CITY COUNCIL
Albert Vallecillo, Mayor
Bill Biasi, Mayor Pro-Tempore
Councilmembers: Richard Casavecchia,
Jesse Loren, and Carol Scianna

REGULAR CITY COUNCIL MEETING

City Hall, Council Chamber
318 First Street, Winters, CA 95695
August 5, 2025
6:30 PM

Meeting Information
Winters City Council meetings are conducted in person at City Hall Council Chambers accessible via the Abbey St. side entrance. As a courtesy, and technology permitting, members of the public may continue to participate virtually. However, the City cannot guarantee that the public's access to teleconferencing technology will be uninterrupted, and technical difficulties may occur from time to time. Unless required by the Brown Act, City Council meetings will continue despite technical difficulties for participants using the teleconferencing option.

Zoom: +16699006833 US Meeting ID: 850 2319 7139

Passcode: 405995

https://us02web.zoom.us/j/85023197139?pwd=U2xRNUg1U0V6T1ZqUlBGTlVZRlJjdz09

If you are joining the meeting via Zoom and wish to make a comment on an item, press the "raise a hand" button. If you are joining the meeting by phone, press *9 to indicate a desire to make a comment. The chair will call you by name or phone number when it is your turn to comment. Speakers will be limited to 3:00 minutes.

If you choose not to observe the City Council meeting but wish to make a comment on a specific agenda item, please submit your comment via email by 5:00 p.m. on the Monday prior to the City Council meeting. Please submit your comment to the City Clerk at cityclerk@cityofwinters.org. All public comments submitted to the City Clerk will be summarized and read into record but will not be read verbatim due to time limitations.

General Information: If you have questions about this agenda please call the City Clerk's office at 530-794-6702. View City Council meetings, obtain agendas and agenda packets on the internet: http://www.cityofwinters.org/city-council-meetings. City Council agenda packets and any attachments to the agenda that are not available online may be viewed at the City Clerk's Office at City Hall - 318 First Street.

Assistance: In compliance with the Americans with Disabilities Act, if you need special assistance, a disability-related modification or accommodation, agenda materials in an

alternative format, or auxiliary aids to participate in this meeting, please contact the Office of the City Clerk at 530-794-6702 or cityclerk@cityofwinters.org as soon as possible. Providing at least 72 hours notice will help ensure that reasonable arrangements can be made.

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA
The Mayor and Council may change the order of the Agenda or request discussion of a Consent Item.

SPECIAL PRESENTATIONS

Receive a Presentation on the City's Traffic Calming Policy from Alan Mitchell, City Engineer, and Eric Lucero, Director of Operations & Maintenance, Public Works Department
Council Presentation -Traffic Calming Policy.pptx

PUBLIC COMMENT (Items not on the agenda)
This time is reserved for members of the public to address the City Council on items that are not on the Agenda and are within the subject matter jurisdiction of the City Council. Comments are limited to 3 minutes. Comments for items on the Open Session agenda will be taken when the item is called in Open Session. City Council is prohibited by law from taking any action on matters discussed that are not on the agenda, and no adverse conclusions should be drawn if the City Council does not respond to public comment at this time.

CONSENT CALENDAR
All items listed under the Consent Calendar are considered and acted upon by one Motion. Anyone may request an item be removed for separate consideration.

Warrant Register and Payment of Claims for the Month of May 2025
Staff Report - Warrant Register Reports for May 2025.docx
Attachment 1 - Affidavit of Administrative Services Director.pdf
Attachment 2 - A/P Register.pdf
Attachment 3 - Payroll Registers.pdf

Resolution 2025-47 Approving Contract with Flock Group, Inc. for $47,600 for Automatic License Plate Reader Technology for Use by the Winters Police Department
Staff Report - Flock Group.doc
Attachment 1 - Resolution 2025-47 Flock Group Inc.docx
Attachment 2 - Flock Group, Inc. Quote.pdf
Attachment 3 - Flock Group, Inc. Single Source Letter.pdf

Designation of a Voting Delegate and Alternates for the League of California Cities Annual Conference
Staff Report - Designation of a Voting Delegate and Alternates.docx

Letter Agreement for a One-Year Extension of Joint Use Agreement with Winters Parent Nursery School

Staff Report - One-Year Extension of Joint Use Agreement with Winters Parent Nursery School.doc
Attachment 1 - 2020 WPNS and City Joint Use Agreement
Attachment 2 - Letter Agreement
Minutes of the Regular City Council Meeting Held on July 15, 2025
Regular City Council Meeting July 15, 2025.docx
Agreement with California Consulting, Inc. for Grant Writing Services in an Amount not to exceed $80,000.
Staff Report - Grant Writing California Consulting.docx
Attachment 1 - Resolution 2025-46 California Consulting.docx
Attachment 2 - California Consulting Agreement.docx
Resolution 2025-48 approving First Amendment to the Professional Services Agreement with Mann, Urrutia, Nelson CPAs & Associates LLP to increase the total compensation by $133,600 for a total not to exceed amount of $259,100 and authorizing the City Manager to execute the amendment
Staff Report - 2025-48 First Amendment to PSA with Mann.docx
Attachment 1 - 2025-48 Resolution MUNCPAs Amendment.docx
Attachment 1, Exhibit A - First Amendment to PSA with MUNCPAs.docx
Attachment 2 - Professionals Services Agreement SA MUN Auditors.pdf
2a - First Amendment Proposa1

Street Closure Request for Bicycle Criterium, August 23rd, 2025, from 6:00 am to 12:30 pm

Staff Report - Street Closure Bike Criterium.doc
Attachment 1 - Road Closure Course Map.pdf

PUBLIC HEARINGS

DISCUSSION ITEMS

Discussion of Smoke-Free Outdoor Policy
Staff Report - Smoke Free Outdoor Policy.docx

CITY MANAGER'S REPORT

COUNCIL COMMENTS-IDEAS, QUESTIONS, AB1234 REPORTS
This item is for information only and is not eligible for action at this time.

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the regular meeting of the Winters City Council was posted on the public bulletin board at City Hall, 318 First Street and posted to the City of Winters website at cityofwinters.org.

Zorina Treat, Deputy City Clerk

Neighborhood Traffic Management & Calming

Alan Mitchell

Ponticello Enterprises

Consulting Engineers, Inc

CITY OF WINTERS california Est. 1875

Characteristics of a livable neighborhood include…

- Ability to feel safe and secure
- Opportunity to interact with neighbors
- Ability to experience a sense of home and privacy
- A sense of community identification



Neighborhood Traffic Management Program Objectives

- Improving neighborhood livability by mitigating impact of vehicular traffic on residential neighborhoods
- Promotion of safe and pleasant conditions for motorists, bicyclists, pedestrians and residents on neighborhood streets
- Encouraging citizen involvement and effort in neighborhood traffic management activities
- Making efficient use of City resources by prioritizing traffic management requests
- Supporting the Comprehensive Plan policy that livability and safety of established residential neighborhoods be protected in transportation operations

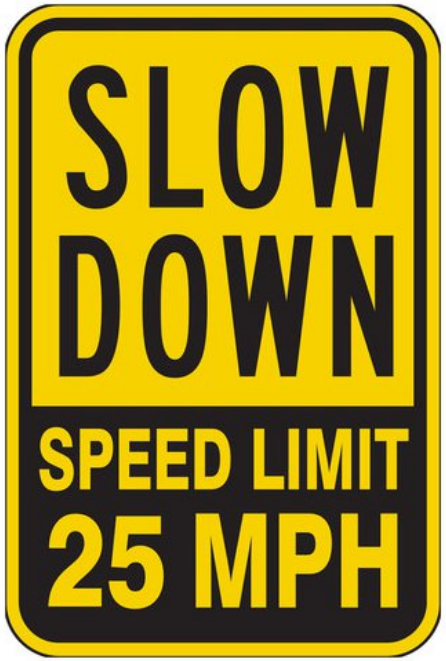
Traffic Calming Measure ▪ Level 1

- Neighborhood Meeting
- Police Enforcement
- Police Presence



Traffic Calming Measure ▪ Level 2

- Posting 25 MPH Limits
- Radar Trailer Deployment
- Commercial Vehicle Restrictions



Traffic Calming Measure ▪ Level 3

- Stop Sign Reversal
- Speed Humps
- Rumble Strips
- Narrowing Lanes



Traffic Calming Measure ▪ Level 4

- Chokers
- Gateways
- Intersection Channelization
- Median Barrier
- Neckdowns
- Raised Intersections
- Roundabout
- Serpentine
- Single Lane Slow Points
- Turn Restrictions Using Delineators
- Cul-de-sac
- Diagonal Diverters



Proposed Neighborhood Traffic Management Practice

- Impacts of traffic calming devices
- Effectiveness of traffic calming devices
- Effect on Emergency Response time
- Traffic diversion
- Impact to transit and utility vehicles
- Considerations for other roadway users
- Noice impacts
- Loss of parking
- Liability exposure implications
- Visual impacts and aesthetic concerns
- Increased maintenance costs



Residential Streets with Multiple Speeding Complaints and/or Traffic Volume Concerns

- Main Street
- Abbey Street
- Edwards Street
- Anderson Street
- Valley Oak Street
- Russell Street
- Hemenway Ave



Questions & Comments



CITY COUNCIL
STAFF REPORT

TO:	Honorable Mayor and Councilmembers
DATE:	August 5, 2025
THROUGH:	Jeremy Craig, City Manager
FROM:	Shery Reyes, Senior Accountant
SUBJECT:	Payment of Claims for the month of May 2025

RECOMMENDATION:
Approve payments made in accordance with the adopted City of Winters budget.

BACKGROUND:
The Administrative Services Department is responsible for ensuring the financial obligations of the City are met in a timely and accurate manner. Accounts Payable processes payments to external vendors on a weekly basis and employee payroll is processed biweekly while any payment requiring remittance by wire transfer is paid on an as-needed basis.
Pursuant to California Government Code Section 37208, payments drawn in accordance with the City's approved budget need not be ratified by the legislative body prior to payment. The warrant registers (accounts payable and payroll) shall be presented to the legislative body for ratification and approval at the first meeting after payments have been processed. The Administrative Services Director has submitted the register(s) showing the payments processed within the timeframe above for approval by the City Council.

FISCAL IMPACT:
Total of payments processed for the reporting period: $1,274,387.12

ATTACHMENTS:
1. Affidavit of Administrative Services Director
2. A/P Registers
3. Payroll Registers

Check Register Totals for Month Ending May 31, 2025

Accounts Payable	$	734,525.84
Payroll	$	539,861.28
Grand Total	$	1,274,387.12

Prepared by:

Shery Reyes

Shery Reyes, Senior Accountant

Certified by:

Cathy Mathews, Director of Administrative Services

City of Winters
Month End Cash Disbursements Report
Prior Period Report for 05-25 BANK ACCOUNT 10100

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
05-25	05-01	05/01/25	PER01 (PERS)		46,992.55	.00	46,992.55	PERS MAY HEALTH COVERAGE
	061496	05/02/25	WIN01 (DAVIS ENTERPRISE INC.)		(1,807.35)	.00	(1,807.35)	Ck# 061496 Reversed
	063525	05/19/25	\S003 (SCHUBERT, RICK FRANK		(130.00)	.00	(130.00)	Ck# 063525 Reversed
	063598	05/02/25	MP2 (SIX STATES SOLAR II, LLC)		23,754.69	.00	23,754.69	Automatic Generated Check
	063599	05/02/25	AAC01 (AACTION RENTEL)		147.75	.00	147.75	Automatic Generated Check
	063600	05/02/25	AFL01 (AFLAC)		1,714.38	.00	1,714.38	Automatic Generated Check
	063601	05/02/25	ANA01 (ANA P. CARRILLO)		3,150.00	.00	3,150.00	Automatic Generated Check
	063602	05/02/25	AND06 (ANDREA GONZALEZ)		72.00	.00	72.00	Automatic Generated Check
	063603	05/02/25	BAD01 (BADGER METER INC.)		1,107.82	.00	1,107.82	Automatic Generated Check
	063604	05/02/25	BAY05 (STEVEN RESTIVO)		2,000.00	.00	2,000.00	Automatic Generated Check
	063605	05/02/25	BBK01 (BEST BEST & KRIEGER LLP.)		9,205.98	.00	9,205.98	Automatic Generated Check
	063606	05/02/25	BSK00 (BSK ASSOCIATES)		592.50	.00	592.50	Automatic Generated Check
	063607	05/02/25	CIN03 (CINTAS CORPORATION #622)		194.11	.00	194.11	Automatic Generated Check
	063608	05/02/25	DEL08 (SALOMAN DELTORO)		377.18	.00	377.18	Automatic Generated Check
	063609	05/02/25	DIX03 (DIXON LANDSCAPE MATERIALS IN		1,573.61	.00	1,573.61	Automatic Generated Check
	063610	05/02/25	DOT01 (DEPART OF TRANSPORTATION)		3,526.88	.00	3,526.88	Automatic Generated Check
	063611	05/02/25	EST02 (ESTHER VILLALOBOS)		75.00	.00	75.00	Automatic Generated Check
	063612	05/02/25	EXP01 (EXPRESS SERVICES, INC.)		2,796.80	.00	2,796.80	Automatic Generated Check
	063613	05/02/25	HDL01 (HDL, COREN & CONE)		2,134.17	.00	2,134.17	Automatic Generated Check
	063614	05/02/25	HOR00 (HORIZON)		1,594.84	.00	1,594.84	Automatic Generated Check
	063615	05/02/25	JIM08 (JIM KEATING)		877.05	.00	877.05	Automatic Generated Check
	063616	05/02/25	LEA03 (LEAGUE OF CALIFORNIA CITY)		100.00	.00	100.00	Automatic Generated Check
	063617	05/02/25	LIF01 (LIFE-ASSIST, INC)		28.63	.00	28.63	Automatic Generated Check
	063618	05/02/25	MON01 (MONICA MONTANO)		600.00	.00	600.00	Automatic Generated Check
	063619	05/02/25	MUT01 (MUTUAL OF OMAHA)		4,786.06	.00	4,786.06	Automatic Generated Check
	063620	05/02/25	NEI03 (SACRAMENTO NEIGHBORHOOD HOUS		500.00	.00	500.00	Automatic Generated Check
	063621	05/02/25	PAC07 (PACIFIC ACE HARDWARE)		30.30	.00	30.30	Automatic Generated Check
	063622	05/02/25	PGE00 (PACIFIC GAS & ELECTRIC CO)		44,977.96	.00	44,977.96	Automatic Generated Check
	063623	05/02/25	PIT01 (PITNEY BOWES INC)		1,990.66	.00	1,990.66	Automatic Generated Check
	063624	05/02/25	PON01 (PONTICELLO ENTERPRISES)		642.50	.00	642.50	Automatic Generated Check
	063625	05/02/25	PVS01 (UNIVAR USA INC.)		4,514.55	.00	4,514.55	Automatic Generated Check
	063626	05/02/25	SHR01 (STERICYCLE INC)		166.43	.00	166.43	Automatic Generated Check
	063627	05/02/25	SWI01 (SWITZER ENTERPRISES)		4,547.00	.00	4,547.00	Automatic Generated Check
	063628	05/02/25	TES03 (BIDDLE CONSULTING GROUP, INC		2,214.73	.00	2,214.73	Automatic Generated Check
	063629	05/02/25	THO09 (THOMAS LETTERMAN)		1,000.00	.00	1,000.00	Automatic Generated Check
	063630	05/02/25	VEC01 (VECTOR SOLUTIONS)		1,000.00	.00	1,000.00	Automatic Generated Check
	063631	05/02/25	WAV01 (WAVE BROADBAND)		29.51	.00	29.51	Automatic Generated Check
	063632	05/02/25	WIN01 (DAVIS ENTERPRISE INC.)		1,807.35	.00	1,807.35	Automatic Generated Check
	063633	05/02/25	WIN0A (CITY OF WINTERS-UTILITIES)		6,767.43	.00	6,767.43	Automatic Generated Check
	063634	05/02/25	YOL03 (YOLO-SOLANO AIR QUALITY)		1,254.00	.00	1,254.00	Automatic Generated Check
	063635	05/07/25	ABA02 (ASSOCIATION OF BAY AREA GOVE		526.19	.00	526.19	Automatic Generated Check
	063636	05/07/25	ALL02 (ALL ACTION AWARDS)		29.16	.00	29.16	Automatic Generated Check
	063637	05/07/25	BAY05 (STEVEN RESTIVO)		2,000.00	.00	2,000.00	Automatic Generated Check
	063638	05/07/25	CAT03 (CATHY MATHEWS)		2,995.85	.00	2,995.85	Automatic Generated Check
	063639	05/07/25	CIN03 (CINTAS CORPORATION #622)		213.91	.00	213.91	Automatic Generated Check
	063640	05/07/25	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	063641	05/07/25	COM12 (COMDATA)		7,416.37	.00	7,416.37	Automatic Generated Check
	063642	05/07/25	CON07 (WASHINGTON NATIONAL INS)		214.50	.00	214.50	Automatic Generated Check
	063643	05/07/25	CWE00 (CWEA TCP)		106.00	.00	106.00	Automatic Generated Check
	063644	05/07/25	DEV01 (DEVELOPMENT COMPLIRNCE SOLUT		45,862.50	.00	45,862.50	Automatic Generated Check
	063645	05/07/25	FAS02 (FasTrak INVOICE PROCESSING D		8.00	.00	8.00	Automatic Generated Check

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
05-25	063646	05/07/25	HOB01 (HOBLIT CHRYSLER DODGE INC.)		598.51	.00	598.51	Automatic Generated Check
	063647	05/07/25	INT09 (INTERSTATE SALES)		1,719.91	.00	1,719.91	Automatic Generated Check
	063648	05/07/25	MAZ01 (MAZZEI CHEVROLET)		249.99	.00	249.99	Automatic Generated Check
	063649	05/07/25	PGE00 (PACIFIC GAS & ELECTRIC CO)		47.60	.00	47.60	Automatic Generated Check
	063650	05/07/25	RIC08 (RICHARD CASAVECCHIA)		1,185.27	.00	1,185.27	Automatic Generated Check
	063651	05/07/25	SWI01 (SWITZER ENTERPRISES)		16,012.55	.00	16,012.55	Automatic Generated Check
	063652	05/07/25	THE19 (THE RANGE PISTOL CLUB INC.)		9,459.45	.00	9,459.45	Automatic Generated Check
	063653	05/07/25	WAV01 (WAVE BROADBAND)		157.86	.00	157.86	Automatic Generated Check
	063654	05/07/25	WIN01 (DAVIS ENTERPRISE INC.)		117.45	.00	117.45	Automatic Generated Check
	063655	05/07/25	YOL0M (YOLO COUNTY ELECTIONS)		12,122.39	.00	12,122.39	Automatic Generated Check
	063656	05/07/25	\S005 (SELBY, ELIZABETH		491.10	.00	491.10	Automatic Generated Check
	063657	05/16/25	AUS01 (VESTIS SERVICES,LLC)		336.33	.00	336.33	Automatic Generated Check
	063658	05/16/25	BAY03 (BAY ALARM COMPANY)		360.00	.00	360.00	Automatic Generated Check
	063659	05/16/25	CALWF (CAL-WEST FIRE ALARM SERVICES		63.00	.00	63.00	Automatic Generated Check
	063660	05/16/25	FAS03 (FAST & EASY WINTERS)		102.00	.00	102.00	Automatic Generated Check
	063661	05/16/25	GEC01 (TOSHIBA FINANCIAL SERVICES)		3,032.38	.00	3,032.38	Automatic Generated Check
	063662	05/16/25	LIF01 (LIFE-ASSIST, INC)		433.54	.00	433.54	Automatic Generated Check
	063663	05/16/25	MAZ01 (MAZZEI CHEVROLET)		245.00	.00	245.00	Automatic Generated Check
	063664	05/16/25	MEG01 (MEGHAN ENGLAND)		52.00	.00	52.00	Automatic Generated Check
	063665	05/16/25	NAT12 (NATIONAL AQUATIC SERVICES,IN		5,679.50	.00	5,679.50	Automatic Generated Check
	063666	05/16/25	PAC07 (PACIFIC ACE HARDWARE)		98.41	.00	98.41	Automatic Generated Check
	063667	05/16/25	PAY01 (PAYMENTUS GROUP INC.)		2,499.36	.00	2,499.36	Automatic Generated Check
	063668	05/16/25	PGE00 (PACIFIC GAS & ELECTRIC CO)		7,713.75	.00	7,713.75	Automatic Generated Check
	063669	05/16/25	PIS01 (PISANIS AUTO PARTS)		217.27	.00	217.27	Automatic Generated Check
	063670	05/16/25	PRE09 (PRECISION CONCRETE CUTTING)		19,000.00	.00	19,000.00	Automatic Generated Check
	063671	05/16/25	QUI01 (QUILL CORPORATION)		341.02	.00	341.02	Automatic Generated Check
	063672	05/16/25	SCI03 (SCI CONSULTING GROUP)		27,134.60	.00	27,134.60	Automatic Generated Check
	063673	05/16/25	SIE02 (ALHAMBRA SPRING WATER)		320.01	.00	320.01	Automatic Generated Check
	063674	05/16/25	SON01 (SONCO HEATING & A/C)		810.00	.00	810.00	Automatic Generated Check
	063675	05/16/25	STA22 (STATE WATER RESOURCES CONTRO		50.00	.00	50.00	Automatic Generated Check
	063676	05/16/25	THE02 (THE RADIO GUYS)		9,995.74	.00	9,995.74	Automatic Generated Check
	063677	05/16/25	TOS02 (TOSHIBA FINANCIAL SERVICES)		1,762.74	.00	1,762.74	Automatic Generated Check
	063678	05/16/25	VER02 (VERIZON WIRELESS)		2,947.14	.00	2,947.14	Automatic Generated Check
	063679	05/16/25	WAV01 (WAVE BROADBAND)		4,205.18	.00	4,205.18	Automatic Generated Check
	063680	05/16/25	WIN37 (WINTERS PARTICIPATION GALLER		600.00	.00	600.00	Automatic Generated Check
	063681	05/16/25	YOL0Q (Yolo County Visitors)		20,482.19	.00	20,482.19	Automatic Generated Check
	063682	05/16/25	YOL0W (YOLO COUNTY INNOVATION AND T		567.00	.00	567.00	Automatic Generated Check
	063683	05/22/25	AMA01 (AMAZON CAPITAL SERVICES)		127.66	.00	127.66	Automatic Generated Check
	063684	05/22/25	ATT02 (AT&T)		227.26	.00	227.26	Automatic Generated Check
	063685	05/22/25	BSK00 (BSK ASSOCIATES)		1,057.28	.00	1,057.28	Automatic Generated Check
	063686	05/22/25	CIN03 (CINTAS CORPORATION #622)		394.56	.00	394.56	Automatic Generated Check
	063687	05/22/25	COO05 (COOPER CONTROLS, INC)		1,892.04	.00	1,892.04	Automatic Generated Check
	063688	05/22/25	CRE07 (CREEKSIDE SIGNS)		3,415.84	.00	3,415.84	Automatic Generated Check
	063689	05/22/25	CUM03 (CUMMINS SALES AND SERVICE)		3,998.02	.00	3,998.02	Automatic Generated Check
	063690	05/22/25	DAS01 (DAS-DEVELOPMENT ADVISORY SER		8,750.00	.00	8,750.00	Automatic Generated Check
	063691	05/22/25	DAV12 (DAVIDS ENGINEERING,INC.)		14,082.88	.00	14,082.88	Automatic Generated Check
	063692	05/22/25	FLA00 (FLATLAND CONSTRUCTION)		30,000.00	.00	30,000.00	Automatic Generated Check
	063693	05/22/25	HOL05 (HOLT AG SOLUTIONS)		226.81	.00	226.81	Automatic Generated Check
	063694	05/22/25	HOL06 (HOLT OF CALIFORNIA)		2,193.37	.00	2,193.37	Automatic Generated Check
	063695	05/22/25	JOA01 (JOAN KERLINGER)		1,186.97	.00	1,186.97	Automatic Generated Check
	063696	05/22/25	MET03 (METRON FARNIER, LLC)		110.00	.00	110.00	Automatic Generated Check

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
05-25	063697	05/22/25	NIT02 (LAKEVIEW CONSULTING LLC)		18,440.00	.00	18,440.00	Automatic Generated Check
	063698	05/22/25	PGE00 (PACIFIC GAS & ELECTRIC CO)		2,618.66	.00	2,618.66	Automatic Generated Check
	063699	05/22/25	PRO07 (PROFESSIONAL POOLS)		1,500.00	.00	1,500.00	Automatic Generated Check
	063700	05/22/25	RAN02 (RANEY PLANNING & MANAGEMENT,		3,320.00	.00	3,320.00	Automatic Generated Check
	063701	05/22/25	RAW01 (RAWLES ENGINEERING INC.)		1,200.00	.00	1,200.00	Automatic Generated Check
	063702	05/22/25	RYA01 (RYAN PROCESS, INC)		6,154.29	.00	6,154.29	Automatic Generated Check
	063703	05/22/25	STE02 (STERLING MAY CO)		194.38	.00	194.38	Automatic Generated Check
	063704	05/22/25	TEL01 (TELSTAR INSTRUMENTS)		4,647.50	.00	4,647.50	Automatic Generated Check
	063705	05/22/25	VIS01 (VISION SERVICE PLAN (CA))		324.73	.00	324.73	Automatic Generated Check
	063706	05/22/25	WAV01 (WAVE BROADBAND)		146.39	.00	146.39	Automatic Generated Check
	063707	05/22/25	WIN01 (DAVIS ENTERPRISE INC.)		161.25	.00	161.25	Automatic Generated Check
	063708	05/22/25	WIN0V (WINTERS TOW)		225.00	.00	225.00	Automatic Generated Check
	063709	05/22/25	WOO05 (WOOD RODGERS)		10,847.75	.00	10,847.75	Automatic Generated Check
	063710	05/29/25	AFL01 (AFLAC)		1,714.38	.00	1,714.38	Automatic Generated Check
	063711	05/29/25	AIR01 (AIRGAS-N.CALIF & NEVADA)		288.39	.00	288.39	Automatic Generated Check
	063712	05/29/25	AME13 (AMERICAN EXPRESS)		4,019.26	.00	4,019.26	Automatic Generated Check
	063713	05/29/25	AMP01 (AMPLE ELECTRIC INC)		852.00	.00	852.00	Automatic Generated Check
	063714	05/29/25	BAY05 (STEVEN RESTIVO)		2,000.00	.00	2,000.00	Automatic Generated Check
	063715	05/29/25	BBK01 (BEST BEST & KRIEGER LLP.)		1,802.52	.00	1,802.52	Automatic Generated Check
	063716	05/29/25	BSK00 (BSK ASSOCIATES)		501.76	.00	501.76	Automatic Generated Check
	063717	05/29/25	BSP01 (BSP SECURITY)		1,115.00	.00	1,115.00	Automatic Generated Check
	063718	05/29/25	CIN03 (CINTAS CORPORATION #622)		407.54	.00	407.54	Automatic Generated Check
	063719	05/29/25	COD04 (CODE PUBLISHING,CO.)		1,010.00	.00	1,010.00	Automatic Generated Check
	063720	05/29/25	COR01 (CORBIN WILLITS SYSTEMS)		1,200.48	.00	1,200.48	Automatic Generated Check
	063721	05/29/25	DIX03 (DIXON LANDSCAPE MATERIALS IN		709.75	.00	709.75	Automatic Generated Check
	063722	05/29/25	EXP01 (EXPRESS SERVICES, INC.)		4,195.20	.00	4,195.20	Automatic Generated Check
	063723	05/29/25	GOL05 (GOLDEN STATE EMERGENCY VEHIC		1,017.22	.00	1,017.22	Automatic Generated Check
	063724	05/29/25	HOR00 (HORIZON)		731.24	.00	731.24	Automatic Generated Check
	063725	05/29/25	INT03 (INTERSTATE OIL COMPANY)		1,282.84	.00	1,282.84	Automatic Generated Check
	063726	05/29/25	LEG01 (LEGALSHIELD)		249.40	.00	249.40	Automatic Generated Check
	063727	05/29/25	LOR02 (JESSE LOREN)		1,299.98	.00	1,299.98	Automatic Generated Check
	063728	05/29/25	MUT01 (MUTUAL OF OMAHA)		4,667.55	.00	4,667.55	Automatic Generated Check
	063729	05/29/25	NEI03 (SACRAMENTO NEIGHBORHOOD HOUS		500.00	.00	500.00	Automatic Generated Check
	063730	05/29/25	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	063731	05/29/25	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	063732	05/29/25	VOID (Voided Check)		.00	.00	.00	Automatic Generated Check
	063733	05/29/25	PAC07 (PACIFIC ACE HARDWARE)		2,210.58	.00	2,210.58	Automatic Generated Check
	063734	05/29/25	PGE00 (PACIFIC GAS & ELECTRIC CO)		40,918.58	.00	40,918.58	Automatic Generated Check
	063735	05/29/25	PIS01 (PISANIS AUTO PARTS)		234.35	.00	234.35	Automatic Generated Check
	063736	05/29/25	PIS02 (PISANI'S SERVICE)		1,341.40	.00	1,341.40	Automatic Generated Check
	063737	05/29/25	PSO01 (PSOMAS)		4,428.75	.00	4,428.75	Automatic Generated Check
	063738	05/29/25	QUI01 (QUILL CORPORATION)		177.05	.00	177.05	Automatic Generated Check
	063739	05/29/25	SWI01 (SWITZER ENTERPRISES)		6,745.73	.00	6,745.73	Automatic Generated Check
	063740	05/29/25	WAL04 (UNIVERSAL ENGINEERING SCIENC		2,040.25	.00	2,040.25	Automatic Generated Check
	063741	05/29/25	WIN01 (DAVIS ENTERPRISE INC.)		380.50	.00	380.50	Automatic Generated Check
	EFT5-6	05/05/25	PER01 (PERS)		31,272.96	.00	31,272.96	PERS PPE 04/13/25 ALLOCAT
	EFT5-7	05/07/25	PER01 (PERS)		30,584.19	.00	30,584.19	PERS PPE 04/27/25 ALLOCAT
	EFT5-8	05/21/25	PER01 (PERS)		32,032.67	.00	32,032.67	PERS PPE 05/11/25 ALLOCAT
	EFT5-9	05/21/25	PER01 (PERS)		47,661.89	.00	47,661.89	PERS HEALT COVERAGE FOR J
			Total for Bank Account 10100 ----->		734,525.84	.00	734,525.84	
			Grand Total of all Bank Accounts ----->		734,525.84	.00	734,525.84	

Payroll Totals

Payroll Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount		
	Reg	215	3,675.57	354,764.08	358,439.65		
	Totals	**215**	**3,675.57**	**354,764.08**	**358,439.65**	è	**358,439.65**

Third Party Checks	Check Type	Count	Net Check	Dir Dep Amount	Net Amount		
	Agency	21	19,458.36	6,725.00	26,183.36		
	Totals	**21**	**19,458.36**	**6,725.00**	**26,183.36**	è	**26,183.36**
	Total Net Payroll Liability		**23,133.93**	**361,489.08**	**384,623.01**	è	**384,623.01**

Tax Liabilities

CA and Related Taxes	Tax Id	Rate	Frequency	Wages	Cap Wages	EE Amount	ER Amount		
California SITW	698-1462-2		Fed Semi-Weekly	477,968.29	477,968.29	20,196.26			
CA SDI - Employee				230,969.88	230,969.88				
Totals						**20,196.26**		è	**20,196.26**

CASUI and Related Taxes	Tax Id	Rate	Frequency	Wages	Cap Wages	EE Amount	ER Amount		
CA Edu & Training		0.001000		541,760.94	25,293.79		25.29		
California SUI	698-1462-2	0.029000	Quarterly	541,760.94	25,293.79		733.52		
Totals							**758.81**	è	**758.81**

FITW and Related Taxes	Tax Id	Rate	Frequency	Wages	Cap Wages	EE Amount	ER Amount		
Federal Income Tax	94-6000457		Semi-Weekly	477,968.29	477,968.29	51,393.82			
Medicare				541,760.94	541,760.94	7,855.56			
Medicare - Additional				541,760.94	541,760.94				
Medicare - Employer				541,760.94	541,760.94		7,855.54		
OASDI				541,760.94	541,760.94	33,589.11			
OASDI - Employer				541,760.94	541,760.94		33,589.17		
Totals						**92,838.49**	**41,444.71**	è	**134,283.20**

FUTA and Related Taxes	Tax Id	Rate	Frequency	Wages	Cap Wages	EE Amount	ER Amount		
Fed Unemployment	94-6000457		Quarterly	230,969.88	24,468.79				
Totals								è	**0.00**

Total Tax Liability	**113,034.75**	**42,203.52**	è	**155,238.27**
Total Payroll Liability		**539,861.28**	è	**539,861.28**

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE:August 5, 2025

THROUGH: Jeremy Craig, City Manager

FROM: John P. Miller, Chief of Police

SUBJECT: Resolution 2025-47 Approving Contract with Flock Group, Inc. for $47,600 for Automatic License Plate Reader Technology for Use by the Winters Police Department

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RECOMMENDATION:
Adopt Resolution 2025-47 approving contract with Flock Group, Inc. for $47,600 for Automatic License Plate Reader Technology for use by the Winters Police Department.

BACKGROUND:
Automatic License Plate Readers ("ALPR's") have proven themselves to be one of the most effective law enforcement technologies available. Local law enforcement is automatically alerted when stolen vehicles, wanted vehicles, and vehicles associated with state-wide alerts such as AMBER Alert, Blue Alert, Silver Alert, Feather Alert, Yellow Alert, and Endangered Missing Advisory enter their jurisdiction, facilitating a rapid response. Additionally, many crimes are solved using the license plate data collected by the ALPR's cross-referenced to the time period of the crime.

Recognizing this, in May 2020, the Winters City Council authorized the purchase of a mobile ALPR to be mounted on the Winters Police Department's RADAR trailer. At the time, it was not permitted to place ALPR on CalTrans infrastructure and there were insurmountable hurdles to place stationary ALPR's on CalTrans right of way.

The Winters Police Department developed and adopted a model policy to be in full

compliance with the conditions set forth in Civil Code Civil Code §§ 1798.29 et seq., 1798.82 et seq., 1798.90.5 et seq. (SB 34) as well as the "California Values Act" (SB 54) and engaged several vendors. Ultimately, Vigilant, a subsidiary of Motorola, was chosen due to its predominance in the Sacramento region. Unfortunately, the Winters Police Department has had ongoing technical issues with Vigilant's now-outdated hardware and software.

DISCUSSION:

ALPR technology has continued to rapidly develop as ALPR has proved its value and become more prevalent. As such, more effective technologies and user-friendly software have been developed and implemented. In short order, a new ALPR company called Flock Group, Inc. ("Flock") has taken predominance in the ALPR market due to its focus strictly on ALPR. Further, CalTrans has since adopted more lenient policies and permitting processes to allow ALPR to be placed on its infrastructure and right-of-way, which Flock facilitates and helps expedite. Flock is now recognized as a sole source provider for ALPR in this region.

The Winters Police Department is seeking to enter into a two-year contract with Flock to provide ALPR hardware and software. This includes installation of fixed ALPR at the four entry/exit points to the city and the associated permitting process with CalTrans. The equipment is essentially leased and will be updated by Flock as the technology improves or it will be removed by Flock if the City of Winters chooses not to renew after the initial two-year contract period.

FISCAL IMPACT:

The annual cost is $23,800, totaling $47,600.00 over the two-year contract.

ATTACHMENT(S):

1. Resolution 2025-47
2. Flock Group, Inc. Quote
3. Flock Group, Inc. Single Source Letter

RESOLUTION NO. 2025-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING CONTRACT WITH FLOCK GROUP, INC. FOR $47,600 FOR AUTOMATIC LICENSE PLATE READER TECHNOLOGY FOR USE BY THE WINTERS POLICE DEPARTMENT

WHEREAS, Automatic License Plate Readers ("ALPR's") have proven themselves to be one of the most effective law enforcement technologies available; and

WHEREAS, the Winters Police Department developed and adopted a model policy to be in full compliance with the conditions set forth in Civil Code Civil Code §§ 1798.29 et seq., 1798.82 et seq., 1798.90.5 et seq. (SB 34) as well as the "California Values Act" (SB 54); and

WHEREAS, in May 2020, the Winters City Council authorized the purchase of a mobile ALPR to be mounted on the Winters Police Department's RADAR trailer and the technology is now outdated; and

WHEREAS, Flock Group, Inc. has taken predominance in the ALPR market due to its focus strictly on ALPR and is now recognized as a sole source provider for proprietary ALPR in this region; and

WHEREAS, the Winters Police Department is seeking to enter into a two-year contract with Flock Group, Inc. to provide ALPR hardware and software including installation of fixed ALPR at the four entry/exit points to the city; and

WHEREAS, the annual cost of this service is $23,800, totaling $47,600.00 over the two-year contract; and

NOW, THEREFORE, the City Council of the City of Winters does hereby resolve as follows:

SECTION 1. The City Council hereby finds that all of the foregoing recitals are true and correct and are hereby incorporated and adopted as findings of the City Council as if fully set forth herein.

SECTION 2. The City Council hereby approves and authorizes the City Manager to execute the agreement with Flock Group, Inc. for ALPR technology for use by the Winters Police Department for a two-year period totaling $47,600.00.

SECTION 3. The City Council finds that this Resolution is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Winters at its meeting held on August 5, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF WINTERS:

_____
Albert Vallecillo, Mayor

ATTEST:

_____
Jeremy Craig, City Clerk

Flock Safety + CA - Winters PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Zach Walker
zach.walker@flocksafety.com
+14085294335

flock safety

flock safety

EXHIBIT A
ORDER FORM

Customer:	CA - Winters PD	Initial Term:	24 Months
Legal Entity Name:	CA - Winters PD	Renewal Term:	24 Months
Accounts Payable Email:		Payment Terms:	Net 30
Address:	702 Main St Winters, California 95694	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$23,800.00**
Flock Safety Platform			
Flock Safety Platform - Essentials	Included	1	Included
Flock Safety Bundles			
Dual Solar LPR - Standard Bundle, fka Falcon	Included	3	Included
Solar LPR Combo Bundle	Included	1	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	1	Included
Solar LPR, fka Solar Falcon	Included	6	Included
Solar Long-Range LPR, fka Solar Falcon LR	Included	1	Included
Solar LPR, fka Solar Falcon	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$0.00	1	$0.00
Professional Services - Solar Bundle Implementation Fee	$0.00	3	$0.00
Professional Services - Solar Bundle Implementation Fee	$0.00	1	$0.00

Subtotal Year 1:	$23,800.00
Annual Recurring Subtotal:	$23,800.00
Discounts:	$4,250.00
Estimated Tax:	$0.00
Contract Total:	$47,600.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$23,800.00
Annual Recurring after Year 1	$23,800.00
Contract Total	$47,600.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$0.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$4,250.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Dual Solar LPR - Standard Bundle, fka Falcon	Two solar-powered fixed standard-range LPR cameras on the same pole
Solar LPR Combo Bundle	One solar-powered fixed long-range camera and one solar-powered, standard-range LPR camera on the same pole
Solar LPR, fka Solar Falcon	Standard range license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE
Professional Services - Solar Bundle Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Solar Long-Range LPR, fka Solar Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only
Solar LPR, fka Solar Falcon	Standard range license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE
Professional Services - Solar Bundle Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at https://www.flocksafety.com/terms-and-conditions**.**

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: CA - Winters PD**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

flock safety

2025 Sole Source Letter for Flock Safety® Public Safety Solutions

April 09, 2025

CA - Winters PD
702 Main St
Winters , CA, 95694

Dear John Miller,

This letter serves to confirm that Flock Group Inc. d/b/a Flock Safety is the sole provider of our proprietary public safety technology solution specifically designed for use by law enforcement, communities, and private entities to increase safety and reduce crime. Flock Safety's unique system integrates hardware and cloud-based software to enable real-time data processing and secure data sharing capabilities that are unavailable through other providers.

As the sole developer and provider of this proprietary technology, Flock Safety retains exclusive rights to manufacture, license, and support the products and software we offer. Our solutions include cutting-edge features such as machine learning analytics, CJIS-compliant data storage, and a centralized system that facilitates collaboration across multiple jurisdictions, supporting a more robust and efficient public safety network. Specifically, Flock Safety provides the ability to access additional cameras from Flock customers, including: Woodland PD, Yolo County SO, Solano County SO, West Sacramento PD, Sacramento Co SO, Williams PD, Elk Grove PD, Rancho Cordova PD, and Citrus Heights, at no additional cost.

No other vendor offers the specific combination of hardware and cloud-based features, CJIS-compliant data handling, or the national network capabilities that Flock Safety provides. For these reasons, Flock Safety is the only source available for these services.

Thank you,



Garrett Langley CEO, Flock Safety®

Flock Safety® LPR Cameras

Flock Safety® is the sole manufacturer, developer, and distributor of Flock Safety® LPR Camera, Flock Safety® Long-Range LPR, Flock Safety® Short-Range LPR, Flock Safety® Flex LPR Camera, Flock Safety® LPR Camera for Neighborhoods, and Flock Safety® LPR Video Integration.

Flock Safety® LPR Camera

- Fixed, infrastructure-free license plate recognition ("LPR") cameras suitable for capturing two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
- Includes Flock Safety® solar LPR camera option (next-gen platform standard range), which may cover up to three (3) lanes of traffic simultaneously

Flock Safety® Long-Range LPR

- Fixed, infrastructure-free long-range ("LR") LPR, suitable for capturing three (3+) lanes of traffic simultaneously with a single camera from a vertical mass
- Includes Flock Safety® solar LR LPR option (next-gen platform LR)

Flock Safety® Short-Range LPR

- Fixed, infrastructure-free short-range ("SR") LPR with solar power capability, suitable for wide angle capture (i.e., parking lots or garages)

Flock Safety® Flex LPR Camera

- Location-flexible, infrastructure-free self-installation LPR camera with solar power option
- Ties seamlessly into the Flock Safety® ecosystem with a small and lightweight camera
- Ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

Flock Safety® LPR Camera for Neighborhoods

- Infrastructure- and maintenance-free LPR for 24/7 neighborhood security

Flock Safety® LPR Video Integration

- Integrates third-party LPR and video cameras into FlockOS® utilizing existing camera infrastructures

The Flock Safety® LPR cameras listed above are the only Law Enforcement Grade LPR cameras to offer the following combination of proprietary features:

- **Vehicle Fingerprint Technology®**
  - Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
  - Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
  - Ability to "Save Search" based on description of vehicles using Flock's patented Vehicle Fingerprint Technology® without the need for a license plate, and set

up alerts based on vehicle description
    - Only LPR provider with “Visual Search,” which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo

- **Integrated Cloud-Software & Hardware Platform**
    - Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
    - Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 65W or less
    - Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
    - Utilizes motion trigger to start and stop recording without the need for a reflective plate
    - Motion detection allows for unique vehicle cases such as bicycle capture, ATV, motorcycle, etc.
    - On device machine processing to limit LTE bandwidth consumption
    - All images and metadata is encrypted throughout its entire lifecycle from on-device to storage in Flock’s US-based CJIS-compliant cloud
    - Covert industrial design for minimizing visual pollution

- **Transparency & Ethical Product Design**
    - One-of-a-kind “Transparency Portal,” a public-facing dashboard that details the customer’s policies, as well as automatically updates metrics from the Flock Safety® system
    - Built-in integration with National Center for Missing & Exploited Children (“NCMEC”) to receive AMBER Alerts to find missing children
    - Privacy controls to enable certain vehicles to “opt-out” of being captured

- **Integrated Gunshot Detection**
    - Ability to pair with Flock Safety® gunshot detection device, which has natively integrated gunshot detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)

- **Live Video Integration**
    - Ability to apply computer vision to third-party cameras using the Flock Safety® LPR video integration, transforming them into evidence capture devices using the same Vehicle Fingerprint® technology offered on the Flock Safety® LPR cameras
    - Flock Safety® video integration livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
    - Manage various government intelligence including LPR, livestream cameras, computer-aided dispatch (“CAD”), automatic vehicle location (“AVL”) on Flock Safety® video integration suite

- **Situational Awareness**
  - FlockOS® is the world's first and only public safety operating system compatible with Flock Safety® LPR video cameras, including live streaming fixed and pan-tilt-zoom ("PTZ") video cameras, and the Flock Safety® gunshot detection device, while seamlessly integrating first and third-party data across video, LPR, and audio to deliver real-time intelligence and retroactive crime solving in a single-pane real-time crime center
  - Ability to enhance situational awareness capacity by layering all intelligence streams onto the FlockOS® ESRI-based map
  - FlockOS® features Flock Safety® unique Real-Time Routing feature that analyzes various data sources to determine where a suspect vehicle has been and its direction of travel, providing users with possible outcomes based on a confidence threshold

- **Warranty & Service**
  - Lifetime maintenance and support included in subscription price
  - Flock Safety® is the only fully integrated LPR one-stop solution from production of the devices to delivery and installation
  - Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

- **Partnerships**
  - Flock Safety® is the only LPR provider to officially partner with Prepared911 to distribute 911 call audio and transcripts to law enforcement agencies
  - Through FlockOS®, Flock Safety® is the only LPR provider to officially partner with FirstTwo to enable clicking anywhere on a display map to display the relevant information from FirstTwo
  - Access to additional cameras purchased by Flock's HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: August 5, 2025

FROM: Jeremy Craig, City Manager

SUBJECT: Designation of a Voting Delegate and Alternates for the League of California Cities Annual Conference

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RECOMMENDATION:
Designate Mayor Vallecillo as the voting delegate to the League of California Cities Conference to be held in Long Beach, California, from October 8th to October 10th, 2025. Further designate Councilmembers Scianna and Casavecchia as alternates.

BACKGROUND:
An Annual Business Meeting is held as part of the League of California Cities Annual Conference each year to consider and act on resolutions that establish League policy.

The League's bylaws require that the Council take action to designate the voting delegate and up to two voting delegate alternates. It is also necessary that the voting delegate be registered to attend the conference. Voting delegate alternates, if any, must also be registered if they plan to participate in the conference.

Mayor Vallecillo is registered to attend the conference and is willing to serve as the city's delegate. Likewise, Councilmembers Scianna and Casavecchia are attending the conference and can be designated as alternates.

FISCAL IMPACT:
None.

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members

DATE : August 5, 2025

FROM : Jeremy Craig, City Manager

SUBJECT: Letter Agreement for a One-Year Extension of Joint Use Agreement with Winters Parent Nursery School

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RECOMMENDATION:
Staff recommends that the City Council approve a letter agreement for a one-year extension of the above-referenced Joint Use Agreement.

BACKGROUND :
The Winters Parent Nursery School (WPNS) utilizes City-owned property located on 208 Fourth Street, at the corner of Main and Fourth Streets, to provide childcare services, including playground activities. The joint use agreement adopted in 2020 had a five-year term with automatic one-year renewals if agreed to by both parties. The agreement has been mutually beneficial, and the preschool helps meet a City Council goal of supporting childcare options for residents.

FISCAL IMPACT:
The City will receive a rent of One Dollar for the one-year extension. WPNS will provide care and upkeep of the facility.

ATTACHMENTS:
1. Joint Use Agreement
2. Letter Agreement Regarding One-Year Extension

JOINT USE AGREEMENT
BETWEEN THE WINTERS PARENT NURSERY SCHOOL
AND THE CITY OF WINTERS

THIS JOINT USE AGREEMENT, made and entered into this 19th day of May, 20 20, by and between the CITY OF WINTERS, hereinafter referred to as "City", and WINTERS PARENT NURSERY SCHOOL, a non-profit organization, hereinafter referred to as "WPNS" or "TENANT."

RECITALS

WHEREAS, the CITY is the owner of the real property, located at the southwest corner of the intersection of Main and Fourth Streets, Assessor's Parcel Number 03-175-04, and commonly known as 208 Fourth Street, Winters, Yolo County, California; and

WHEREAS, CITY and WPNS entered into a lease dated October 5, 1993 for a portion of APN 03-175-04; and

WHEREAS, the CITY and WPNS desire to renew a Joint Use Agreement for a portion of the leased premises for nursery school and playground use, commencing on the date above. An option to renew the Agreement, upon mutual consent of both parties, will be reviewed annually following the initial five-year period.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

1. JOINT USE PREMISES. Parties hereby agree that the premises are in an area along the southerly side of the CITY'S ownership. The Site Plan attached hereto, as Exhibit "A" depicts the CITY'S ownership, leased premises, and water tower site that is not leased to WPNS, or the area of joint use that is subject of this Agreement. The CITY plans to remove the water tank at some time in the future. When that occurs it may be necessary to place cranes, etc. on the leased and joint use premises. WPNS recognizes and accepts this potential, temporary encroachment.

2. JOINT USE. Parties hereby agree that preschool playground activities will be the only activities conducted on premises.

3. TERM. The term of the Joint Use Agreement shall be for a period of five (5) years commencing on the date first written above and will automatically renew each year thereafter if agreed to by both parties.

4. RENT. WPNS agrees to pay rent of ONE DOLLAR ($1.00) per year for the premises, payable to the CITY, in advance of the commencement date of the agreement. Additional compensation is acknowledged from placement of playground equipment and

improvements previously provided by California Human Development Corporation Head Start.

5. USE. Said premises shall be used by WPNS solely for the purpose of non-profit pre-school childcare. Tenants, at their sole cost and expense, will comply with all applicable zoning, municipal, county, and state laws, ordinances and regulations governing and regulating the use of the premises. Tenants shall not commit or suffer to be committed any waste in or upon the leased premises.

6. MAINTENANCE. Tenants agree to keep the joint use premises and buildings thereon free from rubbish and in a neat and safe condition, satisfactory to the CITY. CITY shall have the right to enter the premises at reasonable times to inspect the same. Routine maintenance of the building and structures on the joint use premises are the responsibility of WPNS as provided in Exhibit B, Maintenance, where is hereby incorporated by reference as if fully set out herein.

7. TAXES. WPNS agrees to pay, before they become delinquent, all taxes and assessments against the premises, or which might become a lien thereon. Currently there is no tax since the property is in public ownership.

8. LIENS. WPNS shall not create any lien or encumbrances of any part of character against or upon the premises or any part thereof during the term itself.

9. SUBLEASE. This Joint Use Agreement is not a lease. Therefore, no right is created to have an opportunity to sublease. This Joint Use Agreement may not be assigned. The rights provided by this Agreement are not transferable.

10. UTILITIES. Tenants agree to pay for all utilities they may elect to use at the premises.

11. INSURANCE. This Agreement is made on the express condition that CITY is to be free from all liability or loss by reason of death or injury any person or the injury of property from whatever cause, while in or on the premises or in any way connected with the premises or with the improvements or personal property therein or thereon, including any liability for injury to or death of any person, including WPNS employees, agents, and invitees. WPNS agrees to obtain and keep in effect for the term of this Agreement commercial liability insurance in the amount of one million dollars ($1,000,000) and property damage insurance of $300,000/$500,000. The CITY shall be named as additional insured's as on the commercial general liability policy and named as a loss payee on the property damage policy. WPNS is carrying insurance pursuant to that certain lease with the CITY dated October 5, 1993.

12. INDEMNIFICATION. CITY and WPNS shall indemnify and hold harmless the other Party, their officers, agents, volunteers, contractors and employees from any liability, loss, cost, or obligation arising out of the indemnifying Party's obligation under this Agreement.

13. ABANDONMENT. If WPNS abandons said premises during the term hereof, any personal property belonging to WPNS and left on the premises shall be deemed abandoned, at the option of the CITY. Summer vacations and holidays do not constitute abandonment. This provision does not apply in the event this Agreement is terminated as provided herein.

14. TERMINATION. The Agreement may be terminated prior to the expiration of one (1) year or under thirty (30) days written notice from one party to the other. Any default in the performance of this Agreement must be cured prior to giving notice of termination.

15. ENFORCEMENT. In the event any action is necessary to enforce the provisions of this Agreement, the unsuccessful litigant in any action agrees to pay the successful and prevailing litigant reasonable attorney's fees and court costs.

16. TIME OF THE ESSENCE. Time shall be deemed of the essence of this Agreement and of all covenants, terms and conditions hereof.

17. TIME OF USAGE. WPNS may from time to time establish daily hours for exclusive usage of premises.

18. CONTACT INFORMATION. Parties to this Agreement may contact other parties at the following addresses and phone numbers:

City of Winters
318 First Street
Winters, CA 95694
Phone: 530-795-4910

Winters Parent Nursery School
208 Fourth Street
Winters, CA 95694
Phone: 530-795-4659

EXECUTED as of day first above-stated.

City of Winters

By: _____
Wade Cowan, MAYOR

By: _____
Ethan Walsh, CITY ATTORNEY

Winters Parent Nursery School

By: _____
Crystal Apilado, PRESIDENT

By: _____
Ciara Hapworth-Eldridge, DIRECTOR

ATTEST:

_____
Tracy S. Jensen, City Clerk

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City of Winters

By: _____
Wade Cowan, MAYOR

By: _____
Ethan Walsh, CITY ATTORNEY

ATTEST:

_____
Tracy S. Jensen, City Clerk

Winters Parent Nursery School

By: Crystal Apilado
Crystal Apilado, PRESIDENT

By: Ciara N. Eldridge
Ciara Hapworth-Eldridge, DIRECTOR

EXHIBIT A

Google Maps



Image capture: Mar 2019 © 2019 Google

Winters, California

Google Maps



Imagery ©2019 Google, Imagery ©2019 Maxar Technologies, U.S. Geological Survey, Map data ©2019 50 ft

EXHIBIT B

MAINTENANCE

Maintenance to include: Entire fenced area on the south side of the building, as well as Fourth Street side-adjacent to building approach to fence line and midway point of ally to fence line.

1. YARD WORK

   Mowing and edging gross area

   Weed control in all areas

   Raking of leaves and other debris

   Trimming trees and removing roots at base

   Watering and feeding the lawn, plants and trees

   Cleaning of debris in sand areas as well as inside playhouses

2. GROUND FILL

   Replacement of sand in sandbox, monkey bar and tractor areas

   Replacement of shredded bark under climbing structure and tunnel areas

3. EQUIPMENT

   Sanding, sealing or painting of wood structures, ie: sandbox, monkey bars, playhouse, table & benches, and church bench

   Repair and maintenance of irrigation system and water fountain

   Repair and maintenance of fencing

   Repair and maintenance of playground structures

4. IMPROVEMENTS

   Identify improvements needs to benefit entire playground

August 5, 2025

Ms. Gwen Adams, Director
Winters Parent Nursery School
208 Fourth Street
Winters, CA 95694

Letter Agreement Regarding One Year Extension of Joint Use Agreement

Dear Ms. Adams:

This letter ("Letter Agreement") shall commemorate the agreement between the City of Winters ("City") and Winters Parent Nursery School ("WPNS") that both parties exercise their right under Section 3 of the Joint Use Agreement ("Agreement") between the Winters Parent Nursery School and the City of Winters dated May 19, 2020 to renew the term of the Agreement by one year through May 18, 2026.

This Letter Agreement represents the entire understanding of the parties as to those matters contained herein, and supersedes any prior oral or written understanding or representations with respect to matters covered in this Letter Agreement. This Letter Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Letter Agreement, the action shall be brought in a state or federal court situated in Yolo County, State of California.

The City and WPNS both warrant that the individual who has signed this Letter Agreement has the legal power, right and authority to make this Letter Agreement and bind the parties hereto. Please affirm your agreement to the terms set forth herein by signing where indicated below. This Letter Agreement is executed as of the date first written above.

CITY OF WINTERS

Approved By:

_____
Albert Vallecillo
Mayor

ATTEST:

_____
Jeremy Craig, City Manager

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

WINTERS PARENT NURSERY SCHOOL

Approved By:

_____
[Name], President

_____
Gwen Adams, Director

Minutes of the Regular Council Meeting Held on July 15, 2025

Mayor Albert Vallecillo called the meeting to order at 6:30 PM

Present: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Bill Biasi, Mayor Albert Vallecillo

Absent: None

Staff: City Manager Jeremy Craig, Assistant City Attorney Joanna Gin, Public Works Director of Operations & Maintenance Eric Lucero, Director of Administrative Services Cathy Matthews, Senior Planner Kelly Mumper, Chief of Police John Miller, Fire Chief Jack Snyder, Deputy City Clerk Zorina Treat

PLEDGE OF ALLEGIANCE

Lucrecia Sandoval led the Pledge of Allegiance.

APPROVAL OF THE AGENDA

Council Member Richard Casavecchia requested to pull Item 6.A., relating to the adoption of Ordinance No 2025-01 amending the Chapter 5.36 of the Winters Municipal Code relating to food vendors, from the consent calendar and move it to discussion. Motion by Council Member Loren, seconded by Council Member Scianna to approve the agenda with the aforementioned change. Motion carried with the following vote:

AYES: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Bill Biasi, Mayor Albert Vallecillo
NOES: None
ABSENT: None

COUNCIL/STAFF COMMENTS

Verbal updates were provided by Council Members.

PUBLIC COMMENTS

Lucrecia Sandoval, Corinne Martinez, William Sanderson provided public comment.

It was noted for the record that letters were received from Lucrecia Sandoval, Kate Laddish, Ken Britten, Amy Gilreath, and Paul Keyser relating to fireworks.

CONSENT CALENDAR

6.A. Adoption of Ordinance No. 2025-01 amending the Chapter 5.36 of the Winters Municipal Code relating to Food Vendors.

6.B. Resolution No. 2025-45 Approving a truck purchase for the Public Works Department in an amount not to exceed $78,000

6.C. Resolution No. 2025-43 Approving a License Agreement with Ample Electric, Inc for Access to City Property for Storage

6.D. Resolution 2025-44 Updating Job Descriptions/Classifications for Maintenance Manager, Maintenance Worker I-II-III, Development Services Technician I-II, and Public Works Administrative Assistant, and adopting a job description/classification for Housing Analyst

6.E. Minutes of the Regular City Council Meeting Held on July 1, 2025

Motion by Council Member Loren, seconded by Council Member Scianna, to approve the Consent Calendar Items 6.B-6.E as presented. Motion carried with the following vote:

AYES: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Bill Biasi, Mayor Albert Vallecillo
NOES: None
ABSENT: None

PRESENTATIONS
None

DISCUSSION ITEMS

8.A. Public Hearing to Place Delinquent Water and Sewer Charges on the Fiscal Year 2025-2026 Property Tax Roll

City Manager Jeremy Craig introduced the item, stating it is an annual procedure to recover unpaid utility charges by placing liens on properties with delinquent accounts. He noted there is a deadline for inclusion on the tax roll in August.

Public hearing was opened at 6:51 PM and closed at 6:52 p.m.; there was no public comment.

Motion by Mayor Pro Tem Biasi, seconded by Council Member Scianna, to adopt Resolution 2025-41 Adopting the Report Proposing to Have Delinquent Water and Sewer Charges Collected on the Property Tax Roll for Fiscal Year 2025-26 and Directing the City Clerk to File Said Report with the Yolo County Auditor-Controller to Place Said Charges on the Tax Roll. Motion carried with the following vote:

AYES: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Bill Biasi, Mayor Albert Vallecillo
NOES: None
ABSENT: None

8.B. Public Hearing to Place Delinquent Solid Waste Charges on the Fiscal Year 2025-26 Property Tax Roll

The item was introduced.

Public hearing was opened and closed at 6:53 PM; there was no public comment.

Motion by Council Member Loren, seconded by Mayor Pro Tem Biasi, to adopt Resolution 2025-42 Adopting a Report of Delinquent Solid Waste Charges Billed During Fiscal Year 2024-25 and Directing the City Clerk to File Said Report with the Yolo County Auditor-Controller to Place Such Charges on the Yolo County Tax Roll. Motion carried with the following vote:

AYES: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Bill Biasi, Mayor Albert Vallecillo
NOES: None
ABSENT: None

8.C. Discussion of Planning Commission Reappointments of Lisa Baker and Judith Arce, and the process for filling one vacant position.

Two commissioners, Lisa Baker (Chair) and Judith Arce (Vice Chair), are seeking reappointment. There is one vacancy remaining, as the incumbent, Jessica Smith, has chosen not to reapply. The Planning Commission vacancy has been advertised in the newspaper to actively recruit for this open position.

Motion by Council Member Loren, seconded by Council Member Richard Casavecchia, to reappoint Chair Baker and Vice Chair Arce to the next four-year terms on the Planning Commission. Motion carried with the following vote:

AYES: Council Members Richard Casavecchia, Jesse Loren, Carol Scianna, Mayor Pro Tem Bill Biasi, Mayor Albert Vallecillo
NOES: None
ABSENT: None

6.A. Adoption of Ordinance No. 2025-01 amending the Chapter 5.36 of the Winters Municipal Code relating to Food Vendors.

Item 6.A. was pulled from the consent calendar at Council Member Richard Casavecchia's request during the approval of the agenda and moved to the Discussion Calendar. Council discussed conditional use permits (CUPs), with further discussion regarding business requirements for mobile food vendors compared to brick-and-mortar establishments.

Chris Turkovich and Corinne Martinez provided public comment.

Motion by Council Member Loren, seconded by Council Member Scianna, to adopt Ordinance Number 2025-01 Amending Chapter 5.36 of the Winters Municipal Code relating to food vendors. Motion carried with the following vote:

AYES:	Council Members Jesse Loren and Carol Scianna, Mayor Pro Tem Bill Biasi, Mayor Albert Vallecillo
NOES:	Council Member Richard Casavecchia
ABSENT:	None

CITY MANAGER REPORT

City Manager Jeremy Craig shared that the Fire Department received a donation from the Kaiser Foundation to support senior wellness checks without removing equipment from emergency vehicles. He announced the opening of the new ADA-accessible customer service center, with staff moving this week and a ribbon-cutting planned for August. He also noted that North Bay plans to purchase their facility and expressed interest in engaging more with the community.

INFORMATION ONLY

None

ADJOURNMENT

The Meeting Adjourned at 7:52 PM

_____

Albert Vallecillo, Mayor

ATTEST:

_____

Zorina Treat, Deputy City Clerk

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: August 5, 2025

FROM: Jeremy Craig, City Manager

SUBJECT: Approval of an Agreement for with California Consulting, Inc. for Grant Writing Services in an Amount not to exceed $80,000.

RECOMMENDATION:
The City Council approve Resolution No. 2025-46 approving agreement for grant writing services with California Consulting, Inc. in an amount not to exceed $80,000 and authorizing the City Manager to execute the said contract.

BACKGROUND:
As part of the City Council's strategic planning process, it was identified that the City lacks the resources to pursue and write grant proposals that could bring additional resources to the City. In researching how to address that need with an outside resource, staff found that California Consulting, Inc. (California Consulting) offers a per-grant program, where their fee is assessed only if they write the grant submission.

DISCUSSION:
California Consulting was founded in 2004 and focuses exclusively on grant writing services for local governments and school districts. California Consulting has 26 employees with over 200 years of combined grant writing experience, and they currently work with over 80 local agencies in California and have secured over $1.5 billion in grant awards.

California Consulting offers a full spectrum of grant services, which include:

- **Grant Funding Needs Assessment and Strategy Development**: California Consulting will work with staff to identify priority projects and programs suitable for grant funding.
- **Grant Funding Research:** California Consulting will proactively identify and monitor grant opportunities from various sources, including federal, state, and local government agencies, as well as private foundations and corporations.
- **Grant Writing:** California Consulting will develop and prepare high-quality, compelling grant proposals and applications, including narratives, budgets, and supporting documentation.

- **Grant Management and Administration Support**: If the City chooses, California Consulting can also provide assistance with post-award grant management, including reporting requirements and compliance.

California Consulting will meet with each department head and the city manager to identify needs and then research and identify grants they feel the City could be competitive in receiving. They will then provide grant information to the City. If the City decides to apply for the grant, California Consulting will give an estimate of the cost and obtain approval before beginning the grant writing process. If the City chooses, California Consulting will also provide grant compliance and reporting services after the grant is received for an additional fee.

This contract will provide immediate assistance to the City in identifying and competitively applying for grants while the City recruits and trains its new housing technician, who will also assist with grant writing. The contract is structured so that we only pay if we use the service, on a per-grant fee basis.

FISCAL IMPACT:
The additional cost to the City depends on the identified grants and the size and complexity of each grant application. While a base amount of work is required regardless of the grant size, there are added complexities in higher-dollar competitive grants. The fee schedule is as follows:

Grant Amount Request	Cost
Up to $10,000	$2,000
$10,001 - $50,000	$5,000
$50,001 - $200,000	$8,000
$200,001 - $500,000	$10,000
$500,001 - $2,000,000	$12,000
Over $2,000,000	$15,000 - $18,000

ATTACHMENTS:
1. Resolution
2. Agreement

RESOLUTION NO. 2025-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING AGREEMENT WITH CALIFORNIA CONSULTING, INC. FOR GRANT WRITING SERVICES IN AN AMOUNT NOT TO EXCEED $80,000

WHEREAS, the City Council identified a need for grant writing services to identify opportunities to secure additional resources for the community; and

WHEREAS, the City is seeking a grant writing contract that assesses a per-grant fee and does not require a retainer; and

WHEREAS, California Consulting, Inc. offers a per-grant grant writing solution; and

WHEREAS, California Consulting, Inc. has over 20 years of experience and 26 dedicated grant writers working exclusively with over 80 local agencies; and

WHEREAS, California Consulting, Inc. will meet the City's needs for grant research, writing and post-award compliance and reporting; and

NOW, THEREFORE, the City Council of the City of Winters does hereby resolve as follows:

SECTION 1. The City Council hereby finds that all of the foregoing recitals are true and correct and are hereby incorporated and adopted as findings of the City Council as if fully set forth herein.

SECTION 2. The City Council hereby approves and authorizes the City Manager to execute the agreement with California Consulting, Inc. for grant writing services for a three-year period in an amount not to exceed $80,000.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Winters at its meeting held on August 5, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF WINTERS:

_____
Albert Vallecillo, Mayor

ATTEST:

_____
Jeremy Craig, City Clerk

Exhibit A
Agreement

AGREEMENT BETWEEN CITY OF WINTERS AND CALIFORNIA CONSULTING, INC.

This Agreement is made and entered into as of August 5, 2025, by and between the City of Winters, a California municipal corporation with its principal place of business at 318 First Street, Winters, CA 95694 ("City" or "Client"), and California Consulting, Inc., a California Corporation with its principal place of business at 214 Main Street, Suite 102, El Segundo, CA 90245 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement

AGREEMENT

The Parties hereby agree to the following terms and conditions:

Section 1. **Duties of Consultant:** During the term of this Agreement, Consultant shall provide the Client as follows:

a. Grant writing at the direction of the Client on specific grants identified by the Client.

Section 2. **Time for Performance of Duties:** Notwithstanding any other term or condition of this Agreement, Client specifically acknowledges that Consultant has other clients and/or outside employment. Consultant shall have control over the time and manner of performing its duties described in Section 1, and shall make available such time as it, in its sole discretion, shall deem appropriate for the performance of its duties under this Agreement.

Section 3. **Term of the Agreement:** The term of this Agreement is August 5, 2025 through June 30, 2028.

Section 4. **Compensation:** Client shall pay Consultant on a per grant basis as compensation for Consultant's grant writing services as described in Section 1 in an amount not to exceed $80,000. Consultant shall provide Client with a written invoice monthly. Client agrees to pay invoice within 30 days of receipt.

The following is a breakdown of cost per Grant:

Grant Amount Request	Cost
Up to $10,000	$2,000
$10,001 - $50,000	$5,000
$50,001 - $200,000	$8,000
$200,001 - $500,000	$10,000
$500,001 - $2,000,000	$12,000
Over $2,000,000	$15,000 - $18,000

Cost will be determined based on complexity of grant preparation for all grants exceeding $2,000,000. Consultant will provide Client with cost prior to commencing work on grant selected by Client. If Client decides to withdraw the application or cease work on the application prior to submission and after work has begun, Client agrees to pay Consultant for work completed at an hourly rate of $150.00, not to exceed the total amount of the per grant rate. Consultant will provide Client with breakdown of time spent along with invoice.

Grant research, grant identification, and grant administration can be provided at an hourly rate of $150.00. For research completed at an hourly rate, client may specify a "not to exceed" amount.

Section 5. **Expenses:** The Client agrees to reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client. Such expenses typically might include, but are not limited to, mileage, conference calls, copies, binding costs, postage, parking, travel, and lodging expenses. Consultant shall provide Client with a receipt and a description of the expense with the invoice.

Section 6. **Relationship:** Consultant shall perform its grant writing services hereunder as an independent contractor and not as an employee of the Client or an affiliate thereof. It is expressly understood and agreed to by the parties hereto that Consultant shall have no authority to act for, represent or bind the Client or any affiliate thereof in any manner, except as may be agreed to expressly by the Client in writing from time to time.

Section 7. **Confidentiality:** Except in the course of the performance of its duties hereunder, each party agrees that it shall not disclose any trade secrets, know-how, or other proprietary information not in the public domain learned as a result of this Agreement. Similarly, the parties agree that they shall not disclose or divulge this Agreement, or any of its term or conditions to third parties, except as is necessary to perform the terms and conditions stated herein.

Section 8. **Insurance:** Consultant shall not commence work for the Client until it has provided evidence satisfactory to the Client it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

b. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall

be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

c. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	Combined Single Limit
Employer's Liability	$1,000,000 per accident or disease
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

d. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

e. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the

policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

f. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

g. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

h. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

Section 9. Indemnification: Consultant agrees to indemnify and hold harmless the Client, its members, officers, directors, employees, attorneys, and contractors from and against any demands, losses, claims, actions or causes of action, damages, judgment, arbitration awards, liabilities (whether absolute or accrued, contingent or otherwise), costs, and expenses whatsoever (including reasonable costs of investigation or defending any action) to which they or any of them may become subject under any applicable law arising out of Consultant's performance under this Agreement and will reimburse Consultant for all expenses (including counsel fees) as they are incurred.

Section 10. Assignment: This Agreement shall not be assignable by either party; provided however, that Consultant shall have the discretion to allocate its duties hereunder to owners, affiliates, or employees of Consultant.

Section 11. No Guaranteed Result: Client acknowledges and agrees that Consultant does not have control over third party decision makers, and therefore Consultant makes no representations, warranties or guarantees that it can achieve any particular results. Consultant, however, shall act in good faith toward the performance of its duties described above.

Section 12. Prior Agreements: This Agreement shall supersede any prior agreements between the parties, and serves as the sole and only agreement between them. This Agreement may only be modified by a writing signed by both parties.

Section 13. Governing Law and Venue: This Agreement shall be deemed to be a contract made under the laws of the State of California and for all purposes shall be construed in accordance with the laws of said State. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in Yolo County, State of California.

Section 14. Attorney's Fees: The prevailing party in any action filed that arises out of this Agreement shall be entitled to recoup their reasonable attorney's fees and costs from the other party.

Section 15. Notices: All notices will be sent via certified mail or overnight courier to:

Consultant at: California Consulting, Inc.
214 Main Street, Suite 102
El Segundo, CA 90245

Client at: City of Winters
318 1st Street
Winters, CA 95694
Attn: Jeremy Craig, City Manager

Section 16. **Termination:** This Agreement may be terminated by either party for any reason not in violation of federal and/or California State law upon thirty (30) days written notice to the other party. Client shall compensate Consultant for all services rendered prior to the date of termination. There shall be no liquidated damages in the event of termination under this provision.

IN WITNESS THEREOF, this Agreement is entered into on the date first set forth above.

"CONSULTANT"

California Consulting, Inc.

By_____

Steven N. Samuelian, CEO

"CLIENT"

City of Winters

_____

Jeremy, Craig, City Manager

ATTEST:

By: _____
Jeremy Craig
City Clerk

APPROVED AS TO FORM:

By: _____
Ethan Walsh
City Attorney

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: August 5, 2025

FROM: Cathy Mathews, Director of Administrative Services

SUBJECT: Resolution 2025-48 approving a First Amendment to Professional Services Agreement with Mann, Urrutia, Nelson CPAs & Associates LLP to increase the total compensation by $133,600 for a total not to exceed amount of $259,100and authorizing the City Manager to execute the amendment.

RECOMMENDATION:
Adopt Resolution No. 2025-48 approving a First Amendment to Professional Services Agreement with Mann, Urrutia, Nelson CPAs & Associates LLP to increase the total compensation by $133,600 for a total not to exceed amount of $259,100, and authorizing the City Manager to execute the amendment.

BACKGROUND:
The City of Winters is required to have an independent financial audit performed each year. On May 17, 2022, Council approved a Professional Services Agreement with Mann, Urrutia, Nelson CPAs & Associates LLP (MUNCPAs) with Resolution 2022-42 for a three-year period not to exceed $125,500. Additional work for compliance with subsequently adopted GASB mandates and reporting requirements has been approved under the City Manager's authority.

DISCUSSION:
Based upon the proposal and the experience working with the firm on prior audits, the staff recommends that an extension of the professional services agreement be issued to Mann, Urrutia, Nelson CPAs & Associates LLP, as the firm meets the City's needs in terms of experience and qualifications.

City and Consultant desire to amend the Agreement to increase the amount of compensation by $133,600 for 2024-25 and 2025-26 audits for a total not-to-exceed amount of $259,100, and extend the term to June 30, 2027

FISCAL IMPACT:

The cost of an amended agreement with Mann, Urrutia, Nelson CPAs & Associates LLP is approximately $133,600. The 2025-26 budget includes $51,000 in the Internal Service Fund #652. An additional appropriation for fiscal year 2025-26 from Fund 652 in the amount of $14,800 will be required. $67,800 will be included in the subsequent 2026-27 budget.

ATTACHMENTS:

1. Resolution 2025-48
    a. Exhibit A First Amendment to PSA with MUNCPA
2. Professional Services Agreement

Resolution No. 2025-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MANN, URRUTIA, NELSON CPAS & ASSOCIATES LLP (MUNCPAS) TO INCREASE COMPENSATION BY $133,600 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $259,100 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT

WHEREAS, on May 18, 2022, City and Consultant entered into a Professional Services Agreement ("Agreement") for Audit Services in the amount of $125,500;

WHEREAS, City and Consultant desire to amend the Agreement to increase the amount of compensation by $133,600 for 2024-25 and 2025-26 audits for a total not-to-exceed amount of $259,100, and extend the term to June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Winters hereby approves the First Amendment to Professional Services Agreement with Mann, Urrutia, Nelson CPAs & Associates LLP ("First Amendment"), attached hereto as Exhibit A, to increase the compensation amount by $133,600 for a total not-to-exceed amount of $259,100, and authorizes the City Manager to execute the First Amendment.

DULY AND REGULARLY ADOPTED this 5th day of August 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

CITY OF WINTERS

_____
Albert Vallecillo, Mayor

ATTEST:

_____
Jeremy Craig, City Clerk

EXHIBIT A

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF WINTERS AND MANN, URRUTIA, NELSON CPAS & ASSOCIATES LLP

This First Amendment to the Professional Services Agreement ("First Amendment") is made and entered into as of August 6, 2025, by and between the City of Winters, a California municipal corporation with its principal place of business at 318 First Street, Winters, CA 95694 ("City"), and Mann, Urrutia, Nelson CPAs & Associates LLP, with its principal place of business at 1760 Creekside Oaks Dr. Suite 160, Sacramento, CA 95833 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. On May 18, 2022, City and Consultant entered into a Professional Services Agreement ("Agreement") with Consultant for audit services in the not-to-exceed amount of $125,500; and

B. City and Consultant desire to further amend the Agreement to increase the amount of compensation by $133,600 for a total not-to-exceed amount of $259,100 and extend the term to June 30, 2027; and

C. Consultant is duly licensed and has the necessary qualifications to provide such services; and

D. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into this First Amendment by reference.

2. Amendment.

Section 1 of the Agreement is hereby amended in its entirety to read as follows:

"1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibits A-1 and A-2. The services described in Exhibit A-1 shall be completed by January 30, 2025. The services described in Exhibit A-2 shall be completed by the end of the term of this Agreement."

3. Amendment.

Section 2of the Agreement is hereby amended in its entirety to read as follows:

"2. Compensation.

a. Subject to paragraph 2(b), below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibits A-1 and A-2.

Amount of Compensation. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of Two Hundred Fifty-Nine Thousand One Hundred Dollars ($259,100), unless otherwise authorized by the City. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time and materials contract. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed.

4. Amendment.

Section 5 of the Agreement is hereby amended in its entirety to read as follows:

"5. Term.

The term of this Agreement shall be from May 18, 2022, to June 30, 2027, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.".

5. Amendment. Exhibit A of the Agreement shall become "Exhibit A-1" and Exhibit A-2 attached hereto and incorporated herein by this reference is hereby added at Exhibit A-2 to the Agreement.

6. Continuing Effect of Agreement. Except as amended by this First Amendment, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the Parties under this First Amendment. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by the First Amendment.

7. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.

8. Severability. If any portion of this First Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF WINTERS AND MANN, URRUTIA, NELSON CPAS & ASSOCIATES LLP

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the date first written above.

CITY OF WINTERS

By: _____
Jeremy Craig
City Manager

MANN, URRUTIA, NELSON CPAS & ASSOCIATES LLP

By: _____
Nitish Sharma
President

ATTEST:

By: _____
Jeremy Craig
City Clerk

APPROVED AS TO FORM:

By:

Ethan Walsh
City Attorney

EXHIBIT A-2

Scope of Services

PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF WINTERS
AND

This Agreement is made and entered into as of May 18, 2022 by and between the City of Winters, a California municipal corporation with its principal place of business at 318 First Street, Winters, CA 95694 ("City"), and MANN, URRUTIA, NELSON CPAS, a Limited Liability Partnership with its principal place of business at 1760 Creekside Oaks Dr. Suite 160 Sacramento, CA 95833 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

RECITALS

A. City is a California municipal corporation and is in need of professional services for the following project:

City of Winters Auditing Services (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A."

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges for a three-year period set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of One Hundred Twenty-Five Thousand Five Hundred Dollars $125,500. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this

Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Term

The term of this Agreement shall be from **May 18, 2022** to **January 30,2025**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project or have the option to extend the agreement to cover an additional two years. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance.

Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion deleted

(7) Contractual Liability with respect to this Agreement
(8) Property Damage
(9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the

period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

	Combined Single Limit
Commercial General Liability	$1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	$1,000,000 combined single limit
Employer's Liability	$1,000,000 per accident or disease
Professional Liability	$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is

not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Reserved

16. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Yolo, State of California.

17 Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

18 Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

19. Organization

Consultant shall assign Erica Pastor as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

21. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Winters

318 First Street

CONSULTANT:

MANN, URRUTIA, NELSON CPAS

1760 Creekside Oaks Dr. Suite 160

Winters, CA 95694	Sacramento, CA 95833
Attn: Cathy Mathews, Administrative Services	Attn: Erica Pastor

and shall be effective upon receipt thereof.

22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

23. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

25. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid or illegal.

26. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

27. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either Party, unless such waiver is specifically specified in writing.

28. Time of Essence

Time is of the essence for each and every provision of this Agreement.

29. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

30. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF WINTERS AND MANN, URRUTIA, NELSON CPAS

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF WINTERS

By: K.S. Trepa
Kathleen Salguero Trepa
City Manager

MANN, URRUTIA, NELSON CPAS

By: Erica Pastor

Its: Partner

Printed Name: Erica Pastor

ATTEST:

By: K.S. Trepa
Kathleen Salguero Trepa
City Clerk

APPROVED AS TO FORM:

By:

Ethan Walsh, City Attorney

EXHIBIT A

Scope of Services

MANN, URRUTIA, NELSON CPAS & ASSOCIATES LLP

Proposal to Provide Audit Services

CITY OF WINTERS

MARCH 28, 2022

CONTACT:

ERICA PASTOR, PARTNER

MANN, URRUTIA, NELSON CPAS & ASSOCIATES, LLP

SACRAMENTO OFFICE: 1760 CREEKSIDE OAKS DR., SUITE 160

SACRAMENTO, CA 95833

916-929-0540

ekp@MUNCPAS.COM

TOTAL CLIENT COMMITMENT

SACRAMENTO • ROSEVILLE • GLENDALE • SOUTH LAKE TAHOE • KAUAI, HAWAII

WWW.MUNCPAS.COM

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APPENDIX C

CITY OF WINTERS
AUDITING SERVICES PROPOSAL
SUBMITTAL COVER SHEET

FIRM NAME:	Mann, Urrutia, Nelson CPAs & Associates, LLP
BUSINESS ADDRESS:	1760 Creekside Oaks Dr., Suite 160 Sacramento, CA 95833
CONTACT PERSON:	Erica Pastor
PHONE NUMBER:	916-929-0540
EMAIL ADDRESS:	ekp@muncpas.com

The proposed term of agreement for the services and costs quoted in this submittal is for a period of three (3) years with the ability to continue on for an additional one two-year period. The undersigned hereby certifies that this proposal meets or exceeds all of the requirements as specified in the City's Request for Proposal except as otherwise indicated and supported by supplemental schedules or attachments included with this proposal.

Signed by Firm Signatory:	Erica Pastor
Firm Signatory (Print Name):	Erica Pastor
Firm's Signatory Title:	Partner
Date:	March 28, 2022
Address:	1760 Creekside Oaks Drive, Suite 160, Sacramento, CA 95833
Phone Number:	916-929-0540
Email Address:	ekp@muncpas.com

March 28, 2022

City of Winters
Kathleen Trepa, City Manager
318 First Street
Winters, CA 95694

Dear Ms. Trepa,

On behalf of our partners and staff of Mann, Urrutia, Nelson, CPAs and Associates LLP (MUN CPAs), I am pleased to present our proposal to provide professional audit services to the City of Winters. Our Firm has experienced continuous growth and success as we meet and exceed client expectations. Our overall goal is to provide responsive, innovative services of the highest quality to our clients.

We understand that the City of Winters requires timely audit services and we are committed to meeting all terms and conditions as addressed in the request for proposal. With our experience and expertise, we fully understand the audit requirements, as well as your expectations.

It is our understanding that the period covered for this proposal will be for the years ending June 30, 2022 through June 30, 2024 with the option to extend services to cover future year-ends, including, but not limited to, those ending June 30, 2025 and June 30, 2026. The scope of services will be the following:

1. Perform an audit and prepare the financial statements of the City of Winters, and issue related reports.

2. Perform Single Audit and issue related reports.

3. Provide professional advice and guidance on implementation of GASB financial reporting requirements.

4. Perform Agreed-Upon procedures over the City's GANN Appropriations Limit calculation.

5. Prepare and submit the following annual reports to the State Controller's office:

    a. City of Winters Financial Transaction Report
    b. City of Winters Street Report
    c. Winters Public Financing Authority Financial Transaction Report

6. Issue a management letter that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be control deficiencies. Management letters shall be addressed to the City Manager.

The audit will be performed in accordance with generally accepted accounting principles; generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants; the standards applicable to financial audits contained *in Government Auditing Standards*, issued by the Comptroller General of the United States; the provisions of the U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grant Guidance).

We believe our firm is the best qualified to perform this engagement because we add value to the audit by providing specialized resources and technical proficiency. Our expertise in governmental auditing and accounting combined with our vast access to resources empowers us to solve challenges encountered during the audit. Our highly trained engagement team will maintain a knowledgeable, yet nonintrusive, approach to the audit, and in this way, deliver an audit of exceptional quality requiring few disruptions in the conduct of the City's on-going operations.

We separate ourselves from our competition by:

- ◊ Extensive Partner involvement on each engagement
- ◊ Manager and/or Partner always on-site during fieldwork
- ◊ Consistent and experienced staff
- ◊ Timeliness of communications
- ◊ Proactive approach in addressing complex issues early in the engagement
- ◊ Availability to clients as a specialized resource
- ◊ Professionalism with understanding

Our success — The keys to our success and growth include our commitment to outstanding quality, properly trained staff, timely communication in all aspects of the audit, planning, and understanding how to structure each audit to ensure efficiencies are achieved, and our ability to meet all required deadlines.

We add value to the audits we perform by providing specialized resources and technical proficiency. Our expertise in governmental accounting combined with our vast access to resources empowers us to solve challenges encountered during the audits. Our unique combination of technical expertise, combined with our philosophy of total client commitment throughout all phases of the engagement provides our clients the highest quality service and products available.

We are confident that our proposal addresses your needs and look forward to discussing and reviewing its content with you. We would welcome this opportunity to differentiate our Firm from our competition and further discuss our approach in providing quality service.

Sincerely,

Erica Pastor

Erica Pastor, CPA
Partner
916-929-0540
ekp@muncpas.com
1760 Creekside Oaks Dr., Suite 160
Sacramento, CA 95833

INDEPENDENCE

MUN CPAs is independent of the City of Winters as defined by U.S. generally accepted auditing standards and the U.S. Government Accountability Office's *Government Auditing Standards* (latest edition).

MUN CPAs is independent of all associated agencies of the City of Winters, as defined by U.S. generally accepted auditing standards and the U.S. Government Accountability Office's *Government Auditing Standards* (latest edition).

If MUN CPAs shall enter into a professional relationship that would present a conflict of interest during the period of engagement with the City of Winters, a written notice will be presented to the City of Winters defining such conflict.

LICENSE TO PRACTICE IN CALIFORNIA

MUN CPAs is a properly licensed, certified public accounting firm in the State of California. All certified public accountants involved in audit engagements of the Firm are licensed to practice in the State of California and have received at least the minimum number of continuing professional education hours required by the State Board of Accountancy, American Institute of Certified Public Accountants, and the U.S. Government Accountability Office's *Government Auditing Standards*.

PROPOSER QUALIFICATIONS AND EXPERIENCE

MUN CPAs is a locally established and respected full-service accounting and auditing firm offering governmental, special district and regional audits, as well as tax, consulting, litigation support, and forensic accounting services. Our commitment to our clients has enabled the firm continued growth and success at developing and maintaining strong professional relationships. We have over 60 well-trained professionals with office locations in Sacramento, Roseville, South Lake Tahoe, and Glendale, California, as well as Hawaii.

Sacramento Office

Audit engagements are performed primarily out of the Sacramento office. We have an outstanding team of fifteen audit professionals consisting of three firm partners, three managers, three seniors and six staff accountants. Five full-time staff members will be dedicated to City of Winters should services be awarded to our firm. In addition to auditing, reviews and compilations, we also provide accounting, tax and consulting services for our audit clients.

We specialize in audits of local governmental agencies ranging from small organizations to entities with over $150 million in annual revenue. We also specialize in retirement plans and nonprofit organizations. We are voluntary members of the following organizations:

- Government Audit Quality Control Center
- Government Finance Officers Association
- League of California Cities
- California Municipal Treasurers Association
- California Society of Municipal Finance Officers
- California Special Districts Association
- Association of California Water Agencies

Membership in these organizations provides our firm with additional resources designed to enhance our audit quality and apply best audit practices to our engagements. We have access to the latest developments in accounting, auditing, and the various rules and regulations that affect the different audits and industries.

Governmental Auditing Experience

Since our founding in 2003, our office has performed over 300 audits of governmental entities. We have provided audit services to several other municipalities that are similar to that which is requested by the City of Winters. We currently provide audit services to 26 governmental entities. Every level of our audit staff has extensive experience in auditing governmental entities and have performed engagements of municipalities.

GASB Implementation and Reporting

All audit partners and managers have been involved in the implementation of GASB financial reporting requirements, in addition to auditing and assisting with the preparation of GASB financial statements. In addition to auditing and assisting with the preparation of GASB financial statements, all audit partners and managers have provided hands-on assistance with implementation of new GASB financial reporting requirements. Our firm is a leader in implementation of the new GASB standards going into effect in the coming years.

Annual Comprehensive Financial Report Experience (ACFR)

All management staff assigned to this audit has extensive experience in the preparation of Annual Reports. Ten of our governmental clients require our Firm to prepare and organize the Annual Comprehensive Financial Report as part of their scope of services. **Every report submitted has been awarded the GFOA Certificate of Achievement for Excellence in Financial Reporting.**

Single Audit

We perform Single Audits for 35 of our governmental and nonprofit clients. All engagement team members, including audit staff, have current Single Audit experience and all of our staff exceed the required educational hours, receiving governmental and Single Audit-specific training throughout the year through external conferences hosted by CalCPA and AICPA and internal training provided by our Firm.

Specialized Services

Our firm has provided specialized services to governmental entities that include, but are not limited to, the following:

- State Controller Report preparation
- Tax Measure Agreed-Upon procedures
- Cash Collections Agreed-Upon procedures
- TDA audits
- Forensic audits
- Internal control special projects

Client Education and Updates —We provide one-on-one guidance and assistance to our clients with the preparation of GASB financial statements, as well as hands-on assistance with implementation of new **GASB** financial reporting requirements and State and Federal updates. *Our firm is a leader in the new GASB standards going into effect in the coming years.*

Our partners have provided webinars and seminars sponsored by the CSFMO, CSDA and League of California Cities, with topics including GASB 68 and 75, fraud, and preparing for annual audits.

Board/Finance Committee Training

Our job doesn't stop when we issue your audited financial statement reports. While these reports may be intimidating to interpret, we can help. Our firm offers training to help you understand what the audit report means for the City. We can show you how to read the financial statements and how to use that information to analyze and evaluate the City's financial performance. We have certified professionals who are happy to further talk to you regarding various topic options that can be presented.

PEER REVIEW

Our firm undergoes a peer review every three years as established by the American Institute of Certified Public Accountants. Our last peer review was completed in June 2019 and resulted in a pass rating with no deficiencies (the highest rating possible) on our system of quality control for accounting and auditing. This quality control review included a review of specific government engagements. *A copy of the Peer Review Report is included on the following page.*

COUGHLAN NAPA CPA COMPANY, INC.

www.CoughlanNapaCPACo.com
Company@CoughlanNapaCPACo.com

Report on the Firm's System of Quality Control

June 28, 2019

To Mann, Urrutia, Nelson, CPAS & Associates, LLP and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Mann, Urrutia, Nelson, CPAS & Associates, LLP (the firm) in effect for the year ended December 31, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

190 Camino Oruga, Suite 1 • Napa, CA 94558 • telephone: 707.255.0677 • fax: 707.255.0687
Member: American Institute of CPAs • California, Hawaii, & Oregon Societies of CPAs

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act, and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Mann, Urrutia, Nelson, CPAS & Associates, LLP in effect for the year ended December 31, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Mann, Urrutia, Nelson, CPAS & Associates, LLP has received a peer review rating of *pass*.

Coughlan Napa CPA Company, Inc.

Coughlan Napa CPA Company, Inc.

The team assigned to perform the audit of the City of Winters is composed of highly trained professionals with extensive experience in governmental audit engagements. Our small, efficient working group will maintain a knowledgeable, yet non-intrusive, approach to the audit, and in this way, continue to deliver an audit of exceptional quality requiring few disruptions in the conduct of the City's on-going operations. The technical qualifications of MUN CPAs personnel selected for this audit ensures service of the highest quality. Engagements at MUN CPAs are conducted under the supervision of an engagement partner and manager, which assures that quality standards are maintained and all client requirements are met.

We propose the following management team for the audit:

ERICA PASTOR, CPA, Engagement Partner
JUSTIN WILLIAMS, CPA, Concurring Partner
SUSAN BEETER, CPA, Senior Manager
BRYAN ARELLANO, Senior Staff Associate

Professional Affiliations

Our commitment to governmental accounting is further strengthened by our involvement with respected organizations.

Erica Pastor is Past President and current board member of CalCPA-Sacramento Chapter, and a member of the statewide CalCPA Governmental Accounting & Auditing Committee. She is also a member of the GFOA **Certificate of Achievement for Excellence in Financial Reporting Program, and is frequently asked to review submitted financial statements.**

Justin Williams is a member of the statewide CalCPA Governmental Accounting and Auditing Committee, and the California Special Districts Association Audit Committee and Finance Committee. He has also published accounting and auditing articles and has been a speaker at webinars and seminars sponsored by these organizations with topics including GASB 68 and 75, fraud, and preparing for annual audits.

Quality of Staff

MUN CPAs staff training and professional development program ensures the staff assigned to the audit of the City of Winters will maintain the highest levels of professional understanding of the issues impacting the City of Winters. All professional staff at MUN CPAs, from a brand-new staff associate to a seasoned senior manager, undergo a formal mid-year and year-end performance evaluation process. Our formal evaluation process is designed to provide constructive feedback to continue the professional growth and development of our staff, as well as provide guidance and assistance to allow staff to achieve their professional goals. In between formal evaluations, staff receive informal feedback on specific audit engagements. Finally, our formal staff training program ensures that our audit staff at all levels receive targeted training classes to meet governmental auditing standards, as well as to keep up-to-date on current issues and challenges impacting governmental entities.

Continuing Education

Continuing education is a top priority for MUN CPA's. Each of our team members receives a wide variety of annual training and content updates from highly qualified instructors, ensuring that they remain on the forefront of issues that could potentially impact our clients.

Individuals who work on audits subject to Government Auditing Standards must obtain, every two years, at least 80 hours of CPE that directly enhance the auditor's professional proficiency to perform audits and/or attestation engagements. At least 20 of the 80 hours must be obtained annually. Individuals responsible for conducting substantial portions of the fieldwork, planning, directing, or reporting on audits subject to Government Auditing Standards must obtain 24 of those hours in subjects directly related to the government environment and government auditing.

All members of the City's proposed engagement team meet all continuing education requirements of Federal, State and Applicable professional organizations. A listing of our continuing education courses provided to all our staff, both certified and non-certified, over the past three years have included the following:

- Quarterly Yellowbook Update
- GASB Update 84, CalPERS, OPEB, Leases, GA&A Matters
- Revenue Recognition Update
- Audit & Yellowbook Training
- Single Audit Suite
- Uniform Guidance Audit Requirements
- Single Audit and COVID-19 Update
- Government Pension Plans, FV, High Risk Audit Process
- Single Audits under Uniform Guidance
- Conducting Remote Audits in Uncertain Times
- Advanced Government Training
- Use of Fraud Data Analytics to Uncover Fraud Schemes
- GASB 84
- Navigating Component Units
- Quarterly Yellowbook Update
- IN FOCUS: GASB Implementation Guides
- Interim and Year-end Government Training
- GASB Financial Reporting Model, OPEB, & other updates
- Interim Audits & Internal Controls
- Internal Controls, FASB/GASB Update
- Substantive Analytics
- OMB Supplement Addendum & COVID-19 Implications
- COVID-19 Update & Single Audit Compliance Supplement
- 2021 Annual Legislative & Regulatory Update
- Single Audit - Sampling
- Fraud in Financial Statement Audits
- Practical Steps for Transitioning to GASB 87
- Capital Insights-Governmental Audit & Assurance Conference
- AICPA Industry Update: Governmental Auditing Standards
- GASB 87

Staff Consistency

We understand that the best way to provide the City of Winters with responsive, quality services is to assign the most qualified individuals to the engagement and maintain continuity of staff on successive engagements. We are committed to maintaining the same staff assigned in this proposal on subsequent engagement years.

Our Firm takes great pride in not only selecting high quality staff members, but also providing them an environment designed for their success and betterment.

We believe staff continuity on engagements is essential to that engagement being successful. Our Firm's mission statement reads:

To provide responsive, innovative services of the highest quality to our clients; and to provide a positive, rewarding environment encouraging our employees to fulfill their professional and personal goals.

ERICA PASTOR, CPA

Engagement Partner



Erica has over 19 years of public accounting experience and has been with MUN CPAs for 14 years. She has extensive experience serving government clients. As Engagement Partner, Erica will have overall responsibility for the efficiency, timeliness and delivery of the services we provide, including developing and maintaining effective lines of communication with the City. She will directly interface with the City's management and will plan and review the audit.

INDUSTRY EXPERIENCE:	Municipalities Special Districts Nonprofit organizations Privately held businesses
OTHER EXPERTISE:	GASB implementation Annual Comprehensive Financial Reports (ACFR) Reviewed and compiled financial statements Agreed-upon procedures Audit committee training Internal control implementation Federal Single Audit Grant compliance Grants and contracts compliance
RELEVANT ENGAGEMENT EXPERIENCE:	City of Auburn City of Sanger City of Lincoln City of Hollister City of Piedmont City of Rio Vista City of Novato Tahoe City Public Utility District Ironhouse Sanitary District Sacramento-Yolo Mosquito & Vector Control District Vallejo Flood & Wastewater District Yolo County Flood Control & Water Conservation District
DESIGNATIONS:	Certified Public Accountant (CPA)
PROFESSIONAL MEMBERSHIPS:	American Institute of Certified Public Accountants CalCPA Statewide Governmental Accounting & Auditing Committee CalCPA, Sacramento Chapter, Past President, Board member GFOA Special Review Committee member
EDUCATION:	Bachelor of Science, Managerial Economics UC Davis – Davis, California Certificate of Accountancy National University – Sacramento, California

JUSTIN WILLIAMS, CPA

Concurring Partner



Justin's professional career includes more than 25 years of public and private accounting experience, of which 23 years has been heavily concentrated on audits of governmental entities throughout Northern California. As Concurring Partner Justin will perform a secondary review of the engagement, ensuring that, all firm and professional standards are adhered to.

INDUSTRY EXPERIENCE:	Municipalities Special Districts Nonprofit organizations Privately held businesses Retirement / employee benefit plans
OTHER EXPERTISE:	GASB implementation Board of Directors training Federal and State compliance and financial reporting Fraud investigations Internal control implementation Peer reviews
RELEVANT ENGAGEMENT EXPERIENCE:	City of Lincoln City of Sanger Town of Truckee City of Novato Diablo Water District Greater Vallejo Recreation District South Tahoe Public Utility District South Placer Municipal Utility District Kensington Fire Protection District Santa Nella County Water District Nevada Irrigation District Keyes Community Services District
DESIGNATIONS:	Certified Public Accountant (CPA)
PROFESSIONAL MEMBERSHIPS:	American Institute of Certified Public Accountants California Society of Certified Public Accountants CSDA Audit Committee Member CSDA Finance Committee Member CalCPA Governmental Accounting and Auditing Committee
EDUCATION:	Bachelor of Science, Accounting Case Western Reserve University – Cleveland, Ohio

SUSAN BEETER, CPA

Manager



Susan has over 23 years of public accounting experience, including 21 years auditing government entities which has included cities and special districts. She provides audit services to a wide range of industries, including governmental and nonprofit entities. Susan will be responsible for, and will be coordinating the planning and implementation of audit processes, including daily supervision and technical support of the audit.

INDUSTRY EXPERIENCE:	Municipalities Special Districts Nonprofit organizations
OTHER EXPERTISE:	Annual Comprehensive Financial Reports GASB Implementation Internal control evaluation Accounting services Inventory observations Single Audit compliance Grants and contracts compliance
RELEVANT ENGAGEMENT EXPERIENCE:	City of Auburn City of Novato City of Lincoln City of Piedmont City of Gridley Greater Vallejo Recreation District Vallejo Flood and Wastewater District South Tahoe Public Utility District
DESIGNATIONS:	Certified Public Accountant (CPA)
PROFESSIONAL MEMBERSHIPS:	American Institute of Certified Public Accountants California Society of Certified Public Accountants
EDUCATION:	Bachelor of Science, Business Administration - Accountancy North Dakota State University - Fargo, North Dakota

BRYAN ARELLANO

Senior Staff Associate



Bryan has over 4 years of public accounting experience and provides audit services to a wide range of industries, including governmental, not-for-profit, retirement plans, and for-profit entities. In his role, Bryan handles specific stages of audit work, ensures work is prepared in compliance with professional standards, and detects exceptional items and issues of non-compliance.

INDUSTRY EXPERIENCE:	Governmental agencies Nonprofit organizations Retirement plans Closely held companies
OTHER EXPERTISE:	Internal control evaluation Accounting services Inventory observations Single Audit compliance Grants and contracts compliance
RELEVANT ENGAGEMENT EXPERIENCE:	City of Lincoln Town of Paradise City of Gridley North Tahoe Public Utility District Tahoe City Public Utility District Diablo Water District Greater Vallejo Recreation District Sacramento - Yolo Vector Control Vallejo Flood and Wastewater District
PROFESSIONAL MEMBERSHIPS:	American Institute of Certified Public Accountants California Society of Certified Public Accountants
EDUCATION:	Bachelor of Science, Business Administration-Accountancy California State University, Sacramento

NEGATIVE HISTORY

MUN CPAs has no negative history. We have NOT had any Field Reviews, Desk Reviews, Litigation or Disciplinary actions taken against, or pending against, the Firm. There is no past, current or pending litigations against the Firm, or any debarment or disqualification as a vendor for federal, state or local entities.

PRIOR ENGAGEMENTS WITH THE CITY OF WINTERS

MUN CPAs has no prior engagements with the City of Winters.

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

MUN CPAs has provided audit services for several other governmental entities that are similar to that which is requested by the City of Winters.

Clients / Hours	Name and Position	Partner	Dates	Scope of Services
City of Rio Vista (320 Hours)	Jen Lee Finance Director (707) 374-6451	Erica Pastor	2012 - Present	• City audit • ACFR* • Single audit • GANN Limit AUP • TDA audit
Town of Truckee (400 Hours)	Nicole Casey Finance Manager (530) 582-2935	Justin Williams	2015 - Present	• Town audit • ACFR* • Redevelop. Agency Audit • Single audit • GANN Limit AUP • State Controller's Report
City of Hollister (420 Hours)	Brett Miller City Manager (831) 636-4301	Erica Pastor	2012 - Present	• City audit • Single audit • GANN Limit AUP
City of Piedmont (420 Hours)	Michael Szczech Finance Director (510) 420-3040	Erica Pastor	2015 - Present	• City audit • GANN Limit AUP • State Controller's Report • Measures B, BB, F • Police Citation AUP
City of Sanger (440 Hours)	Karla Camerena Senior Accountant (559) 876-6300	Justin Williams	2016 - Present	• City audit • Single audit • GANN Limit AUP • State Controller's Report

***Annual Comprehensive Financial Report (ACFR). * GFOA Certificate of Achievement for Excellence in Financial Reporting received of all ACFRs submitted.**

SPECIFIC AUDIT APPROACH

Our audit work plan targets our audit efforts on those areas of your financial statements that represent the greatest risk. This includes integrated quality-control processes, including policies and procedures for engagement quality control.

Our financial audit methodology comprises a set of interdependent audit work steps and procedures that enable the audit team to plan and execute the audit strategy and conclude and report audit results. The methodology also provides for performance measurement to enable improvement in quality of audit work through identification of training needs and motivation of staff through performance-based growth and advancement. The financial audit methodology of our firm is built around the following:

- Generally accepted auditing standards
- Professional ethics
- Quality assurance and control

Our audit process begins with the assignment of staff to the engagement. Our engagement team has the expertise to provide a level of service desired and deserved by your organization. Our engagements are supervised by the engagement partner and the manager who specialize in government and special district audits. As high-level involvement is vital to a quality audit, the partner and manager's time will account for approximately 30% of total hours spent on the engagement. Our team's approach is designed to be efficient yet non-intrusive.

SEGMENTATION OF THE ENGAGEMENT

Audit Planning

Our audit planning process includes a risk assessment of the City and review of the control environment. We begin with a pre-planning meeting to ensure that management's expectations and our expectations are communicated prior to commencing the audit. We will confirm our understanding of the engagement deadlines and ensure these are met timely.

Interim Audit Phase:

Our interim audit phase typically consists of two to three days of fieldwork and includes the following:

Risk Assessment

As part of our extensive planning phase, the engagement team will discuss with management issues surrounding the applicable industry, the City's internal & external environment, significant events, as well as economic, political, and social factors to determine and document areas of risk. Once areas of risk have been identified, the next process will be to review the control environment.

Control Environment — Interim Phase

Our understanding of and reliance on the City's internal controls related to financial reporting is a key factor in our audit approach to the City's financial statements. Our interim audit procedures are primarily focused on developing our understanding of internal controls related to cash receipts, cash disbursements, payroll, financial reporting close and the IT environment, and then performing tests of those controls. Our planned audit approach is a control-based audit in which we are planning to perform tests of controls in order to place reliance on the City's key controls.

We develop our understanding of the City's internal controls through a combination of verbal discussions with management, and observation and inspection of documents. We first gain a high-level understanding of controls by asking an appropriate member of your finance department to describe the processes for recording transactions and more importantly, how the review and approval of transactions is documented. Then to corroborate the descriptions, we ask to see physical evidence that the control is in place. Physical evidence is typically management providing key documents that have evidence of a review or approval on the document.

If we identify any controls that are not operating as designed, we will first discuss with management before providing a written recommendation.

Year-End Audit Phase:

Our year-end audit phase typically consists of three to four days of fieldwork and includes the following:

Substantive Procedures — Year End Phase

Substantive audit procedures are designed based on our risk assessment process. Complex and high-risk accounts will be identified early in the audit process and these accounts will be assigned to the manager and/or partner for actual testing. Our substantive audit procedures will include the following:

- ◊ Tests of account details — Detail transaction testing to source documentation
- ◊ Analytical procedures — Ratio analysis, variance analysis, trend analysis
- ◊ Use of data analysis software — Review of large volumes of data to detect anomalies
- ◊ Unpredictability tests — Varying timing and extent of tests
- ◊ Review of management's estimates — To determine reasonableness
- ◊ Review of subsequent events and contingencies — For proper adjustment and footnote disclosure

Laws and Regulations

As applicable, we will review the laws and regulations covering the City's grants and other programs. Based upon our inquiry with City staff, review of the City's government code, review of administrative policies, etc. we will determine the relevant laws and regulations that will be subject to additional test work.

Use of Analytic Procedures during the Audit

The use of analytic procedures during our audit of the City is part of our planned audit approach for certain financial statement line items. In order to perform effective analytic procedures, MUN CPAs must first obtain an understanding of activity at the City, as well as changes in activity at the City during the year under audit. This will allow MUN CPAs to develop expectations for changes or lack of changes in key account balances for purposes of performing our analytic procedures. Our analytic procedures will be performed using a combination of the following:

- Independent recalculations of account balances: Performing our own independent recalculation of an account balance, then comparing to the City's actual account balance to see if our recalculated balance agrees to the City's balance. Significant variance between our recalculated balance and the City's balance would require additional inquires and procedures to determine if the account balance requires an adjustment.

- Variance analytics of prior year and current year account balances: By developing our understanding of activity at the City, we can then compare current year account balances to the prior year balance and determine if the change in the account balance is reasonable based on our understanding of activity at the City during the year. Account balances and/or changes in account balances that do not meet our expectations will require further inquiry with management to determine if an adjustment is needed.

- Ratio analysis: We can compare the relationship of certain accounts to other accounts or non-financial information to determine if the relationship is consistent or if a variance may indicate an adjustment to an account may be required.

Drawing Audit Samples

The selection of audit testing samples is based on a combination of materiality, qualitative factors, and auditor judgement. Account balances and/or transactions over a certain dollar limit are automatically selected for testing. Smaller account balances, transactions or disclosures that MUN CPAs determines may have a qualitative impact on the financial statements and influence a user of the financial statements will also be selected for testing.

Based on our review of the financial statements of the City of Winters, we anticipate that our primary areas of audit focus will be:

- Financial reporting requirements
- Impact of COVID-19 to the City's financial statements and disclosures
- Impact of new GASB accounting standards
- Fund balance classification
- Revenue recognition
- Valuation of accounts and notes receivable
- Valuation of capital assets
- Expense and accrual timing
- Long-term debt reporting

Preparation of Audit Report and Review — Year-end Phase and Wrap-up Phase

The manager and engagement partner review audit workpapers throughout the audit. Before we leave your offices, the file will be substantially reviewed and any issues will be discussed and resolved. All reports are reviewed by the engagement partner and concurring partner.

Upon approval, we will issue drafts of all reports based on the City's predetermined schedule as indicated in the Request for Proposal. This will allow adequate time for review and distribution of the report.

Level Of Staff And Number Of Hours To Be Assigned To Each Segment Of The Audit

Staff Classification Performing Work	Estimated Hours Annually
Partners	40
Managers	70
Senior Associates	110
Staff Accountants	143
Total Annual Hours:	363

Hours by Audit Phase	
Phase I - Planning & Interim	109
Phase II - Year End	182
Phase III - Reporting and Wrap-up	73
Total Annual Hours:	363

IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS

The City requested in the RFP that we identify and describe any anticipated potential problems with the audit, the Firm's approach to resolving these problems, and specific assistance that may be requested from the City. Based on our review of the prior year financial statements, we do not anticipate any audit problems. However, if issues are noted during the audit process, we will use the following approach to seek a mutually agreeable resolution of accounting and reporting issues:

1. Define and understand the issue through discussion with the City's management and verified audit information.
2. Make an initial assessment of the impact of alternative accounting treatments.
3. If the impact has significant potential, gather research which may include the following: obtain the City's research and rationale for their position; gather additional details; draw on common practices within other municipalities or other similar sized local governments; utilize recognized Firm experts.
4. Discuss with City staff the Firm's preferred position and rationale.
5. Resolve the issue.

INFORMATION TECHNOLOGY AND COMMUNICATION

Remote Audit Capabilities

We are committed to serving our clients and meeting their deadlines regardless of the current health and social challenges. If public health concerns, client concerns or other issues restrict our team from performing the audit in-person at your offices, MUN CPAs has the technological capabilities and solutions to perform the full audit remotely and complete the audit according to your City's needs and timelines. With the use of our secure Suralink website, management of the City of Winters will be able to securely provide MUN CPAs with all needed documents and reports. The use of encrypted e-mails will be used to transmit smaller documents. Scheduling regular phone and video calls and audit updates will allow both management of the City and MUN CPAs to remain on the agreed-upon timeline.

Protecting Our Client Data

MUN CPAs takes client data security seriously and has implemented a robust and redundant infrastructure that complies with recommendations of industry leaders and the IRS. An independent security contractor conducts biannual penetration audits and the firm is fully covered by our cyber insurance policy. MUN CPAs employs daily redundant backups of all data off-site at two secure locations. Our system is protected by the latest AI-based antivirus solution that actively learns from real world threats instead of relying on outdated lists, and our next generation firewall, combined with three independent email and attachment scans, protects our communication from hackers and other malicious actors. Sensitive client data containing personally identifiable information is transferred via the same 256-bit SSL encryption that banks use. Firm staff is trained upon hire and again annually on the newest, best practices in internet security and tested monthly with various social engineering scenarios.

Communication

Planning and continual communication are essential to developing the appropriate procedures, working collaboratively to resolve any identified issues, and meeting your timelines. We will communicate contemporaneously and directly with management and audit committees of the board regarding results of our procedures, and will anticipate and respond to any concerns of management and the committee.

Although our audits are conducted through a structured, risk-based model, we focus on understanding the client's needs, requirements and expectations. We work collaboratively with management, boards and audit committees to develop a communication and work plan to continuously improve client service.

Partner and Manager Availability

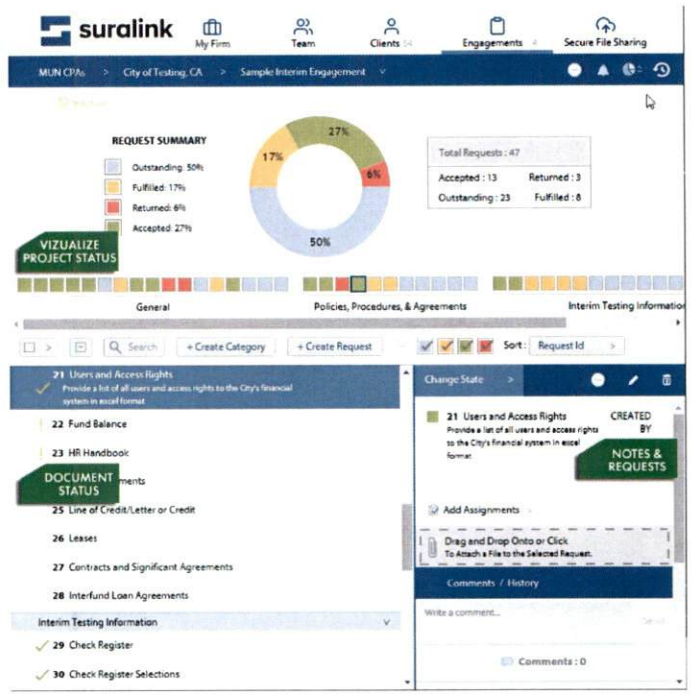
We believe your access to the partner and manager before, during and after the audit is important to the relationship between the City and our Firm. The partner and/or manager will be on-site during the audit in order to discuss issues with management of the City. We encourage our clients to call us throughout the year to discuss accounting matters as they arise. There are no additional charges for these routine phone calls.

We believe on-going communication throughout the entire audit will ensure that all aspects of the audit are thoroughly addressed. We encourage regular communications throughout the year, not just during fieldwork. As such, we do not anticipate any potential audit problems to arise during our engagement.

USE OF TECHNOLOGY TO PERFORM OUR AUDITS

We leverage two systems that help us conduct audit procedures remotely while maintaining excellence in communication, document management, records retention, and workflow.

SURALINK -In order to improve audit efficiency, workflow management software plays an essential role between your organization and our engagement team. We employ a secure data file transfer system called **Suralink**. **Suralink**'s dynamic request list is integrated with our secure file hosting system for seamless document-request coordination. It means all our requests are in one place, updated in real-time, and accessible only by our engagement team working on your audit and the City's employees who are granted access. You, as a client, no longer have to manually maintain a spreadsheet amongst several people only to repeat the process in a day or two. This not only makes the operation more cost- efficient, it enables you and your team to spend your time getting the job done, not reconciling a messy list of outstanding items. The **Suralink** dashboard, as shown here, allows you to visualize the process of the document-request fulfilment.



With this innovative tool, clients can manage workflow through a centralized individual who can assign and delegate requests to other employees; track project activity by assigned individual, due date, and status with a user friendly, easy-to-use, dashboard interface; quickly view and monitor project progress with an at-a-glance report feature; and access how-to videos and training materials through the enhanced learning center.

CaseWare and CaseView: CaseWare is a highly flexible engagement software that facilitates real-time adjustments to your trial balance, resulting in simultaneous updates to your financial statements. It enables us to drill down from supporting audit schedules and documents to the underlying detailed accounts. We plan, perform, and review your entire engagement electronically, eliminating the use of paper.

CaseView is a powerful reporting module that helps review of financial statements, as well as any other customized work paper reports. It utilizes an interface that combines the appropriate features of Word and Excel into a single application that engages word processing features for formatting financial information. Some advantages of CaseWare and CaseView are as follows:

- **Automatic financial reports:** This refers to the ability to generate and print financial statements immediately. The numbers in the trial balance are mapped to financial statement tables and foot notes to provide robust and accurate financial statements and reports.
- **Automatic footnotes and other information:** This are the ability to format financial statement footnotes with variables (dates, amounts, etc.) that are automatically updated based upon the trial balances and appropriate work paper information.
- **Virtualization:** This provides a more consistent approach to financial statement design and a reduced risk of errors in the financial statement report.

NON-COLLUSION AFFIDAVIT FORM
Professional Auditing Services
TO BE EXECUTED BY Proposer AND SUBMITTED WITH PROPOSAL

I, Erica Pastor, hereby declare as follows:

I am a Partner of Mann, Urrutia, Nelson CPAs & Assoc. the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer Signature Erica Pastor

By Name Erica Pastor

Title Partner

Organization Mann, Urrutia, Nelson & Associates, LLP

Address 1760 Creekside Oaks Drive, Suite 160

EXHIBIT B

Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract.

Proposal to extend Audit Services

CITY OF WINTERS

JUNE 30, 2025

CONTACT:

ERICA PASTOR, CPA, PARTNER
MUN CPAS, LLP
SACRAMENTO OFFICE: 1760 CREEKSIDE OAKS DR., SUITE 160
SACRAMENTO, CA 95833
916-929-0540
ekp@muncpas.com
WWW.MUNCPAS.COM

June 30, 2025

Cathy Mathews, Director of Administrative Services
City of Winters
318 1st Street
Winters, CA 95694

Dear Cathy,

On behalf of our partners and staff of MUN CPAs, LLP, I am pleased to present our Cost Proposal to extend audit services to the City of Winters. We greatly value the relationship that our firm and the City has fostered and are more than happy to continue this growth. As we have performed audit services for the City since the year ended June 30, 2022, we fully understand the audit requirements, as well as your expectations.

Our fees are based on estimated hours and hourly rates, determined by each professional's level of experience. We hereby submit the following Cost Proposal to extend audit services to the City of Winters for the year-end June 30, 2025, through June 30, 2026, with the option to extend at the discretion of the City Council.

Sincerely,



Erica Pastor, CPA
Partner

Fees For Service

Service	6/30/25	6/30/26
City Audit and related reports	$50,000	$51,500
Single Audit (one major program)*	4,000	4,100
Gann Agreed Upon Procedures	600	600
GASB 87&96 Assistance	5,000	5,200
SCO Financial Transaction Report	6,200	6,400
Total	**$65,800**	**$67,800**

*Single Audit – If more than one major program is required to be tested, the cost will be $2,500 for each additional program.

The audit will be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; *the provisions of the U.S. Office of Management and Budgets Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grant Guidance)*.

ADDITIONAL PROFESSIONAL SERVICES

MUN CPAs may also furnish other accounting services as requested by the City of Winters. If it should become necessary for the City to request MUN CPAs to render any additional services to either supplement the services requested, or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and MUN CPAs. Any such additional work agreed to between the City and MUN CPAs shall be performed at the quoted hourly rates listed below. **The rates used to calculate the fees in the schedule of estimated fees on the previous page are discounted rates and are not indicative of our standard hourly rates.**

Staff Level	Standard Hourly Rates
Partner	$ 400
Manager	250
Senior Staff	200
Staff	150

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members

DATE: August 5, 2025

FROM: Jeremy Craig, City Manager

SUBJECT: Street Closure Request for Bicycle Criterium, August 23, 2025, from 6:00 am to 12:30 pm

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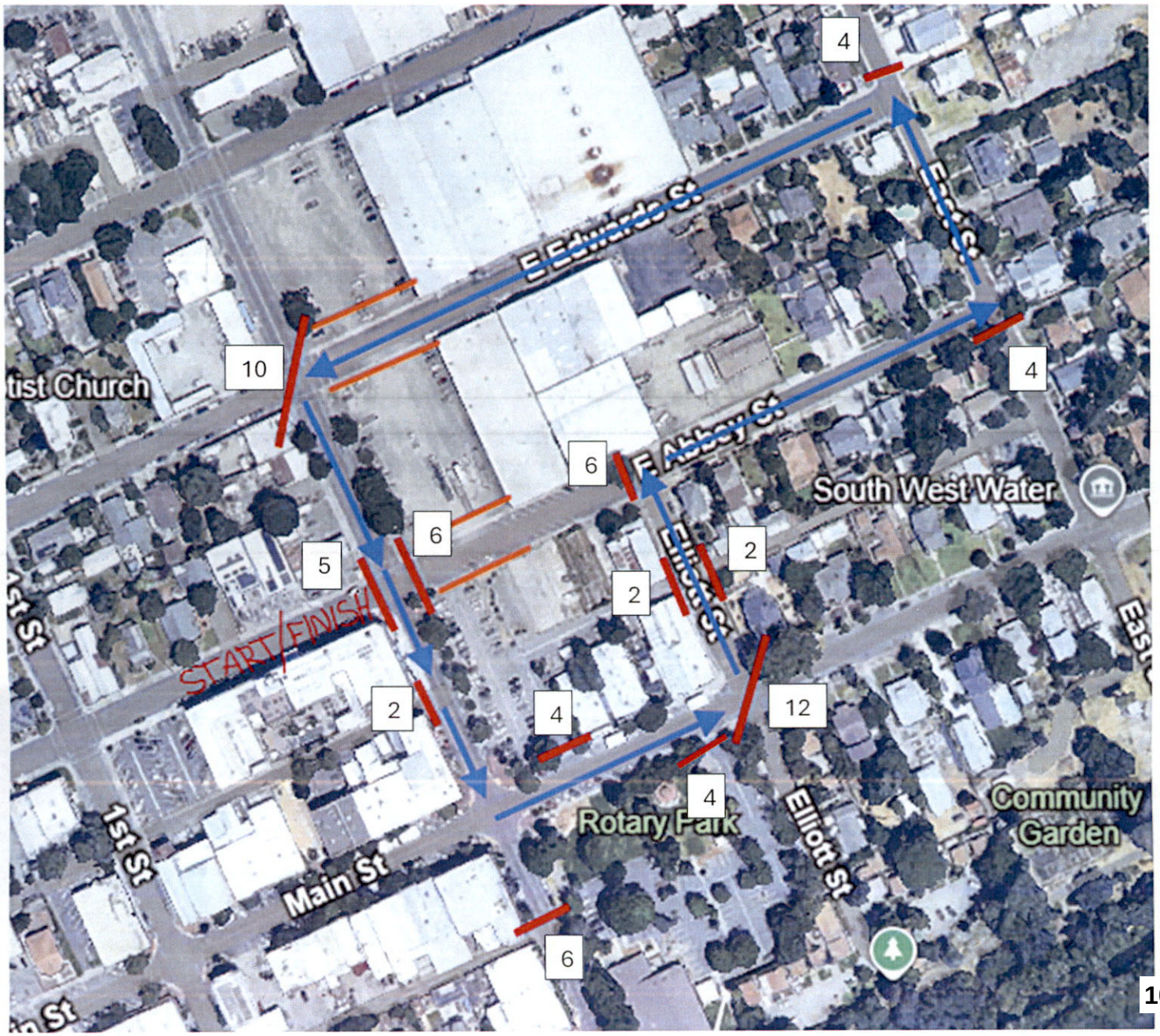
RECOMMENDATION:
Approve street closure along portions of E. Edwards St.(between Railroad Ave. and East St.), E. Abbey St. (between Railroad Ave. and East St.), Main St. (between Railroad Ave. and Elliott St.), East St. (between Railroad Ave. and E. Abbey St.), Elliot St. (between E. Abbey St. and Main St.) and Railroad Ave. (between E. Edwards St. and Main St.)_streets to serve as a race course for a bicycle criterium race from 6:00 am to 12:30 pm on August 23, 2025.

BACKGROUND:
The organizers of the Winters Criterium have requested to close several streets in downtown as depicted in Attachment 1 to serve as a race course for a series of races in the morning on August 23. The race will start and finish at Railroad Ave./E. Abbey. Racers will be on the course for limited times with breaks in between races, which will allow foot traffic to navigate into the downtown throughout the race morning. Organizers will be responsible for pedestrian access, and traffic control will be removed immediately following the final race's completion.

FISCAL IMPACT:
The City will charge the event for the cost of barricade installation and removal. No other staff time will be expended.

ATTACHMENTS:
1. Road Closure Course Map

- "DO NOT ENTER" signs at E. Main/East St. and E. Baker/East St. with barriers at E. Abbey St./East St. (north and south of course) as East St. is too narrow to facilitate vehicles turning in the street
- Diagonal barriers (red) Railroad/Edwards to facilitate s/b RR to w/b Edwards and e/b Edwards to n/b RR traffic
- Barriers north of the alley that runs behind Buckhorn shutting down Railroad (but allows access to Community Center and alley)
- Barriers at all alleyways wading to course:
    - Railroad between Turkovich/Hotel Winters
    - Steady Eddy's driveway on E. Main St.
    - Elliot St. north of E. Main St.
- Cones (orange) at the Mariani driveways to E. Edwards and E. Abbey and public parking (behind Steady Eddy's) to E. Abbey



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: August 5, 2025

FROM: Jeremy Craig, City Manager

SUBJECT: Discussion of Smoke-Free Outdoor Policy

RECOMMENDATION:
The City Council discusses a smoke-free outdoor policy.

BACKGROUND:
At its June 17th regular City Council meeting, the City Council received public comment requesting a discussion on banning smoking in all public spaces of the City. At the same meeting, a majority of the Council requested that the item be returned for further discussion.

DISCUSSION:
The Winters Municipal Code Section 2.62.020 sets out a current smoking prohibition policy in parks and recreational areas:

2.62.020 Smoking prohibited in parks and recreational areas.
A. No person shall smoke or use an e-cigarette within the boundaries of a park or recreational area except in a parking lot.
B. No person shall dispose of tobacco smoking waste or tobacco product waste within the boundaries of a park or recreational area, except in a designated waste disposal container located in a parking lot.
C. No person shall intimidate, threaten any reprisal, or effect any reprisal, for the purpose of retaliating against another person who seeks to attain compliance with this article. (Ord. 2016-02 § 3; Ord. 2004-02 § 2 (part))
2.62.030 Enforcement.
The remedies provided by this article are cumulative and in addition to any other remedies available at law or in equity.
A. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this ordinance shall also constitute a violation.
B. Violations of this chapter shall be prosecuted as infractions and shall be punished, at a minimum, by a fine of one hundred dollars ($100.00) for a first violation, two hundred dollars ($200.00) for a second violation and five hundred dollars ($500.00) for a third or subsequent violation.

C. Violations of this chapter are hereby declared to be public nuisances. (Ord. 2004-02 § 2 (part))

In addition, Chapter 2.60 (Smoking Pollution Controls) also prohibit smoking in city-owned facilities (including buildings owned/leased by the City), in city meetings inside facilities owned/leased by others, and city vehicles.

The request is being made to amend the ordinance to one of the following options:

Option 1: All public spaces

To prohibit smoking and tobacco use within twenty-five (25) feet of the following unenclosed places: (1) Recreational areas; (2) Service areas; (3) Outdoor dining areas; (4) Places of employment; (5) Public event areas; or (6) Other public places.

Option 2: Some public places

To prohibit smoking and tobacco use in the unenclosed areas of the following places within the City: (1) Recreational areas; (2) Service areas; (3) Outdoor dining areas; or (4) Public event areas.

Option 3: Public events and dining

To prohibit smoking and tobacco use within twenty-five (25) feet of the following unenclosed places: (1) Outdoor dining areas; (2) Any event at which a special event permit is issued by the City, such as farmer's markets, street fairs, street dances, etc., and where signs have been posted prohibiting smoking in an event area.

The proponents are supportive of Option 1, which bans smoking and the use of tobacco products in all public spaces.

Staff met with the Chamber of Commerce's economic development committee to discuss the proposed legislation and receive feedback, given the large number of businesses downtown involved with some of the public spaces being discussed. The committee's feedback included:

1. Why is the proposed distance set to 25 feet when the state guidance uses 20 feet? Preferred to be consistent.
2. They have great concern that this type of legislation regulates the use of private business spaces and how one chooses to conduct business.
3. They noted there are housing units downtown, and this would result in a de facto ban on residents smoking in their parking lot given the proximity to businesses.
4. The chamber and downtown businesses are heavily involved in many of the public events, and they do not see smoking being an issue due to so few observed smokers
5. Many back-of-the-house staff for downtown businesses step into the alleyway for a quick smoke break before returning to work, and no location within the downtown could allow that to occur under these proposed rules.

Given these many issues and concerns, the chamber committee recommended no change to the City's current smoking restrictions.

The police department noted they are unaware of any complaints related to public smoking they have ever received, and they have never issued a citation for smoking. The proposed provisions would impose an additional workload on an already very busy department during public events.

FISCAL IMPACT:
The additional cost to the City in relation to new signage and staff time to respond to complaints and issue citations is not known at this time, as it would depend on the final restrictions and how enforcement is designed for those restrictions.

ATTACHMENTS:
None.