Between Glass (GBG) Grille Pattern: All Sash: Colonial 2w x 4h Misc: None	\$6,066
102	Hall - Right	104 W 52 H	Window: Acclaim™ Gliding Triple 1:2:1 Base Frame Exterior Dark Bronze Interior Dark Bronze Performance Calculator: PG Rating: 30 DP Rating: + 30 / - 30 Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern Tempered Glass Hardware: Dark Bronze Screen: Fiberglass Full Screen Grille Style: Grilles Between Glass (GBG) Grille Pattern: Sash 1: Colonial 2w x 4h Sash 2: Colonial 4w x 4h Sash 3: Colonial 2w x 4h Misc: None	\$13,266



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ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
103	Hall - Right	104 W 52 H	Window: Acclaim™ Gliding Triple 1:2:1 Base Frame Exterior Dark Bronze Interior Dark Bronze Performance Calculator: PG Rating: 30 DP Rating: + 30 / - 30 Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern Tempered Glass Hardware: Dark Bronze Screen: Fiberglass Full Screen Grille Style: Grilles Between Glass (GBG) Grille Pattern: Sash 1: Colonial 2w x 4h Sash 2: Colonial 4w x 4h Sash 3: Colonial 2w x 4h Misc: None	\$13,266
104	Hall - Right	104 W 52 H	Window: Acclaim™ Gliding Triple 1:2:1 Base Frame Exterior Dark Bronze Interior Dark Bronze Performance Calculator: PG Rating: 30 DP Rating: + 30 / - 30 Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern Tempered Glass Hardware: Dark Bronze Screen: Fiberglass Full Screen Grille Style: Grilles Between Glass (GBG) Grille Pattern: Sash 1: Colonial 2w x 4h Sash 2: Colonial 4w x 4h Sash 3: Colonial 2w x 4h Misc: None	\$13,266
105	Hall - Right	104 W 52 H	Window: Acclaim™ Gliding Triple 1:2:1 Base Frame Exterior Dark Bronze Interior Dark Bronze Performance Calculator: PG Rating: 30 DP Rating: + 30 / - 30 Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern Tempered Glass Hardware: Dark Bronze Screen: Fiberglass Full Screen Grille Style: Grilles Between Glass (GBG) Grille Pattern: Sash 1: Colonial 2w x 4h Sash 2: Colonial 4w x 4h Sash 3: Colonial 2w x 4h Misc: None	\$13,266
106	Hall - Front	49 W 46 H	Window: Acclaim™ Picture Base Frame Exterior Dark Bronze Interior Dark Bronze Performance Calculator: PG Rating: 50 DP Rating: + 50 / - 50 Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern Tempered Glass Grille Style: No Grille Misc: None	\$5,180



Itemized Order Receipt

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ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
107	Hall - Front	49 W 61 H	Window: Acclaim™ Picture Base Frame Exterior Dark Bronze Interior Dark Bronze Performance Calculator: PG Rating: 50 DP Rating: + 50 / - 50 Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern Tempered Glass Grille Style: No Grille Misc: None	\$6,122
108	Hall - Front	47 W 46 H	Window: Acclaim™ Picture Base Frame Exterior Dark Bronze Interior Dark Bronze Performance Calculator: PG Rating: 50 DP Rating: + 50 / - 50 Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern Tempered Glass Grille Style: No Grille Misc: None	\$5,180
109	Hall - Front	47 W 61 H	Window: Acclaim™ Picture Base Frame Exterior Dark Bronze Interior Dark Bronze Performance Calculator: PG Rating: 50 DP Rating: + 50 / - 50 Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern Tempered Glass Grille Style: No Grille Misc: None	\$5,729
110	Hall - Front	47 W 46 H	Window: Acclaim™ Picture Base Frame Exterior Dark Bronze Interior Dark Bronze Performance Calculator: PG Rating: 50 DP Rating: + 50 / - 50 Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern Tempered Glass Grille Style: No Grille Misc: None	\$5,180
111	Hall - Front	47 W 61 H	Window: Acclaim™ Picture Base Frame Exterior Dark Bronze Interior Dark Bronze Performance Calculator: PG Rating: 50 DP Rating: + 50 / - 50 Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern Tempered Glass Grille Style: No Grille Misc: None	\$5,729
112	Hall - Front	47 W 46 H	Window: Acclaim™ Picture Base Frame Exterior Dark Bronze Interior Dark Bronze Performance Calculator: PG Rating: 50 DP Rating: + 50 / - 50 Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern Tempered Glass	\$5,180



Itemized Order Receipt

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ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
			Grille Style: No Grille Misc: None	
113	Hall - Front	47 W 61 H	Window: Acclaim™ Picture Base Frame Exterior Dark Bronze Interior Dark Bronze Performance Calculator: PG Rating: 50 DP Rating: + 50 / - 50 Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern Tempered Glass Grille Style: No Grille Misc: None	\$5,729
114	Hall - Front	49 W 46 H	Window: Acclaim™ Picture Base Frame Exterior Dark Bronze Interior Dark Bronze Performance Calculator: PG Rating: 50 DP Rating: + 50 / - 50 Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern Tempered Glass Grille Style: No Grille Misc: None	\$5,180
115	Hall - Front	49 W 61 H	Window: Acclaim™ Picture Base Frame Exterior Dark Bronze Interior Dark Bronze Performance Calculator: PG Rating: 50 DP Rating: + 50 / - 50 Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern Tempered Glass Grille Style: No Grille Misc: None	\$6,122
116	Meeting Room	108 W 14 H	Window: Acclaim™ Picture Base Frame Exterior Dark Bronze Interior Dark Bronze Performance Calculator: Performance Data Unavailable Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern Tempered Glass Grille Style: No Grille Misc: None	\$6,753
117	Meeting Room	128 W 63 H	Window: Acclaim™ Gliding Triple 1:2:1 Base Frame Exterior Dark Bronze Interior Dark Bronze Performance Calculator: PG Rating: 25 DP Rating: + 25 / - 25 Glass: All Sash: High Performance SmartSun with HeatLock Glass, No Pattern Tempered Glass Hardware: Dark Bronze Standard Color Extra Lock Screen: Fiberglass Full Screen Grille Style: Grilles Between Glass (GBG) Grille Pattern: Sash 1: Colonial 2w x 5h Sash 2: Colonial 4w x 5h Sash 3: Colonial 2w x 5h Misc:	\$17,330



Itemized Order Receipt

DBA: RENEWAL BY ANDERSEN OF SAN FRANCISCO

Legal Name: Jemico, LLC

CA CSLB#: 972702

30806 Santana St. | Hayward, CA 94544

Phone: (866) 420-4109 | Fax: (510) 751-5347 | contracts@renewalbayarea.com

**South Santa Clara Valley Memorial District /
Gilroy Veterans Hall**

74 W 6th ST

Gilroy, CA 95020

H: 408-842-3838

ID#:	ROOM:	SIZE:	DETAILS:	PRICE:
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None

WINDOWS: 17	PATIO DOORS: 0	ENTRY DOORS: 0	SPECIALTY: 0	MISC: 2	PROJECT TOTAL	\$0
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Renewal by Andersen is committed to our customers' safety by complying with the rules and lead-safe work practices specified by the EPA.



Authorization and Schedule of Progress Payments

dba: Renewal By Andersen of San Francisco
 Legal Name: Jemico, LLC
 CSLB #: 972702
 30806 Santana St. | Hayward, CA 94544
 Phone (866)-420-4109 / fax (510)-751-5347

Customer(s) Name: South Santa Clara Valley Memorial District / Gilroy Contract Date: 01/07/2025
 Customer(s) Street Address: 74 W. 6th St City: Gilroy State: CA Zip: 95020
 Primary Telephone: (408) 842-3838 Secondary Telephone: _____
 Primary Email: executivedirector@sscvmemorialdistrict.org Secondary Email: _____
 Design Consultant's Registration Number: CSLB# 972702

SCHEDULE OF PROGRESS PAYMENTS			METHOD OF PAYMENT	APPROXIMATE STARTING TIME FRAME
TOTAL CONTRACT AMOUNT \$ <u>0.00</u> *				
CASH PORTION	FINANCE PORTION	DUE	<input checked="" type="checkbox"/> CASH	<u>12</u> weeks from the date your product was placed
Total cash/finance*: \$ <u>0.00</u>	\$ <u>0.00</u>		<input type="checkbox"/> CHECK - ACH	
Down Payment*: \$ <u>0.00</u>		Sales Deposit	<input type="checkbox"/> FINANCED	
1st Progress Payment: \$ <u>0.00</u>	\$ <u>0.00</u>	Pre Installation Assessment	<input type="checkbox"/> CREDIT CARD	
2nd Progress Payment: \$ <u>0.00</u>	\$ <u>0.00</u>	At Start of Installation	*THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.	<u>3-4</u> APPROXIMATE DAYS TO COMPLETE INSTALL
3rd Progress Payment: \$ <u>0.00</u>	\$ <u>0.00</u>	At Substantial Completion Of Installation		

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. *The total contract amount is inclusive of all permit fees, if any.

(1) INSTALL SUBSTANTIALLY COMPLETE: Final payment is due on the day of installation when all windows and/or doors included in this agreement have been installed into their openings and any interior and exterior trims have been applied ("substantially complete"). If there are any outstanding warranty claims or service items, customer may retain an amount equal to the value of the outstanding item(s) or work to be done, not to exceed 10% of the total purchase price. Due to project changes after Contract Signing, the final payment is subject to change.

(2) For credit card payments after Contract Signing, customer's credit card will be recharged using TransArmor tokenization.

IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

By signing below, I/we, the Customer (Borrower):

1. Authorize Renewal by Andersen to initiate debit or credit entries for payments based on the amount(s), form of payment(s), and timing specified in the Payment Authorization Schedule above.
2. Instruct the Lender (if applicable) to disburse the proceeds of the loan to Renewal by Andersen as identified above in the amount(s) and timing specified in the Payment Authorization Schedule.
3. Acknowledge the use of the loan to make a purchase will constitute acceptance by all Borrowers of the Loan Agreement.
4. Understand that Renewal by Andersen must be notified in writing of a change in payment method in advance of the respective payment.
5. Authorize Renewal by Andersen to initiate debit or credit entries for payments based on the amount(s), form of payment(s), and timing specified in the Payment Authorization Schedule above.
6. Acknowledge that the origination of an ACH transaction or recharging of credit card to Customer's account must comply with the provisions of US Law.
7. Acknowledge that this Authorization is to remain in full-force and effect until Renewal by Andersen has received written notification from the Customer of its termination in such time and manner as to afford Renewal by Andersen and their Depository Institution a reasonable opportunity to act on it.
8. Understand that if there is a change in the set date of a debit or credit entry, Renewal by Andersen must notify the customer minimally 7 days in advance.

Legal Name: Jemico, LLC
 dba: Renewal By Andersen of San Francisco

Customer(s)



 Signature of Design Consultant

 Signature

 Signature

Andrew Gonsalves

 Print Name of Design Consultant

South Santa Clara Valley Memc

 Print Customer Name

 Print Customer Name



A: PO Box 891724 | Temecula, CA 92589
E: kevin@brejnakcpa.com

December 28, 2024

South Santa Clara Valley Memorial District
Gilroy Veterans Memorial Hall
74 W. 6th Street, Suite A
Gilroy, CA 95020

We are pleased to confirm our understanding of the services we are to provide South Santa Clara Valley Memorial District for the fiscal year ending June 30, 2025. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of South Santa Clara Valley Memorial District as of and for the fiscal years ended listed above.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Budgetary Comparison Schedule

Audit Objectives

The objective of our audit is the expression of an opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grants agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*, issued by the Comptroller of the United States, and will include tests of accounting records and other procedures we consider necessary to enable us to express such opinions. The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe (1) the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements, and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements. As part of the audit, we will assist with preparation of your financial statements, and related notes. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. You agree to assume all management responsibilities for any nonaudit services we provide; oversee the services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities

include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the South Santa Clara Valley Memorial District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of South Santa Clara Valley Memorial District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statements, related notes and State Controller's Report of South Santa Clara Valley Memorial District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Engagement Administration, Fees, and Other

The audit documentation for this engagement is the property of Kevin Brejnak, CPA and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the State Controller's Office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Kevin Brejnak, CPA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the State Controller's Office. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in September/October and to issue our reports no later than December 31st pending your cooperation. Kevin Brejnak, CPA is the engagement partner and is responsible for supervising the engagement and signing the report.

The maximum annual fee for auditing services under the terms of this agreement shall be as follows:

Fiscal Year 2024-25 - \$6,900


Additionally, the State Controller Report will be completed prior to the deadline for \$600. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. In addition to the auditing fees identified above, the district shall provide reimbursement for expenses incurred during the performance of the services. These costs may include printing/binding of final reports, travel, lodging, meals, airfare, mileage, etc. reimbursed at the standard IRS rate, etc. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. We anticipate the engagement will be completed no later than December 31st. All work will be completed to the best of our ability based on available supporting evidence, in lieu of supporting documentation we will first try and substantiate amounts using third-party sources, when available, but we acknowledge that certain documents likely do not exist.

If a dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

We believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,



Kevin Brejnak, CPA

Response:

This letter correctly sets forth the understanding of South Santa Clara Valley Memorial District.

Signature

Title

Date

South Santa Clara Valley Memorial District

Agenda Report

Regular Matter No: 1

Meeting date: January 27, 2025

To: South Santa Clara Valley Memorial District Board of Directors

From: Ellen Herrera, Executive Director

Subject: Change pay period and pay dates

RECOMMENDATION

Staff recommends that the Board of Directors approve the change in pay periods and pay dates effective 1 February 2025.

DISCUSSION

The current pay period begins at 12:00am on Mondays and ends 11:59pm on Sundays. Employees are paid on a bi-weekly basis. All employees are paid every other Friday. Staff proposes pay periods to be changed uniformly to 1-15 and 16-30/31 of every month. Pay dates would be on the 5th and 20th of every month. Making these changes will mitigate the need for accruing payroll at the end of every fiscal year. This will also result in cleaner auditing and end of year reconciliations/closing. Staff have been surveyed and there are no inconveniences to the staff in making this change.



74 West Sixth Street #A, Gilroy, CA 95020
408.842.3838
www.GilroyVeteransHall.org
www.SSCVMemorialDistrict.org

**South Santa Clara Valley Memorial District
(DBA: Gilroy Veterans Hall)**

Amendment to the Employee Handbook dated October 2021

Policy Title: Pay Periods and Paydays
Date Approved: To be approved
Date Revised: N/A

Purpose

The purpose of this policy is to amend the employee handbook to change the pay periods and pay dates effective 1 February 2025.

Section 3.1 reads as follows: “The pay week begins at 12:00am on Mondays and ends 11:59pm on Sundays. Employees are paid on a bi-weekly basis. All employees will be paid every other Friday. All employees are paid by check or direct deposit on the above-mentioned payday. If the regular payday falls on a weekend or District holiday, employees will be paid on the last business day before the holiday and/or weekend.”

Policy

Section 3.1 to be amended to read, “The pay week begins at 12:00 am on the 1st and 16th of every month and ends 11:59 pm on the 15th and last day of the month. Employees are paid on a semi-monthly basis. All employees will be paid on the 5th and 20th of every month. All employees are paid by check or direct deposit on the above-mentioned payday. If the regular payday falls on a weekend or District holiday, employees will be paid on the last business day before the holiday and/or weekend.”

January 2025 Staff Report

BUILDING IMPROVEMENTS AND MAINTENANCE

Kitchen:

The Notice to Bidders was posted in the San Jose Mercury News, at the Gilroy City Hall, at the Veterans Hall and with the Builders Exchange. This notice was also sent to previous Kitchen remodel prospects. A complete bid packet, including current project plans, are located on the District website and with the Builders Exchange. On January 23rd, staff held a walk-through for bidders. We had 10 attendees; a mixture of general contractors and individual sub-contractors. The Architect, Lon Davis, was present to answer any questions. On February 1st, a list of questions and answers will be distributed to all those who attended.

Mark Wells, with the Gilroy Association, confirmed they are awaiting the final amount of the project so they can send us a check for the balance of the project not already funded.

Approved Budget February 26, 2024	\$400,000
Preliminary Estimate	\$348,666
Total Fundraising as of November 30, 2024	\$258,392.90*

Actual Expenses			
Date	Payee	Description	Cost
6/30/24		Balance Forward	\$20,501.05
7/3/24	Davco Associates	Respond to Health Dept	\$900.00
1/21/25	Bayarea News Group-SJ Mercury News	Fee for posting in paper	\$1819.44
Total			\$23,220.49

* Only includes cash received. The American Legion Association will donate whatever balance is needed to pay for the project once an exact amount is known.

Landscape Maintenance: Urias landscaping is increasing their cost to \$120.00 per month, \$1,440.00 per year. This increase in cost will put them over the \$1000.00 limit for prevailing wage. We will seek another company or complete this task in house with staff.

HALL RENTALS AND MARKETING

Fiscal Year	Total Rentals for the Year*	% Increase Over Last Year	Sales
2021-22	218	---	\$55,345
2022-23	326	50%	\$55,566
2023-24	364	12%	\$66,105
2024-25**	55		\$35,1296

*We are not sure of the methodology used to count rentals in prior years. For the current FY, only rentals that produce income are counted. The Bar Council, American Legion and VFW leases are counted as one rental per month

**Through December 31, 2024

MARKETING

The Executive Director (ED) attended the Nonprofit Convening Session at the Neon Exchange and the Chamber Mixer hosted at Old City Hall. I reminded the attendees that we are not just for Veterans. I am in collaboration with the Silicon Valley Community Foundation and local venues to not only promote the hall but to ensure we work together in assisting the community in locating the perfect venue for their events. This will happen if we continue to refer clients to another venue if we have no availability on the date they are requesting.

ADMINISTRATIVE

Staffing: Our Maintenance Coordinator was medically released to come back to work.

Rentals: Yearly rental contracts currently end on 6/30/2025 and are up for review in May 2025. The new rental price list will become effective at the same time as the renewal of the yearly contracts.

Building: A new internet router was installed which enabled us to create a separate "Guest" wifi password so that our Districts' intellectual data is not compromised.

Next Board Meeting: February 24, 2025