

CONTRACT FOR SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, _____, by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and

The Pun Group
Consultant

6 Hutton Centre Drive, Suite Santa Ana California 92707
1200

MAILING ADDRESS CITY STATE ZIP

CONSULTANT'S STATE LICENSE CLASSIFICATION & NUMBER (if required)
hereinafter referred to as "Consultant".

WITNESSETH:

A. WHEREAS, CITY desires to enter into this Agreement for services for audit services related to the City's financial statements and perform Single Audit work.

B. WHEREAS, CITY desires to retain CONSULTANT to provide these services by reason of its qualifications, applicable license(s), and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

AGREEMENT

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. To eliminate doubt, in the case of conflict

between Consultant's proposal or Consultant's attachments and the City's Contract and attachments, the City's Contract and attachments shall take precedence over Consultant's proposal and attachments.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Agreement and shall be completed and this Contract terminated on Monday, June 30, 2031, unless otherwise extended in writing by the mutual agreement of both parties.

B. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid in accordance to the attached Payment Schedule in **Exhibit "C"**. Consultant charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on City's behalf. Such costs and disbursements include, for example, the following: mileage (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services. Consultant shall be reimbursed for expenses related to travel, for example (flights, hotels, meals). However, Consultant shall not make travel arrangements or incur costs on behalf of City without prior written authorization to incur said expenses and in no event shall total compensation under this Contract exceed Seven Hundred Two Thousand Six Hundred Thirty One Dollars and Zero Cents (\$702,631.00) without City's prior written approval.

B. Said amount shall be paid upon submittal of monthly billings showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by registered mail) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist City in providing the same.

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in Exhibit "A" in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused solely by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Commercial General Liability Insurance.

a. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) minimum limit for general aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

b. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided the City.

c. Coverage shall state that Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Coverage shall contain a waiver of subrogation in favor of the City.

2. *Automobile Liability.* If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than one million dollars (\$1,000,000) minimum limit per accident for bodily injury and property damage.

3. *Workers' Compensation and Employers' Liability.* Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

4. *Professional Liability.* Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception

date, continuity date, or retroactive date must be before the effective date of this agreement, and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

5. All Coverages.

a. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

c. Evidence of Insurance - Prior to commencement of work, the Consultant shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Consultant must agree to provide complete, certified copies of all required insurance policies if requested by the City.

d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.

e. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Consultant.

6. No other provision of this Agreement or any attachment thereto shall reduce the insurance or indemnity obligations imposed under this Section.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

17. MISCELLANEOUS PROVISIONS:

A. Compliance with Laws. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Unlawful Acts. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Record Retention. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. Notice. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:

Melissa Munoz
Interim Assistant Finance Director
City of Manteca
1001 W. Center St.
Manteca, CA 95337

Consultant:

Frances J. Kuo
Managing Partner
The Pun Group
6 Hutton Centre Drive, Suite 1200
Santa Ana, California 92707
949-777-8805
frances.kuo@pungroup.cpa

E. Governing Law and Venue. This Contract shall be interpreted and governed by the laws of the State of California, and any legal action relating to this Contract shall take place in the Superior Court, County of San Joaquin.

F. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Contract.

G. Severability. If any provision of this Contract is held to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall continue in full force and effect.

H. Mediation. In the event of any controversy or claim arising out of or relating to this Agreement or the Services provided by Consultant (each referred to as a "Dispute" and all collectively referred to as the "Disputes"), the Parties shall try to resolve all Disputes through good faith, direct discussions involving the representatives of each Party who possess the necessary authority to resolve such Dispute. If direct discussions are unsuccessful in resolving

a Dispute, the Parties shall endeavor to resolve the matter by mediation through and administered by JAMS or its successor in interest. JAMS shall provide the parties with the name of five (5) qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

I. Costs and Attorney' Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

J. Entire Agreement. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

K. Execution. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

L. Authority to Enter Agreement Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Contract. Each party warrants to the other that the signature to this Contract have the legal power, right, and authority to enter into this Contract and to bind each party.

CITY OF MANTECA

By: _____
Gary Singh, Mayor

ATTEST:

By: _____
Cassandra Candini-Tilton, City Clerk

APPROVED AS TO FORM:

By: _____
Riana Daniel, Interim City Attorney

CONSULTANT

By: 
Title: Managing Partner

EXHIBIT A

Scope of Work/Consultant Proposal



January 15, 2026

Proposal for Auditing Services

CONTACT

Frances J. Kuo, CPA, CGMA
Managing Partner

EMAIL

frances.kuo@pungroup.cpa

ADDRESS

2121 North California Boulevard
Suite 290
Walnut Creek, CA 94596

www.pungroup.cpa



In Memoriam
Kenneth H. Pun, CPA, CGMA
Founder

WHY CHOOSE THE PUN GROUP LLP?

“ The Pun Group’s most valuable asset is our people, they and their deep experience drive our every interaction with clients. ”

- Big firm expertise, small firm values
- Personal attention meets technical expertise
- A unique firm culture
- Innovation embraced
- Achievable plans to move your organization forward

The Pun Group LLP is recognized for its professionalism, integrity and for providing clients with practical solutions unique to their circumstances and issues. You will receive a superior level of service and a quality audit.

Thank You!

Thank you for allowing us to submit our qualifications to provide you with Audit Services.

The Pun Group, LLP

The Pun Group LLP
Certified Public Accountants and Business Advisors

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For the 5th consecutive year,
The Pun Group has been honored with
the "Best of Accounting" Award.



The Pun Group LLP is proud to have won 2025's Best of Accounting® award from ClearlyRated for consistently delivering exceptional service to its clients for the fifth consecutive year.

Winners of such awards have proven to be industry leaders in service quality based entirely on ratings provided by their clients. On average, clients of 2025 Best of Accounting winners are 70% more likely to be satisfied than those who work with non-winning firms.

"I am pleased to introduce the 2025 Best of Accounting winners alongside their validated service ratings on ClearlyRated.com," said ClearlyRated's CEO, Eric Gregg. "These firms have demonstrated a remarkable commitment to delivering amazing experiences despite another year of upheaval and macroeconomic uncertainty. Hats off to these service leaders - it's truly an honor to recognize and celebrate their achievements."

The Pun Group LLP received satisfaction scores of 9 or 10 out of 10 from 94.1% of their clients, significantly higher than the industry's average of 50%.

Our firm excelled in five key areas: Responsiveness, Quality, Value, Needs Understanding, and Proactive Approach.

About ClearlyRated

Rooted in satisfaction research for professional service firms, ClearlyRated utilizes a Net Promoter® Score survey program to help professional service firms measure their service experience, build an online reputation, and differentiate on service quality.

For the 3rd consecutive year, **INSIDE Public Accounting** has recognized The Pun Group as one of the Top 500 Firms and one of the fastest-growing firms.



"Excellent customer service and staff and partners are expert in their fields."

Lani H.

State and Local Government Client



"The Firm has consistently exceeded our expectations as an auditor."

Clint O.

State and Local Government Client



"We started using Pun Group when the pandemic first started two years ago so had a little apprehension about doing everything remotely with a new firm. But the audit went very well and was completed on time without problem."

Kevin W.



"An excellent partner and amazing service."

Jim T.

Private Sector Client





January 15, 2026

www.pungroup.cpa

City of Manteca
Melissa Munoz, Interim Assistant Finance Director
1001 W Center Street
Manteca, CA, 95337

Re: RFP for Audit Services

Dear Melissa Munoz:

Please allow us to introduce our Firm and share our qualifications and proposed services plan for the City of Manteca (the "City") according to your Request for Proposals for Audit Services for the beginning with the fiscal year ending June 30, 2026, with the option to renew for an additional two fiscal years.

The Pun Group LLP (the "Firm") has the knowledge and experience necessary to become the City's next public accounting firm and the work plan to ensure a smooth process.

This letter is an acknowledgment of the Firm's understanding of the work to be performed. We are offering our commitment to deliver all of the required work, complete the audit, and issue the necessary auditor's reports within the periods outlined by the City. No subcontractors will be utilized for this engagement.

The Pun Group is the right choice for the City of Manteca because:



We Understand the Demographics and Your Needs. The Pun Group is reputable for its governmental practice. We are the principal auditors for cities in California such as Ventura, Coachella, Corona, Fresno, Gilroy, Lakewood, Montebello, National City, Salinas, San Mateo, Santa Clarita, Tracy, and several others. Accordingly, the proposed engagement team has a deep understanding of the current issues that municipalities are facing, such as varying demographics, economic environments, and the constantly changing landscape of laws and regulations.



Recognized Leader in the Governmental Industry. We are a small national Firm with licenses in the States of California, Arizona, and Nevada and a proven leader in professional services to the government sector. All key engagement team professionals are licensed to practice as Certified Public Accountants and meet the Continuing Professional Education requirements under US GAO's Government Auditing Standards to perform the proposed audits. The partners and all employees proposed to perform the requested services do not have a record of substandard audit work nor have any outstanding claim of substandard practice or unsatisfactory performance pending with the State Board of Accountancy or other professional organizations. In addition, we are members of the national AICPA Audit Quality Center.

We strongly believe that part of our success is credited to our professionals' participation in various industry-leading organizations. Such affiliations are critical to addressing emerging accounting and auditing issues within the industry environment.



You'll Work with a Team that Embraces Innovation and Continuous Improvement. Our Firm is committed to continuous improvement as it relates to service delivery. We embrace innovation and identify areas of technological enhancements in our audit and project management approaches. For example:

Secure Data File Transfer System. 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, including the upload of large-size files. It means all our requests are in one place, updated in real-time, and accessible by everyone working on the engagement. Not only makes the operation more cost-efficient, but it also enables you and your team to spend your time getting the job done, not reconciling a messy list of outstanding items. In addition, Suralink's dashboard allows you to visualize the process of document-request fulfillment.

AI Auditor. The Pun Group leverages the technology and research tools required to provide excellent services to its clients. With the usage of Artificial Intelligence (AI) technology, the Firm is capable of issuing all reports requested faster than other audit firms without exposing the City to unnecessary risks.

Remote and Hybrid Auditing Capability. At our firm, we have fully embraced a hybrid approach to auditing, combining the flexibility of remote work with the benefits of on-site engagement. While we are fully equipped with advanced technology to perform audits remotely when needed, our preferred method is a hybrid model — balancing remote efficiency with in-person collaboration to deliver the highest quality service to our clients. We continue to offer on-site auditing as needed to best meet client needs.



Knowledge is Shared with You. As part of our pledge to keep you updated on new technical accounting and financial issues, we implemented our 2025 *Virtual* Government Accounting Conference, which qualifies for up to 15 hours of CPE – nearly double what other firms offer. These online sessions are free of charge and part of the service package provided to you. More details and dates can be found on the "*Client Training Webinars*" topic under this proposal.

The Pun Group is proud of its inclusive values and is an avid promoter of equality and diversity. In addition, the Firm is an equal-opportunity employer and complies with all federal and state hiring requirements. We're proud of supporting affirmative-action philosophies and work hard to provide opportunities for self-enhancement to members of disadvantaged groups.

This proposal is a firm and irrevocable offer valid for ninety (90) days following the closing date for the receipt of all proposals. We also acknowledge the receipt of the Q&A dated 01/09/2026.

Finally, we would like to emphasize one additional point: **We want to earn your trust and your business!** We are confident that the energetic and experienced team we have assembled is the right one for the City.

Our commitment to serving the City of Manteca cannot be adequately conveyed in a letter, and I look forward to continuing the discussion with you. I'm assigned as your primary contact for contract negotiations. I'm also authorized to legally bind the Firm. Should you have any questions or wish to discuss this proposal, please do not hesitate to contact me at (949) 777-8805 or by email at frances.kuo@pungroup.cpa.

Sincerely,

Frances J. Kuo, CPA, CGMA | Managing Partner | The Pun Group LLP
2121 North California Boulevard, Suite 290, Walnut Creek, CA 94596

Independence

The Pun Group ^{LLP} requires all employees to adhere to strict independence standards concerning the Firm's clients. These independence standards exceed, in many instances, the rules promulgated by the American Institute of Certified Public Accountants (AICPA).

The Firm certifies that it is independent of the City of Manteca and its component units. The Firm meets independence requirements defined by the United States Government Accountability Office's (US GAO's) Government Auditing Standards and the American Institute of Certified Public Accountants (AICPA). Based on that, we have not identified an instance that constitutes a conflict of interest relative to performing the services requested by the City.

The Firm had no relationship with the City of Manteca or its component units during the past five (5) years.

The Firm will give the City of Manteca written notice of any professional relationships entered into during the period of the engagement.

Insurance

If selected, the Firm will obtain and maintain the minimum insurance requirements during the entire execution of the agreement with the City of Manteca. Within ten days from the implementation of the contract, we will furnish the City of Manteca with satisfactory evidence of the insurance requirements and proof that each carrier is required to give at least 30 days prior written notice of the cancellation of any policy during the entire period of the agreement. The City of Manteca will be named as an additional named insured under the Firm's policies.

A copy of our current certificate of insurance is presented in the *Appendices* section of this proposal.

License to Practice in California

The Firm and all key professional staff are licensed by the State of California to practice as Certified Public Accountants and meet the Continuing Professional Education requirements under US GAO's Government Auditing Standards to perform the proposed audits.

Firm Registration:

California State Board of Accountancy Number – PAR 7601
Federal Identification Number – 46-4016990

Firm Qualifications and Experience

Established in 2012, The Pun Group, LLP stands as a limited liability partnership comprising a team of sixty dedicated professionals who specialize in providing auditing, accounting, and advisory services. Our firm, which includes Certified Public Accountants and Business Advisors, has garnered recognition as one of the foremost accounting entities in Orange County, as acknowledged by the Orange County Business Journal. Additionally, we proudly secure a place among the CalCPA Top 150 firms.

Our distinction within the industry lies in the fusion of hands-on experience and pragmatic knowledge demonstrated by our audit professionals. This combination sets our firm apart. We possess a profound grasp of prevailing regulations and issues bolstered by our technical acumen. Furthermore, our commitment to diligence, integrity, and collaborative teamwork is evident in every engagement we undertake, thus contributing to our clients' success.

The Partners' Group is a distinguished assembly comprising notable professionals such as Frances Kuo, Coley Delaney, Andrew Roth, John Georger Jr., Jim Fritzsche, and Sophia Kuo. We specialize in providing auditing, accounting, and advisory services to numerous governmental entities across the United States. With a collective experience of over two centuries, we have established ourselves as a trusted business ally and have gained recognition as industry leaders in a rapidly expanding market. Our dedication to the field is evident through our work with nearly 100 government and not-for-profit audit clients, demonstrating our unwavering passion and unparalleled municipal experience.

Moreover, our practices adhere to professional standards embraced nationwide within the United States of America, including the rigorous criteria outlined in the *Government Auditing Standards* issued by the Comptroller General of the United States.

The Firm's headquarters are located in Orange County, California, with five branches in San Diego, Walnut Creek, Sacramento (California), Las Vegas (Nevada), and Phoenix (Arizona).

The *Walnut Creek Office*, located at 2121 North California Boulevard, Suite 290, Walnut Creek, CA 94596, will perform the requested services for the City. However, we may assign additional staff from our other offices to the engagement at no extra cost to the City. No subcontractors will be used in this engagement.

Global Capabilities

The Pun Group LLP is an independent member of Allinial Global, an association of over 100 independent accounting and consulting firms. Based in North America, Allinial Global offers international support by connecting its member firms to providers and global networks of accounting firms worldwide.

OUR FIRM AT A GLANCE



60 full-time auditing, accounting, tax and advisory professionals



One of the fastest growing firms serving California, Nevada and Arizona



Client retention rate: 90 – 95%



6 offices across 3 states



OUR AFFILIATIONS



Full-Time Government Auditors

The Pun Group LLP delivers big-firm technical expertise with small-firm responsiveness. Our professionals bring extensive experience from national firms and apply that knowledge through a hands-on, partner-led approach that emphasizes consistency, accountability, and strong client relationships. Every engagement is staffed by experienced government auditors who take the time to understand each client's operations and priorities.

Our firm culture is rooted in collaboration and personalization. We work closely with our clients as trusted advisors, maintain low personnel turnover, and provide consistent staffing throughout the engagement. This approach supports efficient audits, clear communication, and dependable service year after year.

As full-time government auditors, we understand the complex regulatory environment in which public agencies operate and the importance of effective financial and resource management. We apply a risk-based audit approach supported by secure, modern technology that enhances efficiency and data protection. Our use of integrated audit and workflow tools enables real-time collaboration, secure document exchange, and streamlined request tracking, reducing administrative burden on staff while supporting timely, high-quality audit results.

Our Services

Our partners and seasoned professionals are always available, guiding clients through their periods of rapid growth as well as difficult times. We are able to do that by offering a portfolio of accounting services that are as diverse as the jurisdictions and entities themselves. The Pun Group LLP has successfully provided professional auditing, accounting, financial reporting, and management advisory/consulting services to a broad spectrum of governmental entities.



ASSURANCE

- Financial statements audits
- Compliance audits
- Performance audits
- Internal audits
- Service organization controls audits



ADVISORY

- Operational reviews/risk advisory services
- Forensic investigation
- Financial condition analysis
- Organizational structure review
- Cash flow analysis
- Debt restructuring consultation
- Litigation restructuring consultation



OTHER SERVICES

- Assistance with the preparation and review of the Annual Comprehensive Financial Report
- Government property lease excise tax compliance review
- Sub-recipient monitoring
- Implementation of new GASB pronouncements
- Audit readiness services
- Contract Finance Director/Accountant services

Peer Review

Being a member of the American Institute of Certified Public Accountants (AICPA), The Pun Group LLP is required to obtain an independent peer review of our audit and accounting practice every three (3) years. The peer reviewer assessed the Firm's quality-control policies, reviewed administrative records, interviewed professional personnel, and inspected the Firm's working papers and reports from a representative sample of accounting and auditing engagements, including governmental audits. The reviewer concluded that the Firm fully complied with the AICPA's stringent standards for quality control and issued a peer review rating of "Pass."

A copy of our most recent peer review is presented on the following page.



Report on the Firm's System of Quality Control

To the Partners of THE PIN GROUP, 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 The Pin Group, LLP (the firm) in effect for the year ended December 31, 2023. 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/peerreview. The summary also includes an explanation of how engagements identified as not performed or reported on 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 and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of 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 on in conformity with the requirements of applicable professional standards, when appropriate, and for remedying weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

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

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As 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.

Peer Review Report Page 2 of 2

In our opinion, the system of quality control for the accounting and auditing practice of The Pin Group, LLP in effect for the year ended December 31, 2023, 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. The Pin Group, LLP has received a peer review rating of pass.

GVL LLP

Ontario, California December 30, 2024

CPAs - Advisors 4223 Carsons Suite 100, Manteca, CA 91764 503.942.8990 | 503.641.6166 | FAX 503.942.8632 info@gvcpa.com www.gvcpa.com

CPAmerica Member Firm Central



Federal or State Desk Review

No federal or state desk reviews or field reviews have been undertaken of any audits performed by the Firm or any of its partners, managers, or professionals during the past three (3) years.

Disciplinary Action

State regulatory bodies or professional organizations have taken no disciplinary action against the Firm or any of its partners, managers, or professionals during the past three (3) years.

The Firm has no conditions such as bankruptcy, pending litigations, planned office closures, mergers, or any organizational conflict of interest that may affect the ability of the Firm to perform the required duties requested by the City of Manteca.

Partner, Supervisory, and Staff Qualifications and Experience

Engagement Team

The Pun Group LLP is well positioned to provide audit services that meet the City of Manteca's professional, regulatory, and reporting requirements. Our engagement team brings extensive experience auditing California municipalities with similar operations, financial systems, and reporting frameworks, enabling us to deliver a thorough, independent, and risk-based audit. The assigned Engagement, Technical, and Quality Control Partners will remain actively involved throughout the engagement, ensuring consistency, accountability, and a seamless audit process from planning through report issuance.

Our team is experienced in the application of GASB pronouncements, Single Audit requirements, Uniform Guidance, and the auditing of complex governmental fund structures. As full-time governmental auditors, we understand the City's regulatory environment and intergovernmental relationships and leverage this understanding to deliver an efficient, well-coordinated audit with minimal disruption to City staff.

The Firm prioritizes continuity of personnel and direct partner involvement to promote effective communication, institutional knowledge retention, and timely completion of all deliverables. Should personnel rotation be required to maintain independence, the Firm has sufficient depth to assign individuals of equal or higher qualifications.



Frances J. Kuo, CPA, CGMA | Engagement/Lead Partner

Frances Kuo is the Managing Partner at the Firm. She has extensive experience in providing audit and advisory services to local government agencies, including public pension plans, cities, counties, special districts, community colleges, and joint powers authorities, as well as not-for-profit organizations. Ms. Kuo brings a wealth of experience from her background in audits and advisory services in areas such as internal controls, policy development, and accounting system implementation. She is a Certified Public Accountant and a Chartered Global Management Accountant.

In her capacity as the Engagement/Lead Partner, Ms. Kuo will be overseeing the Engagement Team, developing the audit plan, reviewing fieldwork for quality, approving final reports, and communicating with the designated City team. for quality, approving final reports, and communicating with the designated City team.



Coley Delaney, CPA | Technical/Concurring Partner

Coley Delaney serves as a Partner in The Pun Group, LLP's Assurance division, leveraging his extensive fifteen years of accounting and auditing expertise. Over the course of his career, he has undertaken audits and various attestation services for numerous governmental entities across California. These encompass cities, counties, transportation agencies, public financing authorities, housing authorities, redevelopment agencies, and special districts. He holds the distinction of being a Certified Public Accountant.

In his role, Mr. Delaney will assume the position of Technical/Concurring Partner. This entails conducting a secondary review of crucial high-risk areas, audit reports, and the resolution of significant accounting, auditing, and reporting concerns.



John ("Jack") F. Georger, CPA, CIA, CGMA | GASB Implementation Specialist

John ("Jack") F. Georger, CPA, CIA, CGMA, serves as The Pun Group LLP's Chief GASB Implementation Specialist and provides secondary quality control oversight for governmental engagements. With more than forty years of experience, including leadership roles with Big Four and national firms, Jack brings deep technical expertise in GASB implementation, governmental financial reporting, and compliance auditing for cities, counties, transportation agencies, and not-for-profit organizations. He supports engagement teams on complex accounting issues and new GASB pronouncements, performs independent technical and quality reviews, leads the Firm's Peer Review practice under the AICPA, and serves as a technical reviewer for the CCH Knowledge-Based Audits™ of State and Local Governments with Single Audits, the GAAP Guide (FASB), and the Governmental GAAP Guide (GASB).



Ross Gotthoffer, CPA, MAcc | Quality Control Reviewer

With over two decades of experience, Mr. Gotthoffer has worked extensively with local firms in Florida and California, collaborating with various governmental bodies, including cities, special districts, charter schools, and nonprofits. He has provided financial and compliance audits, along with valuable consulting services. Additionally, Mr. Gotthoffer is the technical reviewer for industry-standard resources like the CCH Knowledge-Based Audits™ of State and Local Governments, GAAP Guide (FASB), and Governmental GAAP Guide (GASB).

As our firm's Quality Officer, Mr. Gotthoffer guides clients on complex accounting issues and supports the engagement team in audit-related challenges. He meticulously reviews all reports to ensure the highest quality and professional standards. He is a Certified Public Accountant in California and Florida.



Mark Hu, CPA | Engagement/Project Manager

Mark is an Assurance Services Manager within the Firm. He will work with the engagement team and the finance personnel during the auditing process. He is a Certified Public Accountant.

In his role as Engagement/Project Manager, Mark will oversee day-to-day audit operations, ensuring the timely and efficient delivery of services in alignment with the agreed-upon audit plan. He will serve as the primary point of contact for your team, coordinating fieldwork, supervising staff, and providing regular progress updates to both engagement leadership and your management team. His hands-on approach ensures open communication, responsive service, and a high standard of work throughout the engagement.



Kassandra Ellis | Supervisor

Kassandra is Assurance Services Supervisor within the Firm. She will secure the effective implementation of the services approach while assisting in the timely delivery of the requested services. Ms. Ellis possesses a Bachelor of Science (B.S.) in Business Administration, Specialization: Accounting from California State University Fresno.

In her supervisory capacity, Kassandra will serve as a primary point of contact for your team, working closely with Meng Wu, Senior Auditor, to provide regular updates on the engagement's progress and coordinate communications with the engagement leaders and your staff.



Meng Wu, CPA | Senior Auditor

Meng Wu, CPA, serves as a Senior Auditor and will play an integral role in the execution of the City's audit. She will support the timely and efficient delivery of all audit services, applying her strong technical expertise and attention to detail throughout the engagement.

Meng holds a Master's degree in Professional Accountancy from the University of California, Irvine, and brings a disciplined, quality-focused approach that contributes to accurate audit results and effective team coordination.

Continuing Education and Professional Development

Because of our commitment to providing the highest quality of services to the City, we provide our professionals with technical training to ensure our people stay current on topics within the industry sectors and better equip themselves to serve our clients.

All professionals are required to obtain continuing education that exceeds the requirements of the American Institute of Certified Public Accountants (AICPA) and, where applicable, *Government Auditing Standards*. Our professionals participate in continuing education programs through the following means:

- Governmental Accounting and Auditing Conference sponsored by AICPA.
- Webinar sponsored by AICPA Government Audit Quality Center.
- Annual Conference sponsored by California Society Municipal Finance Officers.
- Governmental Accounting and Auditing Conference sponsored by CalCPA.
- The Pun Group in-house training on government-specific topics, including but not limited to GASB updates, Government Auditing Standards Revision, Fraud in State and Local Governments, COSO Internal Control-Integrated Framework, Audit of State and Local Governments, Single Audit, and Mindbridge AI Auditors™.



In 2025, our government professionals received an average of 52 hours of continuing professional education, compared with the 40 hours of accounting industry requirement.

By expanding our knowledge through these seminars/conferences, we can provide the right solutions to our clients.

Staff Continuity

The Pun Group LLP is committed to maintaining staff continuity throughout audit engagements, and we can assure you that the partners assigned to this audit will be involved throughout the entire contract term.

While we cannot guarantee that our staff-level members will stay with the Firm, we encourage loyalty by paying competitive wages, offering opportunities for promotion, using state-of-the-art equipment, and providing excellent working conditions. Also, we offer benefits, including retirement plans, medical plans, profit-sharing programs, and continuing education.

Quality-Control System

Our Firm meticulously monitors the quality and contents of our reports. The Pun Group LLP is 100% committed to providing only the highest grade of work possible for our clients and for those who rely on our audits. The Firm strives to exceed professional industry standards because of the continuing respect for our clients and our emphasis on creating long-lasting relationships. The Pun Group LLP works exclusively with those who share the same moral integrity and values. Our quality-control system has been crafted with excellence in mind. It not only meets AICPA standards but also matches our own elevated standards, which include following various professional development activities.

Engagement Team Resumes

The City of Manteca deserves experienced professionals who work as a team. The Pun Group LLP will provide qualified professionals to perform the audit. No subcontractors and/or consultants will be utilized to perform the requested services. Resumes for key engagement team members are presented as follows:



Frances J. Kuo
CPA, CGMA

Engagement/
Lead Partner



EMAIL
frances.kuo@pungroup.cpa



WEBSITE
www.pungroup.cpa

Expertise:



CITIES



COUNTIES



TRANSPORTATION
AGENCIES



ENTERPRISE
OPERATIONS



HIGHER
EDUCATION



NOT-FOR-PROFIT

Licensed to Practice in:
California
Arizona

EXPERIENCE

Frances Kuo serves as the Managing Partner at The Pun Group, LLP, bringing over seventeen years of experience in accounting and auditing. Her expertise spans engagements with governmental agencies, not-for-profit entities, and employee benefit plans. Frances excels in conducting financial audits compliant with GAO Yellow Book standards and compliance audits aligned with the Uniform Guidance framework, formerly known as OMB Circular A-133 standards.

In her role, Frances has led audits and provided attestation services to various municipalities across California. Her clientele includes cities, counties, successor agencies of former redevelopment agencies, housing authorities, public financing authorities, special districts, and transportation agencies. Frances's contributions have been pivotal in assisting clients in producing Annual Comprehensive Financial Reports in accordance with GASB Statement No. 34.

Within the firm, Frances takes on the role of an in-house instructor, dedicatedly providing theoretical and on-the-job training to junior staff members. She has played a key role in developing comprehensive training materials covering topics such as the risk-based audit approach, GASB Statement No. 34 reporting, Single Audits, and employee benefit plan audits.

Frances also provides peer review services to other CPA firms under the practice monitoring Program of the AICPA.

EDUCATION

University of California, Riverside
B.S. Degree – Business Administration, Emphasis in Accounting

University of California, Riverside
B.A. Degree – Economics

LEADERSHIP & AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)
- Member, California Society of Municipal Finance Officers (CSMFO)
- Member, Government Finance Officers Association (GFOA)

RELEVANT EXPERIENCE

- City of Coachella
- City of Culver City
- City of Monterey
- City of Palm Springs
- City of Seal Beach
- City of Corona
- City of Desert Hot Springs
- City of Paramount
- City of Santa Clarita
- City of Vernon

CONTINUING PROFESSIONAL EDUCATION

Various courses are offered by the Firm online through Thompson Reuters, AICPA, and CalCPA Education Foundation, including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.



Coley Delaney
CPA

Technical/
Concurring Partner



EMAIL
coley.delaney@pungroup.cpa



WEBSITE
www.pungroup.cpa

Expertise:



CITIES



COUNTIES



TRANSPORTATION
AGENCIES



SPECIAL
DISTRICTS



HIGHER
EDUCATION



NOT-FOR-PROFIT

Licensed to Practice in:
California

EXPERIENCE

Coley Delaney holds the position of Partner within The Pun Group, LLP's Assurance division. With an extensive background spanning fifteen years in accounting and auditing, Coley's professional experience encompasses collaborations with governmental agencies, not-for-profit entities, and private for-profit entities. His specialization lies in conducting financial audits adhering to GAO Yellow Book standards, as well as compliance audits in alignment with Uniform Guidance (previously known as OMB Circular A-133).

Throughout his career, Mr. Delaney has successfully executed audits and various attestation services for multiple governmental agencies across California. This includes engagement with cities, counties, redevelopment agencies, public financing authorities, housing authorities, transportation agencies, and special districts. His contributions have facilitated the accurate preparation of Comprehensive Annual Financial Reports in accordance with GASB Statement No. 34.

Beyond his client-facing responsibilities, Mr. Delaney is actively involved in internal capacity building. He is involved in developing training materials and sharing his expertise with fellow professionals within the firm. Additionally, Coley is a sought-after speaker for in-house seminars that delve into subjects related to government auditing standards and Single Audits.

EDUCATION

University of California, Santa Barbara
B.A. Degree – Business Economics, Emphasis in Accounting

LEADERSHIP & AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)

RELEVANT EXPERIENCE

- City of National City
- City of Encinitas
- City of Shafter
- City of Fairfield
- City of Industry
- City of San Bernardino
- City of Escondido
- City of Stockton
- City of Hermosa Beach
- San Diego Metropolitan Transit System

CONTINUING PROFESSIONAL EDUCATION

Various courses are offered by the Firm online through Thompson Reuters, AICPA, and CalCPA Education Foundation, including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.



John F. Georger, Jr.
CPA, CIA, CGMA

GASB
Implementation
Specialist



EMAIL
jack.georger@pungroup.cpa



WEBSITE
www.pungroup.cpa

Expertise:



CITIES



COUNTIES



TRANSPORTATION
AGENCIES



ENTERPRISE
OPERATIONS



HIGHER
EDUCATION



NOT-FOR-PROFIT

Licensed to Practice in:
California
Arizona
Nevada

EXPERIENCE

Jack Georger is the Chief GASB Implementation Specialist within The Pun Group LLP's Assurance division. By leveraging more than forty years of public accounting and auditing experience in the government, agribusiness, financial services, manufacturing, and nonprofit sectors, Mr. Georger brings in-depth knowledge and practical expertise to each engagement.

Jack coordinates, plans, and manages financial audit activities, consulting activities, federal and state compliance audit activities, performance audits, and numerous quality control and internal control reviews for a broad mix of governmental agencies and programs throughout the United States.

Mr. Georger leads our Peer Review department providing peer review services to other firms under the practice monitoring program of the AICPA.

Mr. Georger is a continuing professional education course instructor for the AICPA. Annually, he instructs over 300 hours in accounting and auditing subjects. Jack has authored training material in governmental accounting and auditing for the AICPA. He is the technical reviewer of the CCH Knowledge-Based Audits™ of State and Local Governments with Single Audits, GAAP Guide (FASB), and Governmental GAAP Guide (GASB).

Mr. Georger is licensed to practice as a certified public accountant in the states of California, New York, Virginia, Maryland, the District of Columbia, Nevada, Missouri (inactive), Connecticut (inactive), and Wyoming (inactive). He is a Certified Internal Auditor (CIA).

EDUCATION

George Mason University Fairfax, Virginia
B.S. Degree – Accounting



LEADERSHIP & AFFILIATIONS

- Member and Instructor, American Institute of Certified Public Accountants (AICPA)
- Member, Institute of Internal Auditors
- Member, California Society of Certified Public Accountants (CaICPA)
- Member, New York Society of Certified Public Accountants (NYSSCPA)
- Chairman, NYSSCPA Government Accounting and Auditing Committee
- Member, NYSSCPA Auditing Standards Committee
- Member, NYSSCPA Sustainability Committee
- Member, NYSSCPA Not-for-Profit Committee
- Nevada Society of Certified Public Accountants (NSCPA)
- Member, Government Finance Officers Association (GFOA) – Reviewer
- Member, Institute of Internal Auditors

CONTINUING PROFESSIONAL EDUCATION

He has instructed over 300 hours of municipal accounting courses offered by the AICPA.

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.



Ross Gotthoffer
CPA, MAcc

Quality Control
Reviewer



EMAIL
ross.gotthoffer@pungroup.cpa



WEBSITE
www.pungroup.cpa

Expertise:



CITIES



COUNTIES



TRANSPORTATION
AGENCIES



ENTERPRISE
OPERATIONS



HIGHER
EDUCATION



NOT-FOR-PROFIT

Licensed to Practice in:
California
Florida

EXPERIENCE

Ross Gotthoffer, a Director in The Pun Group LLP's Assurance division, boasts over two decades of public accounting and auditing experience across diverse sectors such as government, agribusiness, financial services, manufacturing, and nonprofits. His wealth of knowledge and practical expertise enhances every engagement.

As a seasoned Quality Control Reviewer at the CPA firm, Mr. Gotthoffer ensures the highest standards of accuracy and compliance. His meticulous approach encompasses the evaluation of financial statements, auditing processes, and regulatory adherence. With a proven track record, he actively contributes to enhancing overall quality control protocols, providing valuable insights, and fostering a culture of excellence within the organization.

Mr. Gotthoffer's responsibilities include conducting comprehensive quality reviews of all reports, ensuring that audits align with both firm and professional standards. He serves as a key resource for technical and operational issues, bringing a depth of expertise to the role. Additionally, Mr. Gotthoffer holds the position of technical reviewer for significant publications like CCH Knowledge-Based Audits™ of State and Local Governments with Single Audits, GAAP Guide (FASB), and Governmental GAAP Guide (GASB).

EDUCATION

University of South Florida, Tampa, Florida
Master of Accountancy (MAcc)

LEADERSHIP & AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, Florida Institute of Certified Public Accountants (AICPA)
- Member, Government Finance Officers Association (GFOA) – Reviewer

CONTINUING PROFESSIONAL EDUCATION

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.



Mark Hu
CPA

Engagement/
Project Manager



EMAIL
mark.hu@pungroup.cpa



WEBSITE
www.pungroup.cpa

Expertise:



CITIES



TRANSPORTATION
AGENCIES



ENTERPRISE
OPERATIONS



NOT-FOR-PROFIT

Licensed to Practice in:
California

EXPERIENCE

Mark Hu, CPA, is an Assurance Services Manager at The Pun Group LLP with more than eight years of experience in providing accounting and audit services, internal control and risk evaluation, and business consulting to privately held and public companies. Mr. Hu has worked with clients in a variety of industries, including large not-for-profit entities, insurance carriers, manufacturing and distribution, and government entities.

Mark has been responsible for managing, planning, and performing financial and regulatory external and internal audits and for developing and conducting internal control procedures and risk assessment evaluations. He has evaluated key processes within companies to determine areas of operation and efficiencies for potential internal control weaknesses, developed findings into recommended courses of action, and reported comments and recommendations for resolution.

Mr. Hu has provided accounting support services to local not-for-profits and governments, including financial statement analysis and preparation.

EDUCATION

Hofstra University, New York
M.S. Degree – Accounting

LEADERSHIP & AFFILIATIONS

- Member, California Society of Certified Public Accountants (CalCPA)

RELEVANT EXPERIENCE

- City of Stockton
- City of South Gate
- Alameda County Water District
- City of Lodi
- City of Port Hueneme
- City of Menlo Park
- City of Gilroy
- West Valley Water District
- Zone 7 Water Agency
- City of Pacific Grove
- City of San Mateo
- City of Monterey Park

CONTINUING PROFESSIONAL EDUCATION

Various courses are offered by the Firm online through Thompson Reuters, AICPA, and CalCPA Education Foundation, including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.



Kassandra Ellis
Supervisor

 **EMAIL**
Kassandra.ellis@pungroup.cpa

 **WEBSITES**
www.pungroup.cpa

Expertise:

-  CITIES
-  TRANSPORTATION AGENCIES
-  CHILD CARE AGENCIES
-  ENTERPRISE OPERATIONS
-  NOT-FOR-PROFIT
-  SINGLE AUDIT COMPLIANCE

EXPERIENCE

Kassandra Ellis, a seasoned professional, currently holds the position of Assurance Services Supervisor at The Pun Group, LLP, where she has amassed an impressive three-year track record in the fields of accounting and auditing. Her extensive experience and expertise make her a valuable asset to the firm.

Ms. Ellis has successfully performed audits and other attestation services for several governmental and nonprofit agencies. With a proven track record of delivering exceptional audit and attestation services, Kassandra Ellis exemplifies a strategic and results-driven professional within the dynamic realm of accounting. Her multifaceted skills and a strong commitment to client satisfaction and ethical practices position her as a trusted asset in the field.

EDUCATION

California State University, Fresno
Bachelor of Science (B.S.) - Business Administration: Accounting

Candidate for the Uniform CPA Exam

LEADERSHIP & AFFILIATIONS

- Member, California Society of Certified Public Accountants (CalCPA)
- Member, American Institute of Certified Public Accountants (AICPA)
- Member, Allinial Global (AG Connect)

RELEVANT EXPERIENCE

- City of Gardena
- City of Palm Springs
- City of Desert Hot Springs
- City of Montebello
- Orange County Business Council (OCBC)
- County of San Bernardino Preschool Program
- City of Perris
- City of Bell
- City of Seal Beach
- City of Vernon
- Town of Tiburon

CONTINUING PROFESSIONAL EDUCATION

Various courses offered by the Firm, online through Thompson Reuters, AICPA, CalCPA, AG Connect, Education Foundation, including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates
- Professional Development

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.



Meng Wu
CPA

Senior Auditor



EMAIL
meng.wu@pungroup.cpa



WEBSITES
www.pungroup.cpa

Expertise:



CITIES



ENTERPRISE OPERATIONS



NOT-FOR-PROFIT



SINGLE AUDIT COMPLIANCE

Licensed to Practice in:
California

EXPERIENCE

Meng Wu, a seasoned professional, currently holds the position of Senior Auditor at The Pun Group, LLP, where she has amassed an impressive four-year track record in the fields of accounting and auditing. Her extensive experience and expertise make her a valuable asset to the firm.

Ms. Wu has successfully performed audits and other attestation services for several governmental and nonprofit agencies. With a proven track record of delivering exceptional audit and attestation services, Meng Wu exemplifies a strategic and results-driven professional within the dynamic realm of accounting. Her multifaceted skills and a strong commitment to client satisfaction and ethical practices position her as a trusted asset in the field.

EDUCATION

University of California, Santa Barbara
Bachelor of Art (B.A.) – Economics and Accounting

University of California, Irvine
Master of Professional Accountancy (MPAc)

LEADERSHIP & AFFILIATIONS

- Firm Ambassador, California Society of Certified Public Accountants (CalCPA)
- Member, American Institute of Certified Public Accountants (AICPA)
- Member, Allinial Global (AG Connect)

RELEVANT EXPERIENCE

- City of Stockton
- City of Baldwin Park
- City of Visalia
- City of Bradbury
- South Orange County Wastewater Authority
- City of Lakewood
- City of Santa Clarita
- City of Hercules
- Town of Tiburon

CONTINUING PROFESSIONAL EDUCATION

Various courses offered by the Firm, online through Thompson Reuters, AICPA, CalCPA, AG Connect, Education Foundation, including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates
- Professional Development

Has met/exceeded the current CPE educational requirements to perform audits of governmental agencies.

Resources

The Pun Group LLP has sufficient staffing depth and technical resources to support the City of Manteca's audit needs while meeting required timelines and quality standards. Engagement staffing is planned in advance and coordinated across the Firm to balance current client obligations, ensuring consistent service delivery by qualified and properly trained professionals throughout the contract term.

Similar Engagements with Other Government Entities

References

Required references are provided in *Appendix A – Required Forms* using the reference form included in the RFP.

List of Current Municipal Clients

The Pun Group LLP has performed numerous audits of organizations subject to financial and compliance audits. These audits were performed under auditing standards generally accepted in the United States, Government Auditing Standards, Uniform Guidance (formerly known as OMB Circular A-133), and its Compliance Supplement (when applicable), Office of the State Controller's Minimum Audit Requirements and Reporting Guidelines.

A representative list of our current clients is as follows:

Municipalities	Dates	Financial Audit	Single Audit	GFOA Certificate	Total Hours
City of Adelanto	2021 – Present	Yes	Yes	Yes	700
City of Anderson	2023 – Present	Yes	Yes	N/A	530
City of Arvin	2013 – Present	Yes	Yes	N/A	400
City of Baldwin Park	2022 – Present	Yes	Yes	Yes	700
City of Bell	2018 – Present	Yes	Yes	Yes	520
City of Bradbury	2012 – Present	Yes	N/A	N/A	150
City of Calexico	2007 – Present	Yes	Yes	N/A	750
City of Clovis	2006 – Present	Yes	Yes	Yes	500
City of Coachella	2017 – Present	Yes	Yes	Yes	410
City of Commerce	2023 – Present	Yes	Yes	Yes	570
City of Cottonwood, AZ	2007 – Present	Yes	Yes	Yes	400
City of Corona	2021 – Present	Yes	Yes	Yes	640
City of Cudahy	2023 – Present	Yes	Yes	Yes	500
City of Cupertino	2023 – Present	Yes	Yes	Yes	1120
Town of Corte Madera	2022 – Present	Yes	Yes	N/A	400
Town of Danville	1999 – Present	Yes	Yes	Yes	400
City of Douglas, AZ	2020 – Present	Yes	Yes	Yes	300
City of Desert Hot Springs	2013 – Present	Yes	N/A	N/A	700
City of Encinitas	2024 – Present	Yes	Yes	Yes	600
City of Fairfield	2025 – Present	Yes	Yes	Yes	928
City of Fresno	2022 – Present	Yes	Yes	Yes	1,450
City of Gilroy	2020 – Present	Yes	Yes	Yes	640
City of Hercules	2020 – Present	Yes	Yes	Yes	450
City of Indio	2024 – Present	Yes	Yes	Yes	708
City of Lake Elsinore	2023 – Present	Yes	Yes	Yes	460
City of Lakewood	2013 – Present	Yes	Yes	Yes	380
City of Madera	2019 – Present	Yes	Yes	Yes	470
City of Menlo Park	2023 – Present	Yes	Yes	Yes	550
City of Montebello	2022 – Present	Yes	Yes	Yes	600
County of Imperial	2022 – Present	Part of the audit & AUP services			100
County of Monterey	2023 – Present	Part of the audit & consulting services pool			TBD
City of Monterey Park	2023 – Present	Yes	Yes	Yes	612
City of National City	2013 – Present	Yes	Yes	Yes	600

Municipalities	Dates	Financial Audit	Single Audit	GFOA Certificate	Total Hours
City of Newport Beach	2024 – Present	Part of the internal audit consulting services			TBD
City of Pacific Grove	2023 – Present	Yes	Yes	Yes	490
City of Paramount	2023 – Present	Yes	Yes	Yes	460
City of Patterson	2017 – Present	Yes	Yes	Yes	450
City of Placerville	2008 – Present	Yes	Yes	N/A	400
City of Pleasanton	2024 – Present	Yes	Yes	Yes	700
City of Pinole	2023 – Present	Yes	Yes	Yes	400
City of Redlands	2022 – Present	Yes	Yes	Yes	650
City of Redwood City	2025 – Present	Yes	Yes	Yes	1,340
City of Rialto	2025 – Present	Yes	Yes	Yes	685
City of Ridgecrest	2009 – Present	Yes	Yes	Yes	300
City of Rohnert Park	2020 – Present	Yes	Yes	Yes	700
City of Salinas	2022 – Present	Yes	Yes	Yes	800
City of San Mateo	2021 – Present	Yes	Yes	Yes	900
City of Santa Clarita	2022 – Present	Yes	Yes	Yes	1,200
City of Santa Cruz	2023 – Present	Yes	Yes	Yes	800
City of Seal Beach	2017 – Present	Yes	Yes	Yes	410
City of Stockton	2012 – Present	Yes	Yes	N/A	3,000
City of Tracy	2021 – Present	Yes	Yes	Yes	960
Town of Tiburon	2022 – Present	Yes	Yes	Yes	452
City of Union City	2025 – Present	Yes	Yes	Yes	820
City of Vernon	2023 – Present	Yes	Yes	Yes	1000
City of Ventura	2024 – Present	Yes	Yes	Yes	960
Imperial County Local Transportation Authority	2020 – Present	Yes	Yes	Yes	600
San Diego Metropolitan Transit System	2005 – Present	Yes	Yes	Yes	1,850
Carmel Area Wastewater District	2022 – Present	Yes	Yes	N/A	150
CAWD/PBSCD Wastewater Reclamation Project	2022 – Present	Yes	N/A	N/A	150
Emerald Bay Service District	2024 – Present	Yes	Yes	N/A	225
Helix Water District	2024 – Present	Yes	Yes	Yes	320
Monterey Peninsula Water Mgmt. District	2025 – Present	Yes	Yes	N/A	620
NALEO Educational Fund and NALEO	2020 – Present	Yes	N/A	N/A	300
Olivenhain Municipal Water District	2019 – Present	Yes	Yes	Yes	200
Padre Dam Municipal Water District	2020 – Present	Yes	Yes	Yes	250
Regional Government Services Authority	2021 – Present	Yes	No	N/A	170
Salinas Valley Basin Groundwater Sustainability Agency	2021 – Present	Yes	No	N/A	60
San Bernardino County (Multiple entities)	2023 – Present	Yes	Yes	Yes	400
San Bernardino County Preschool Services Department	2020 – Present	Yes	Yes	N/A	150
San Bernardino County Fire Protection District	2016 – Present	Yes	N/A	N/A	200
San Mateo County Mosquito & Vector Control District	2024 – Present	Yes	N/A	N/A	220
Sweetwater Authority	2022 – Present	Yes	Yes	Yes	270
South Bay Cities Council of Governments	2020 – Present	Yes	N/A	N/A	100
South Bay Regional Public Communications Authority	2015 – Present	Yes	N/A	N/A	100
Vallecitos Water District	2023 – Present	Yes	Yes	N/A	215
West Valley Water District	2018 – Present	Yes	N/A	N/A	430

GFOA Award Program

The Pun Group ^{LLP} realizes the importance of maintaining the Certificate for Excellence in Financial Reporting from the GFOA. Our professionals are exceptionally well qualified to assist governments in obtaining and maintaining their certificates.

Our dedication and active engagement in shaping auditing and accounting standards are evident through our enthusiastic participation in the GFOA's financial statements certificate programs. Remarkably, all of our present clients who have submitted their Annual Comprehensive Financial Reports to the GFOA have been honored with these prestigious awards.

Also, our senior partner, Mr. John F. Georger, is a member of the Government Finance Officers Association and participates in the GFOA Special Review Committee.

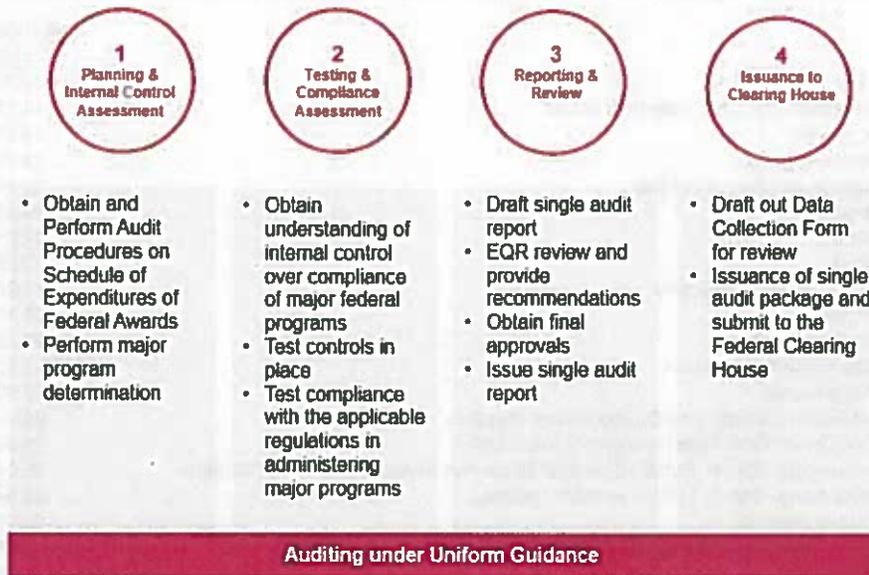
Firm's Experience with Single Audit and Grants

The Pun Group LLP works with numerous organizations that receive extensive governmental funding and are subject to auditing under Uniform Grant Guidance. This Firm's specialization helps our audit team understand the procedures' nuances and execute the engagement accordingly. We also assist in preparing the data collection form and preparing the reporting package for submission to the federal audit clearinghouse.

The Firm is a member of the AICPA Governmental Audit Quality Center and has demonstrated its commitment to audit quality, including those performed under Government Auditing Standards and Uniform Guidance. Also, we are a recipient of the *Single Audit Resource Center's Award for Excellence*. This award is based on the positive feedback result from our clients in an independent survey, demonstrating our Firm's highest commitment to quality and client satisfaction.

We utilize standardized audit programs from the federal government's Compliance Supplement to ensure that our procedures meet federal standards. Our audit programs are continually updated to reflect the revisions of OMB.

Our Uniform Guidance risk-based approach focuses on areas of higher risk of non-compliance. Such an approach truly reflects the federal government's intent by concentrating on the following four steps:



- 1. Planning & Internal control assessment:** The engagement team will obtain an understanding of the City and its operating environment and its internal control over the Schedule of Expenditures of Federal Awards. The engagement team will perform the major program determination and communicate with the City's management before conducting major program testing.
- 2. Testing & compliance assessment:** The engagement team will obtain an understanding of internal control over compliance on the direct and material compliance requirements for each major program. The engagement will perform testing on internal controls over compliance to ensure the controls are in place working effectively and properly and that the City is in compliance with the applicable regulations in administering major programs.
- 3. Reporting & Review:** The engagement team will review and prepare the single audit reports and perform quality control procedures following the Quality Control Standards issued by the AICPA. Any comments will be issued to the management or the Charge with Governance, depending on the magnitude of the issues. Upon obtaining the final approvals from management, the Single Audit report will be issued.
- 4. Issuance to Clearing House:** The engagement team will assist the City in drafting the data collection form and completing the final submission, including uploading the audit package to the Federal Clearing House.

Our Firm has audited hundreds of millions of dollars in federal expenditures, making our engagement team uniquely experienced in single audits. We are familiar with *grantors*, such as:



- Corporation for National and Community Services
- Department of Agriculture
- Department of Education
- Department of Health and Human Services
- Department of Housing and Urban Development
- Department of Transportation
- Environmental Protection Agency
- Department of Commerce
- Department of Labor
- Department of Homeland Security
- Department of Justice
- Department of Treasury
- Executive Office of the President

Following are a few examples of the types of federal programs our engagement team has experience auditing:

	<u>Assistance Listings</u>
Child and Adult Care Food Program	10 558
Community Development Block Grants/Entitlement Grants	14 218
Home Investment Partnership	14 239
Section 8 Housing Choice Vouchers	14 871
Title XVI Water Reclamation and Reuse Program	15 504
Equitable Sharing Program	16 922
WIA/WIOA Adult Program	17 258
WIA/WIOA Youth Activities	17 259
WIA/WIOA Dislocated Worker Formula Grants	17 278
Airport Improvement Program	20 106
Highway Planning and Construction	20 205
Federal Transit - Capital Investments Grants	20 500
Federal Transit - Formula Grants	20 507
Minimum Penalties for Repeat Offenders for Driving While Intoxicated	20 608
Capitalization Grants for Clean Water State Revolving Funds Cluster	66 458
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers	93 044
Special Programs for the Aging - Title III, Part C - Nutrition Services	93 045
Nutrition Services Incentive Program	93 053
Temporary Assistance for Needy Families (TANF) State Programs	93 558
Community Service Block Grant	93 569
Child Care and Development Block Grant	93 575
Child Care Mandatory and Matching Funds of the Child Care and Development Fund	93 596
National Urban Search and Rescue (US&R) Response System	97 025
Homeland Security Grant Program	97 067

GANN Appropriations Limit Report

Experience includes performing procedures related to the GANN Appropriations Limit in accordance with Article XIII B of the California Constitution and Proposition 111. Work performed includes reviewing the calculation of appropriations subject to limitation, verifying population and inflation factors, testing supporting documentation, and ensuring compliance with statutory and reporting requirements. These procedures are performed as part of, or in conjunction with, the annual audit to ensure appropriations limits are accurately calculated and properly disclosed.

Experience in Performing Program-Specific Audits and Compliance Engagements

The engagement team has experience performing financial, compliance, and agreed-upon procedures engagements for California cities and local governmental entities. This experience includes work related to city-administered grants and special funding programs that require compliance with applicable State and federal requirements, as well as coordination with City management to ensure accurate reporting and timely completion of required deliverables.

Where applicable, experience includes performing audit or compliance procedures related to Transportation Development Act (TDA) Article 3 Bicycle and Pedestrian Program funds, reviewing eligibility, expenditures, and reporting for conformance with statutory requirements and applicable guidelines. Services also include compliance-based reporting required by the California State Controller's Office and other oversight agencies, as applicable to municipal operations. All such procedures are performed in a manner consistent with the City's scope of services and applicable professional standards.

Firm's Expertise and Experience in Governmental Accounting Rules and Regulations, Including Implementation of new GASB Pronouncements

Our Firm maintains a strong focus on governmental accounting standards and regulatory compliance and is highly experienced in assisting public-sector entities with the interpretation and implementation of new and evolving Governmental Accounting Standards Board (GASB) pronouncements. Our professionals closely monitor changes in governmental accounting guidance and proactively help clients understand how new standards will affect financial reporting, disclosures, and internal processes.

The Pun Group LLP's expertise includes deep knowledge of governmental accounting and auditing requirements, including GASB standards, the Single Audit Act, Uniform Guidance, and fund accounting and reporting. Our team regularly supports clients with both initial implementation and ongoing application of GASB pronouncements, ensuring accurate adoption, appropriate disclosures, and practical solutions that align with each entity's operations and systems.

Our Firm has experience assisting clients with the implementation and ongoing application of a broad range of GASB standards, including those related to financial reporting models, fund balance classifications, pensions and OPEB, fiduciary activities, leases, subscription-based IT arrangements, public-private partnerships, conduit debt, and other emerging areas. This experience allows our team to anticipate implementation challenges, evaluate impacts early, and provide clear guidance throughout the audit process.

Throughout the engagement, our team remains attentive to new GASB pronouncements becoming effective during the audit period and works collaboratively with management to develop a thoughtful and timely implementation plan. This proactive approach allows finance staff adequate time to prepare for new requirements and reduces the risk of last-minute adjustments.

In particular, our professionals are prepared to assist with upcoming standards effective for fiscal years 2025 and 2026, including guidance related to compensated absences, risk disclosures, revenue and expense recognition, and enhanced capital asset disclosures. By staying current with GASB developments and implementation guidance, The Pun Group LLP helps ensure clients remain compliant while maintaining high-quality, transparent financial reporting.

State Controller's Reports

The Firm has extensive experience assisting governmental entities with the preparation, review, and submission of reports required by the California State Controller's Office (SCO). Engagement teams are highly familiar with SCO reporting requirements, submission timelines, and data integrity standards, as well as the importance of these reports for statewide transparency and oversight.

This experience includes working with cities, special districts, transit operators, and joint powers authorities to prepare and report financial information in accordance with SCO requirements, including:

- Cities Financial Transactions Reports
- Annual Street Reports
- Special Districts Financial Transactions Reports
- Transit Operators Financial Transactions Reports

Professionals assist management in compiling, validating, and reconciling financial data to audited financial statements to ensure consistency, accuracy, and compliance with SCO reporting instructions. This process routinely involves reviewing general ledger activity, fund classifications, expenditure categories, and supporting schedules to identify and resolve discrepancies prior to submission.

A structured, detail-oriented approach is applied to SCO reporting that emphasizes timeliness, accuracy, and adherence to current State Controller guidance. This experience supports efficient submissions, reduces the risk of follow-up inquiries or corrections, and ensures complete and compliant reporting.

Firm's Experience with Tyler Technologies and Their Solutions

Our engagement team has extensive experience working with governmental entities that utilize Tyler Technologies financial and operational software solutions. Our professionals are well-versed in Tyler platforms commonly used by cities, counties, and special districts and understand how these systems support general ledger accounting, budgetary controls, procurement, payroll, utility billing, and financial reporting processes. This familiarity allows our team to efficiently navigate system workflows, extract and validate data, and coordinate audit procedures with minimal disruption to staff operations. By leveraging our hands-on experience with Tyler Technologies environments, we are able to begin work promptly, reduce onboarding time, and deliver audit services efficiently while maintaining data integrity and compliance with applicable standards.



Specific Audit Approach

Scope of Work, Audit Approach, and Methodology

The City of Manteca is requesting the Firm to perform Audit Services and issue opinions on the City's financial statements. The audits are to be completed in accordance with all applicable and generally accepted auditing standards, including, but not limited to, the following:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants (AICPA).
- US General Accounting Office's (GAO) Standard for Audit of Governmental Organizations, Programs, Activities, and Functions.
- Local Governments and Governmental Accounting Standards Board (GASB) Pronouncements.
- The standards applicable to financial audits contained in the most current version of the *Generally Accepted Government Auditing Standards* (Yellow Book), issued by the Comptroller General of the United States.
- The provisions of the Single Audit Act as amended in 1996.
- The provisions of the US Office of Management and Budget (OMB) Uniform Guidance (formerly known as Circular A-133), Audits of State and Local Governments and Non-profit Organizations, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

The Firm will perform the following services:

- ✓ Financial Statement Audits and issuance of an opinion statement on the **Annual Comprehensive Financial Report** of the City of Manteca and the financial statements of its component units. The audit will be conducted in accordance with *Generally Accepted Government Auditing Standards*. The report will be in full compliance with all current GASB pronouncements.

In addition, the Firm will assist in meeting the requirements for the Government Finance Officers Association (GFOA) "Certificate of Achievement for Excellence in Financial Reporting."

- ✓ Audit of the **Manteca Public Financing Authority**, including issuance of the related auditors' report.
- ✓ Preparation of the Statistical Section, compiled from data provided by City staff.
- ✓ Prepare a **Single Audit Report** which will include the following:
 - Report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with *Government Auditing Standards*.
 - Report on compliance with requirements applicable to each major program, internal control over compliance, and on the schedule of expenditures of federal awards in accordance with Uniform Guidance, "Audits of State and Local Governments," and the Single Audit Act of 1984 (Public Law 98-502).
 - Schedule of Expenditures of Federal Awards.
 - Notes to Schedule of Expenditures of Federal Awards.
 - Schedule of Findings and Questioned Costs.
 - Any other required schedules or reports.
 - Prepare the Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations.
- ✓ Successor Agency Disclosures, included as part of the audit of the City's financial statements.
- ✓ Prepare the following **compliance reports** based on the audited financial information:
 - Annual Report of Financial Transactions – City (State Controller's Report)
 - Annual Report of Financial Transactions – Manteca Public Financing Authority (MFPA)
 - Transit Operators Financial Transactions Report – General Services
 - Transit Operators Financial Transactions Report – Specialized Services
- ✓ Issue a separate "**Management Letter**" that includes recommendations for improvements on internal control, accounting procedures, and other significant observations that are considered to be no reportable conditions.
- ✓ Printing of the Annual Comprehensive Financial Report and the Manteca Public Financing Authority Audit, in accordance with City requirements and also provide web-ready PDF of the Annual Comprehensive Financial Report.

- ✓ Test compliance with Proposition 111, Article XIII.B – Review of Appropriation Limit Calculations (GANN).
- ✓ Issue an **Auditor's Communication Letter** with any reportable conditions found during the audit. A reportable condition will be defined as a material weakness or significant deficiency.

Provided By Client (PBC) Lists: They will be provided for both interim and final audits according to an agreed-upon timeline between the engagement team and the City in order to be reasonably prepared for a field audit. The engagement team will meet with the City's management during the initial planning stage to discuss audit schedules and review the prior year's audit findings (if any). We will deliver a list of all documents to be provided by the City's staff. Once such materials are agreed upon by the engagement team and City's finance personnel, no other schedules will be requested unless new information comes to light in the course of test work.

Attendance at Meetings and Hearings: The engagement team will participate in as many meetings with staff as needed to perform the work scope tasks, present the audit plan prior to beginning fieldwork, and discuss the draft audit reports. The team will attend public meetings to present and discuss its findings and recommendations. Once all issues of discussion are resolved, the completed Financial Reports, Single Audit report (if applicable), and other reports will be delivered to the City according to the agreed-upon schedule.

Proposed Audit Adjustments: All proposed adjusting journal entries by the Firm will be discussed and explained in a timely manner with the designated Finance Department personnel. Such proposed adjustments will be in a format that shows the lowest level of posting detail needed for data entry in the general ledger systems.

Supplemental Reports, Audits, or Agreed-Upon Procedures: Other services, such as agreed-upon procedures, may be deemed necessary. These services will be performed at agreed-upon rates and will be added to a written agreement before commencing audit work. The Firm and the City of Manteca will discuss and approve the scope and associated costs of these tasks.

Advice and Consultation: Will be provided throughout the year on matters relating to accounting and financial reporting. Such services do not include any task that entails significant research or a formal report.

GASB Implementation: The Firm will provide technical assistance and training in the implementation of applicable GASB pronouncements not yet in effect. We have a dedicated partner, Mr. Jack Georger, who will be responsible for providing advice and consultation for the implementation of these new standards. The Firm will advise the City on the applicability of accounting and reporting standards and other accounting issues and provide guidance on new note disclosures, GASB implementations, and other reporting requirements. We will also provide training, resources, and information on topics relevant to the City's financial reporting and operations. *(Based on the scope, additional charges may apply.)*

Report of all Irregularities and Illegal Acts: The Firm will make an immediate written report of all irregularities and illegal acts or indications of illegal actions of which we may become aware to the following parties: City Manager, Finance Director, City Attorney.

The engagement team will also make all communications to the City required by the audit standards under which the engagement is performed.

Working Paper Retention and Access to Working Papers: The Firm will retain, at its own expense, all working papers and reports for a minimum of five (5) years unless the City of Manteca notifies the Firm in writing of the need to extend the retention period. The Firm will make working papers available upon request by the City of Manteca or its designees.

Also, we will comply with reasonable requests from successor auditors and allow them to review working papers that relate to matters of continuing accounting significance.

Methodology and Segmentation of Engagement

The Firm's audit approach consists of six phases: Engagement Acceptance and General Planning, Planning and Internal Control Evaluation, Fieldwork, Post Fieldwork, Report Preparation and Review, and Final Production.



- 1. Engagement Acceptance and General Planning:** The engagement partner and manager will meet with City's management to obtain an update on the current City policies and procedures, help identify risk areas and new operations and establish any specific requirements they may have. Our team will work on the identification of unique transactions, implementation of new GASB pronouncements, and develop the audit work plan for the engagement. *Proposed timeline: April of each year.*
- 2. Planning and Internal Control Evaluation:** The engagement team, including the engagement partner, will assess accounting policies adopted by the City in order to obtain an understanding of its structure and its operating environment. Also, our team will review internal controls on all significant transaction classes, perform walkthroughs and/or tests of internal controls, perform preliminary analytical procedures, develop an initial risk assessment, evaluate Single Audit compliance, identify any audit issues, and prepare confirmation correspondence. The engagement team and City's Management will establish expectations, including responsibilities and assignments for the year-end fieldwork, and will hold a progress status meeting at the end of the interim phase. *Proposed timeline: May of each year.*
- 3. Fieldwork:** The engagement team, including the engagement partner, will conduct audit procedures on account balances in the general ledger, finish confirmation procedures, perform data analysis using our AI tools, search for unrecorded liabilities, perform substantial analytical review procedures, complete work on compliance with Federal Assistance, and conclude fieldwork. The engagement team and City Management will hold an exit conference at year-end. Periodic update meetings will be held to communicate audit progress to management. *Proposed timeline: October of each year.*
- 4. Post Fieldwork:** During the phase, the engagement team, including the engagement partner, will review all documents and evaluate commitments and contingencies. The team will perform an assessment of the going concern and jointly plan for the next steps. *Proposed timeline: immediately after fieldwork completion.*
- 5. Report Preparation and Review:** The Firm will review and prepare audit reports and perform quality control procedures following the Quality Control Standards issued by the AICPA. We will also examine reports for compliance with GFOA reporting guidelines at no additional cost. Any comments will be recorded in a letter to management. At the City's request, the engagement partner and manager will present the audit to City's Management and other governing bodies. *Proposed timeline: Draft audit reports, including the financial statements, Single Audit reports, internal control and compliance reports, GANN AUP report, and management letter, will be issued in November for City review November of each year.*
- 6. Final Production:** The final phase of our approach entails obtaining the management representation letter and final financial statement report, which may include a final presentation to the City's Management and other governing bodies (if applicable). *Proposed timeline: Final reports, including the ACFR and all required compliance reports, will be issued no later than December 31st of each year.*

The Firm will complete the audit fieldwork and issue all reports within the established timeframe, assuming no internal circumstances within the City causes delays in the audit.

Level of Staff and Number of Hours to be Assigned to Each Segment of the Engagement

The Pun Group LLP understands that the City is not only looking to employ our auditing services but is also seeking to receive value within that professional relationship. We believe that our value derives from the in-depth knowledge, experience, and commitment that our auditing firm employs. We stress and emphasize "employ" because all of the knowledge and expertise listed on paper will not benefit you unless it is applied. That is why we have developed a plan that we feel will accomplish the objectives of the City and your particular needs. Our Firm will utilize the information that you have shared with us and our experience from our previous audits of this nature from various government entities and cities to develop a practical plan for all major areas.

Estimated Total Hours*:

	Partner(s)	Director/ Manager	Supervisor	Senior Staff	Clerical	Total
Engagement Acceptance & General Planning	2	6	9	13	1	31
Planning & Internal Control Evaluation	2	9	14	20	1	46
Fieldwork	12	47	70	98	6	232
Post Fieldwork	8	31	47	65	4	155
Report Preparation & Review	12	47	70	98	6	232
Final Production	4	16	23	33	2	77
Total*	40	155	234	326	20	775

*Does not include CPE hours related to Governmental Webinars and/or optional services.

Audit Sampling, Analytical Procedures, and Internal Control Approach

Our audit approach for the City of Manteca incorporates **professional judgment, risk assessment, and statistical sampling**, as appropriate, to obtain sufficient and appropriate audit evidence. When designing audit samples, we consider the purpose of each procedure, the characteristics of the population, and assessed risks to determine sample sizes that reduce sampling risk to an acceptably low level. Sample selections are designed to be representative of the population and to provide a reasonable basis for conclusions regarding account balances and transactions.

To enhance audit quality and efficiency, we apply a **risk-based audit methodology supported by advanced data analytics**. These tools allow us to analyze large volumes of financial data in a secure environment, identify unusual trends or transactions, and focus audit procedures on higher-risk areas. Data analytics are used to enhance fraud consideration procedures, evaluate internal controls, and improve the effectiveness of substantive testing, while reducing the volume of manual requests made to City staff.

Analytical procedures are applied throughout the engagement and include comparisons of current-year results to prior periods, budgets, and relevant benchmarks. These procedures are performed during planning to identify areas of audit risk, during interim fieldwork to assess trends and reasonableness of results, and during final review as an overall assessment of the financial statements. This approach supports efficient audit execution and timely identification of matters requiring additional attention.

Our understanding of the City's **internal control structure** is obtained through inquiry, observation, walkthroughs of significant transaction cycles, and review of relevant policies and procedures. Using the COSO framework, we evaluate controls over key financial processes such as financial reporting, revenue and cash receipts, purchasing and disbursements, payroll, and related systems. The extent of documentation and testing is tailored to the size and complexity of the City's operations and is used to assess risks of material misstatement and to design appropriate audit responses. This process also allows us to provide constructive feedback to management regarding internal control observations and opportunities for improvement.

Approach to be Taken in Determining Laws and Regulations that Will be Subject to Audit Test Work

The Firm stays continually up to date with audit requirements—including new regulations, compliance supplements, state guidelines, and related contracts—to ensure that we conduct audits under applicable laws and regulations. We test transactions for compliance with the Single Audit Act, California Government Code, GANN Appropriations Limit, provisions of applicable grant guidelines, requirements of local measures, and others.

For example, the Single Audit Act requires that we determine which grants to include in our audit and select transactions from those grants for detailed testing. While most items will be tested as part of the Interim phase, we cannot determine which grants will be selected for the Single Audit until the year-end/fieldwork stage of the audit.

Our compliance audits of cash, investments, debt covenants, and other areas will be performed following the California Government Code, which has many provisions and regulations covering investments.

Approach to be Taken in Drawing Audit Samples for Purposes of Tests of Compliance

To test compliance, we will follow the AICPA's Audit Sampling Considerations of Uniform Guidance Compliance Audits. We will select an appropriate sample size based on our professional judgment and knowledge. Any deviations from control and compliance requirements will be documented.

Audit Firm's Expectations of the Role and Participation of City's Staff in the Audit Process

The engagement team will meet with the City's management during the initial planning stage to discuss audit schedules and review the prior year's audit findings (if any). We will deliver a list of all documents to be provided by the City's staff. Once such materials are agreed upon by the engagement team and City's finance personnel, no other schedules will be requested unless new information comes to light in the course of test work.

Our goal is to cause the least amount of interruptions to the City's daily operations; therefore, to the extent possible, we will use information in the form available from the City's records. We believe client/engagement team communication is vital to perform results satisfactorily. With that sentiment in mind, we will hold regular meetings with the City's management to determine the status of the audit as well as any items which will require special attention. Open and frequent communication is critical.

Objectives of Our Services

Our primary objective for the proposed audit is to examine the City's financial statements and express our opinion on the fairness of the presentation, following generally accepted accounting principles. Other objectives that will benefit the City include the following:

- To offer beneficial observations and recommendations about policies and procedures for accounting and operating controls
- To identify opportunities to make City operations more efficient and reduce costs
- To perform the audit efficiently and effectively. Disruptions to office operations are kept to a minimum
- To provide continuing advisory services so the City can implement recommendations
- To meet these objectives at no additional cost to the City

The Engagement Team will perform the audit abiding by the Firm's quality-control procedures, which include following standard audit programs, careful planning, using industry-standardized software for auditing and internal control documentation, and welcoming an objective review of audit work. In other words, our client-tailored approach emphasizes careful planning, open communication, and proper assignment of responsibilities.

The Firm will supply portable computers to the on-site staff members.

Identification of Anticipated Potential Audit Problems

While no significant issues are anticipated, the audit will include focused procedures over key areas relevant to the City of Manteca. These include compliance with applicable GASB standards related to investments and financial reporting, including investment authorization, valuation, and disclosure, as well as accounting and disclosure requirements for pensions, other postemployment benefits, capital assets, and long-term obligations. The audit will also include an evaluation of internal controls over financial reporting, compliance, and information systems, including controls over access, processing, and safeguarding of assets. Throughout the engagement, applicable new or revised professional standards will be considered, and a risk-based audit approach will be applied to support accurate financial reporting and effective governance.

Total All-Inclusive Maximum Price

Certification

We are committed to the performance of a high-quality audit at the most reasonable fee level possible, both initially and throughout the engagement. Also, our partners will provide advice and consultation as needed at no additional cost to the City of Manteca.

Name of Firm: The Pun Group LLP – Certified Public Accountants and Business Advisors
Contact Name: Frances J. Kuo, CPA, CGMA
Contact Email Address: frances.kuo@pungroup.cpa

Authorization to Represent the Firm

I, the undersigned, certify I am duly authorized to represent The Pun Group LLP and am empowered to submit this bid. In addition, I certify I am authorized to contract with the City of Manteca on behalf of the Firm.



January 15, 2026

Frances J. Kuo, CPA, CGMA | Managing Partner
 The Pun Group LLP

Date

Total All-Inclusive Maximum Price

Our proposed fees for Audit Services for the beginning with the fiscal year ending June 30, 2026, with the option to renew for an additional two fiscal years, are as follows:

All-Inclusive Maximum Price by Report	2025-26	2026-27	2027-28	Optional Years	
				2028-29	2029-30
City's ACFR and Related Reports	\$ 85,000	\$ 89,250	\$ 93,713	\$ 98,398	\$ 103,318
Management Letter	Included above				
Successor Agency Disclosures	Included above				
Single Audit Report (per program) ⁽¹⁾	8,000	8,400	8,820	9,261	9,724
Gann Limit Agreed-Upon Procedures	600	630	662	695	729
Annual Report of Financial Transactions – City	6,500	6,825	7,166	7,525	7,901
Annual Report of Financial Transactions – MFPA	3,000	3,150	3,308	3,473	3,647
Transit Operators Financial Transactions Report – General Services	2,250	2,363	2,481	2,605	2,735
Transit Operators Financial Transactions Report – Specialized Services	2,250	2,363	2,481	2,605	2,735
Manteca Public Financing Authority Audit	6,000	6,300	6,615	6,946	7,293
Statistical Section Compilation of Data provided by City	1,200	1,260	1,323	1,389	1,459
Printing the Annual Comprehensive Financial Report and Manteca Public Financing Authority Audit	1,500	1,575	1,654	1,736	1,823
Web-ready PDF of Annual Comprehensive Financial Report	Included above				
Total All-Inclusive Maximum Price for All Schedules:	\$ 116,300	\$ 122,115	\$ 128,221	\$ 134,832	\$ 141,363

⁽¹⁾ Single Audit fees based on one (1) major program. The fee for auditing additional major programs will be \$6,000 each. The number of programs determined to be "major" will be based on OMB Uniform Guidance. The Engagement Team will discuss this with the City of Manteca's Management before starting Single Audit work.

Rates by Partner, Specialist, Supervisory and Staff Level

	Hours	Hourly Rates	Optional Years				
			Total FY 2024	Total FY 2027	Total FY 2028	Total FY 2029	Total FY 2030
Partners	34	\$ 300	\$ 10,200	\$ 10,710	\$ 11,248	\$ 11,808	\$ 12,398
Manager	57	\$ 250	\$ 14,250	\$ 14,863	\$ 15,711	\$ 16,495	\$ 17,321
Supervisor	127	\$ 175	\$ 22,225	\$ 23,316	\$ 24,502	\$ 25,726	\$ 27,015
Senior Staff	330	\$ 185	\$ 48,600	\$ 51,201	\$ 54,005	\$ 57,050	\$ 60,532
Clinical	17	\$ 100	\$ 1,700	\$ 1,885	\$ 1,874	\$ 1,988	\$ 2,088
Out-of-pocket expenses							
Meals & lodging	Included	Included	Included	Included	Included	Included	Included
Transportation	Included	Included	Included	Included	Included	Included	Included
Less Professional Discount			\$ (13,175)	\$ (13,834)	\$ (14,525)	\$ (15,252)	\$ (16,014)
Total All-Inclusive Price for the City's ACPH and Related Reports			\$ 85,000	\$ 89,250	\$ 93,713	\$ 98,388	\$ 103,218

	Hours	Hourly Rates	Optional Years				
			Total FY 2024	Total FY 2027	Total FY 2028	Total FY 2029	Total FY 2030
Partners	3	\$ 300	\$ 900	\$ 943	\$ 992	\$ 1,042	\$ 1,094
Manager	4	\$ 250	\$ 1,000	\$ 1,073	\$ 1,174	\$ 1,247	\$ 1,318
Supervisor	12	\$ 175	\$ 2,100	\$ 2,295	\$ 2,311	\$ 2,411	\$ 2,513
Senior Staff	33	\$ 185	\$ 4,400	\$ 5,343	\$ 5,292	\$ 5,817	\$ 6,434
Clinical	2	\$ 100	\$ 200	\$ 210	\$ 221	\$ 232	\$ 243
Out-of-pocket expenses							
Meals & lodging	Included	Included	Included	Included	Included	Included	Included
Transportation	Included	Included	Included	Included	Included	Included	Included
Less Professional Discount			\$ (1,250)	\$ (1,313)	\$ (1,378)	\$ (1,447)	\$ (1,519)
Total All-Inclusive Price for the Single Audit			\$ 8,000	\$ 8,400	\$ 8,620	\$ 9,281	\$ 9,724

Single Audit fees based on one (1) major program. The fee for auditing additional major programs will be \$8,000 each.

	Hours	Hourly Rates	Optional Years				
			Total FY 2024	Total FY 2027	Total FY 2028	Total FY 2029	Total FY 2030
Partners	0	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -
Manager	1	\$ 250	\$ 250	\$ 263	\$ 276	\$ 289	\$ 304
Supervisor	2	\$ 175	\$ 350	\$ 368	\$ 380	\$ 395	\$ 412
Senior Staff	2	\$ 185	\$ 370	\$ 443	\$ 434	\$ 477	\$ 518
Clinical	0	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -
Out-of-pocket expenses							
Meals & lodging	Included	Included	Included	Included	Included	Included	Included
Transportation	Included	Included	Included	Included	Included	Included	Included
Less Professional Discount			\$ (450)	\$ (53)	\$ (55)	\$ (57)	\$ (61)
Total All-Inclusive Price for the Green List Agreed-Upon Procedures			\$ 600	\$ 630	\$ 682	\$ 805	\$ 720

	Hours	Hourly Rates	Optional Years				
			Total FY 2024	Total FY 2027	Total FY 2028	Total FY 2029	Total FY 2030
Partners	3	\$ 300	\$ 900	\$ 943	\$ 992	\$ 1,042	\$ 1,094
Manager	2	\$ 250	\$ 500	\$ 537	\$ 574	\$ 611	\$ 648
Supervisor	10	\$ 175	\$ 1,750	\$ 1,838	\$ 1,929	\$ 2,022	\$ 2,127
Senior Staff	25	\$ 185	\$ 4,625	\$ 5,568	\$ 5,434	\$ 6,017	\$ 6,598
Clinical	1	\$ 100	\$ 100	\$ 105	\$ 110	\$ 116	\$ 122
Out-of-pocket expenses							
Meals & lodging	Included	Included	Included	Included	Included	Included	Included
Transportation	Included	Included	Included	Included	Included	Included	Included
Less Professional Discount			\$ (1,000)	\$ (1,050)	\$ (1,103)	\$ (1,157)	\$ (1,215)
Total All-Inclusive Price for the Annual Report of Financial Transactions - City			\$ 8,500	\$ 8,825	\$ 9,186	\$ 9,525	\$ 9,901

	Hours	Hourly Rates	Optional Years				
			Total FY 2024	Total FY 2027	Total FY 2028	Total FY 2029	Total FY 2030
Partners	1	\$ 300	\$ 300	\$ 315	\$ 331	\$ 347	\$ 363
Manager	2	\$ 250	\$ 500	\$ 529	\$ 551	\$ 576	\$ 608
Supervisor	4	\$ 175	\$ 700	\$ 733	\$ 772	\$ 812	\$ 851
Senior Staff	13	\$ 185	\$ 2,405	\$ 2,870	\$ 2,881	\$ 3,244	\$ 3,588
Clinical	1	\$ 100	\$ 100	\$ 105	\$ 110	\$ 116	\$ 122
Out-of-pocket expenses							
Meals & lodging	Included	Included	Included	Included	Included	Included	Included
Transportation	Included	Included	Included	Included	Included	Included	Included
Less Professional Discount			\$ (400)	\$ (420)	\$ (441)	\$ (463)	\$ (486)
Total All-Inclusive Price for the Annual Report of Financial Transactions - MPPA			\$ 3,000	\$ 3,150	\$ 3,308	\$ 3,473	\$ 3,647

	Hours	Hourly Rates	Optional Years				
			Total FY 2024	Total FY 2027	Total FY 2028	Total FY 2029	Total FY 2030
Partners	1	\$ 300	\$ 300	\$ 315	\$ 331	\$ 347	\$ 363
Manager	2	\$ 250	\$ 500	\$ 529	\$ 551	\$ 576	\$ 608
Supervisor	3	\$ 175	\$ 525	\$ 551	\$ 576	\$ 608	\$ 636
Senior Staff	8	\$ 185	\$ 1,480	\$ 1,718	\$ 1,488	\$ 1,783	\$ 1,841
Clinical	0	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -
Out-of-pocket expenses							
Meals & lodging	Included	Included	Included	Included	Included	Included	Included
Transportation	Included	Included	Included	Included	Included	Included	Included
Less Professional Discount			\$ (425)	\$ (446)	\$ (468)	\$ (492)	\$ (518)
Total All-Inclusive Price for the Transit Operators Financial Transactions Report -			\$ 2,250	\$ 2,363	\$ 2,481	\$ 2,605	\$ 2,735

	Hours	Hourly Rates	Optional Years				
			Total FY 2024	Total FY 2027	Total FY 2028	Total FY 2029	Total FY 2030
Partners	1	\$ 300	\$ 300	\$ 315	\$ 331	\$ 347	\$ 363
Manager	2	\$ 250	\$ 500	\$ 525	\$ 551	\$ 576	\$ 608
Supervisor	3	\$ 175	\$ 525	\$ 551	\$ 576	\$ 608	\$ 636
Senior Staff	8	\$ 185	\$ 1,480	\$ 1,718	\$ 1,488	\$ 1,783	\$ 1,841
Clinical	0	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -
Out-of-pocket expenses							
Meals & lodging	Included	Included	Included	Included	Included	Included	Included
Transportation	Included	Included	Included	Included	Included	Included	Included
Less Professional Discount			\$ (425)	\$ (446)	\$ (468)	\$ (492)	\$ (518)
Total All-Inclusive Price for the Transit Operators Financial Transactions Report -			\$ 2,250	\$ 2,363	\$ 2,481	\$ 2,605	\$ 2,735

	Hours	Hourly Rates	Optional Years				
			Total FY 2024	Total FY 2027	Total FY 2028	Total FY 2029	Total FY 2030
Partners	2	\$ 300	\$ 600	\$ 630	\$ 662	\$ 695	\$ 729
Manager	4	\$ 250	\$ 1,000	\$ 1,050	\$ 1,103	\$ 1,158	\$ 1,216
Supervisor	9	\$ 175	\$ 1,575	\$ 1,654	\$ 1,736	\$ 1,823	\$ 1,914
Senior Staff	23	\$ 185	\$ 4,245	\$ 5,023	\$ 4,804	\$ 5,384	\$ 5,815
Clinical	2	\$ 100	\$ 200	\$ 210	\$ 221	\$ 232	\$ 243
Out-of-pocket expenses							
Meals & lodging	Included	Included	Included	Included	Included	Included	Included
Transportation	Included	Included	Included	Included	Included	Included	Included
Less Professional Discount			\$ (823)	\$ (865)	\$ (910)	\$ (955)	\$ (1,003)
Total All-Inclusive Price for the Manteca Public Financing Authority Audit			\$ 6,000	\$ 6,300	\$ 6,615	\$ 6,948	\$ 7,293

	Hours	Hourly Rates	Optional Years				
			Total FY 2024	Total FY 2027	Total FY 2028	Total FY 2029	Total FY 2030
Partners	0	\$ 300	\$ -	\$ -	\$ -	\$ -	\$ -
Manager	1	\$ 250	\$ 250	\$ 263	\$ 276	\$ 289	\$ 304
Supervisor	2	\$ 175	\$ 350	\$ 368	\$ 380	\$ 395	\$ 412
Senior Staff	2	\$ 185	\$ 370	\$ 443	\$ 434	\$ 477	\$ 518
Clinical	0	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -
Out-of-pocket expenses							
Meals & lodging	Included	Included	Included	Included	Included	Included	Included
Transportation	Included	Included	Included	Included	Included	Included	Included
Less Professional Discount			\$ (150)	\$ (158)	\$ (165)	\$ (174)	\$ (182)
Total All-Inclusive Price for the Statistical Section Completion of Data provided by City			\$ 1,200	\$ 1,260	\$ 1,323	\$ 1,388	\$ 1,458

Out of Pocket Expenses are Included in the Total All-Inclusive Maximum Price and Reimbursement Rates

The Firm's policy is to maintain flexible billing rates to meet the needs of clients and help them control costs. In the interest of starting our long-term relationship, we will absorb expenses such as travel and printing costs. Additionally, our Partners will be available to provide advice and consultation as necessary to the City of Manteca. The Firm will also absorb these costs.

Rates for Additional Professional Services

Below are the Firm's hourly billing rates, delineated by staffing levels:

Hourly Billing Rates	
Partner(s)	\$ 300
Director(s)	\$ 250
Senior Manager(s)	\$ 275
Manager(s)	\$ 250
Supervisor(s)	\$ 175
Senior Accountant(s)	\$ 150
Staff Accountant(s)	\$ 125
Clerical	\$ 100

Any supplemental reports, audits, or agreed-upon procedures not covered by this proposal may be added to a written agreement prior to commencing audit work. The Firm and the City will discuss and approve the scope and associated costs of these tasks. Any additional work will be performed at the above-quoted hourly rates.

Manner of Payment

Engagement Team members are required to maintain timesheets detailing the date, number of hours, and work performed for every audit task. The Firm will collect these timesheets and bill the City of Manteca at the rates outlined in the Total All-Inclusive Maximum Price section in four stages: (1) at the conclusion of the planning phase, (2) at the conclusion of the interim phase, (3) at the conclusion of the Year-End phase, (4) and after presentation and acceptance of the final audit reports. Interim billings will cover a period not less than a calendar month. The billing amounts generally break down as follows:

Work Performed	% of Proposal Amount
Planning	10%
Interim	40%
Fieldwork	40%
Presentation and Acceptance of Reports	10%

Let's Get to Work!

Benefits of Choosing The Pun Group LLP

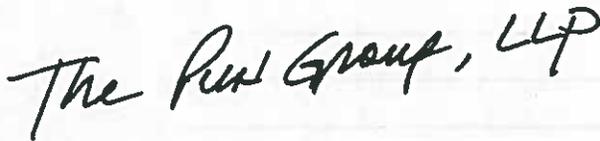
The Pun Group LLP is recognized for its professionalism, integrity and for providing clients with practical solutions unique to their circumstances and issues. Our Firm prides itself on being able to provide personalized client services, and with that sentiment in mind, we have carefully chosen our engagement teams. The Pun Group's primary objective is to offer the City of Manteca solutions and directions led by highly experienced and capable partners who can successfully implement the work and produce the results you expect. This philosophy and mindset allow us to provide a superior level of service and a quality audit.

We trust that this proposal has given you the information needed about the Firm, the engagement team members, the overall audit approach, cost-saving measures, and audit fees. We are committed to exceeding your expectations, and we look forward to bringing our experience and expertise to the City of Manteca while providing you with the excellent level of service that you expect and deserve.

Thank You

Thank you for allowing us to submit our qualifications to provide you with Audit Services. Please direct inquiries to:
Frances J. Kuo, CPA, CGMA
Managing Partner
Email: frances.kuo@pungroup.cpa
Phone: (949) 777-8805 | Fax: (949) 777-8850

Sincerely,



The Pun Group LLP
Certified Public Accountants and Business Advisors

Appendix A – Required Forms

CITY OF MANTECA - REQUEST FOR PROPOSAL - AUDIT SERVICES
2025

G. Proposal Submittal Forms

1. Statement of Bidder's Past Contract Disqualifications

The bidder shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so, to explain the circumstances.

1. Do you have any disqualification as described in the above paragraph to declare?

Yes _____ No X _____

2. If yes, explain the circumstances.

N/A

Executed on 01/15/2026 at Walnut Creek, CA

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



Signature of Authorized Bidder Representative

CITY OF MANTECA - REQUEST FOR PROPOSAL - AUDIT SERVICES
2025

2. REFERENCES

Number of years engaged in providing the services included within the scope of the specifications under the present business name:

List and describe fully the last three contracts performed by your firm, which demonstrate your ability to provide the services included with the scope of the specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: City of Desert Hot Springs
Contact Individual: Mr. Geoffrey Buchhelm, Finance Director Phone No: 760-329-6411
Address: 11999 Palm Drive, Desert Hot Springs, CA 92240
Contract Amount: \$75,000/year Year: 2013-Present

Description of Services Provided:

Financial Audit and Compliance Services: Annual Comprehensive Financial Report Audit, GFOA Award, Single Audit, GANN Limit, Desert Hot Springs Successor Agency, Desert Hot Springs Financing Authority, Desert Hot Springs Health and Wellness Foundation, New Market Tax Credit Audit (Desert Hot Springs Health and Wellness Foundation), Annual State Controller's Reports, AUP/Transient Occupancy Tax, Utility User Tax, DHS Housing Audits.

Reference No. 2

Customer Name: City of Indio
Contact Individual: Ms. Ruby D. Walla, Finance Director Phone No: 760-391-4029
Address: 100 Civic Cent Dr, Indio, CA 92201
Contract Amount: \$98,000/year Year: 2024-Present

Description of Services Provided:

Annual Comprehensive Financial Report Audit; Compliance audits; GFOA assistance; Single Audit as applicable.

Reference No. 3

Customer Name: City of Corona
Contact Individual: Ms. Kim Sitton, Finance Director Phone No: 951-279-3500
Address: 400 S. Vicentia Ave, Corona, CA 92882
Contract Amount: \$77,000/year Year: 2021-Present

Description of Services Provided:

Financial Audit and Compliance Services: Annual Comprehensive Audit, GFOA Award, Single Audit, GANN Limit, Compliance Audit Reports: Housing Successor, Investment Portfolio, AQMD Funds and Annual State Controller's Report.

Appendix B – Available Training

Strengthen Your Accounting Knowledge: TPG Client Training Webinars

We pride ourselves in leading the governmental auditing profession nationwide and statewide. Members of our team have been assigned to the AICPA and State Government Accounting and Audit committees. Our membership with these two levels of government keeps us current, and such involvement helps our Firm with the constant changes in accounting and auditing standards, laws and regulations, and compliance provisions, which have created an unprecedented complexity in public accounting for state and local governments.

Every year, the Firm hosts a conference to update governmental clients on new technical accounting and financial issues. Since last year, by implementing “Webinars,” we’ve been expanding our horizons and offering our clients 15 hours of Continuing Professional Education (CPE). These sessions are free of charge and part of the service package provided to our clients.

CPE courses we offer:



ORANGE COUNTY SAN DIEGO SACRAMENTO BAY AREA LAS VEGAS PHOENIX

www.pungroup.cpa

EXHIBIT B

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By:

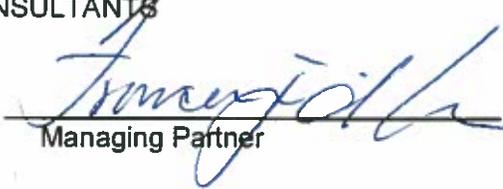

Managing Partner

EXHIBIT C

Payment Schedule shall be paid in accordance with the terms and conditions outlined in the Exhibit A Proposal