AGENDA
PALOS VERDES PENINSULA TRANSIT AUTHORITY
REGULAR MEETING
July 29, 2026
ROLLING HILLS ESTATES CITY HALL, 4045 Palos Verdes Drive North
Rolling Hills Estates, CA 90274

Time Estimates: The time noted next to an agenda item is only an estimate of the amount of time that will be spent during the meeting on that particular item. Accordingly, these estimates should not be relied on in determining when a matter will be heard, especially since agenda items are often re-ordered during a meeting and may be discussed at any time.

4:00 P.M. REGULAR SESSION

(5 mins) **CALL TO ORDER:**

ROLL CALL:

FLAG SALUTE:

CONFIRM POSTING OF THE AGENDA BY ROLLING HILLS ESTATES CITY CLERK:

PUBLIC COMMENTS: (All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no discussion of these items unless members of the Board request specific items to be removed from the Consent Calendar for separate action.

If you need special assistance to participate in an Authority meeting under the Americans with Disabilities Act (ADA) or as a person with limited English proficiency (LEP) under Executive Order 13166, please contact the Secretary (310-544-7108) with request for reasonable accommodation at least forty-eight hours prior to the meeting.

(5 mins) **APPROVAL OF CONSENT CALENDAR (1-6):**

Check #	Date	Amount
8365-8390	April	$ 316,660.56
8391-8415	May	$ 270,389.65
8416-8439	June	$ 297,489.20
TOTAL		**$ 884,539.41**

1. Register of Standing demands and Previously Authorized demands under Resolution 94/95-01 and per attached listing: — Page 4
2. Approval of April 29, 2026 Board Minutes — Page 6
3. Operations Report as of June 30, 2026 — Page 10
4. Credit Card Report — Page 16
5. Agreement with County Sanitation District No. 8 of L.A. County — Page 17
6. FY '26 Audit Engagement Letter — Page 21

Recommendation: Approve Consent Calendar items

(10 mins) **ADMINISTRATOR REPORT:**

(45 mins) **REGULAR BUSINESS:**

I. NEW BUSINESS

1. Purchase of Used Bus — Page 35
   Recommendation: Authorized the Administrator to negotiate the purchase of one used bus from MV Transportation for a total project costs not to exceed $100,000.

2. AB 2561 Vacancies and Recruitment Hearing — Page 41

   Staff presentation on Vacancies and Recruitment.

   Recommendation: Receive and File

3. Video Surveillance Policy — Page 42

Recommendation: Approve Video Surveillance Policy

4. Service Analysis, East Service Area — Presentation

Recommendation: Provide Direction to Staff

(5 mins) FUTURE AGENDA ITEMS: (This section of the agenda is designated for individual Board Members to request that an item be placed on a future PVPTA meeting agenda.)

(10 mins) CHAIR AND MEMBER ITEMS REPORT:

A. PVPUSD Update — Verbal
B. Board Member Comments — Verbal

ADJOURNMENT: **TBD**

Palos Verdes Peninsula Transit Authority
Checks Written for Month
April 2026

	Date	Num	Name	Memo	Paid Amount
Apr 26					
	04/20/2026	8365	Dinka Greget	DAR Refund	$ 66.00
	04/20/2026	8366	Marcia Spiegel	Sidney & Marcia Spiegel Family Trust Linda Joan All	$ 240.00
	04/20/2026	8367	Rosita Ting	DAR Refund	$ 162.00
	04/20/2026	8368	Administrative Services Co-Op	March Dial-A-Ride Service	$ 10,208.23
	04/20/2026	8369	AT&T	Account No. 020 636 0576 001 Bill dated 03/27/26	$ 44.21
	04/20/2026	8370	County Sanitation Districts of LA County	Carson Bus lot Lease May 2026 Invoice # 51847	$ 9,508.77
	04/20/2026	8371	Diamond Mfg. Inc.	Vaults, Vault locks, and keys Invoice # 40136	$ 7,290.50
	04/20/2026	8372	EvanBrooksAssociates, Inc.	Invoice 26004-9 April 2026	$ 450.00
	04/20/2026	8373	Frontier Communications 7108	310 544-7108-062795-5	$ 292.53
	04/20/2026	8374	Marlin Leasing Corporation	Postage Meter Lease	$ 295.16
	04/20/2026	8375	Model1 Ford of Warsaw	EXW111725 Extended Warr. Bus # 1072, 1073, 107	$ 23,880.00
	04/20/2026	8376	Mutual Liquid Gas & Equipment Co., Inc.	02/25/26 to 04/15/26 LPG Fuel	$ 3,869.57
	04/20/2026	8377	MV Transportation SECURITY	27001	$ 3,540.20
	04/20/2026	8378	MV Transportation, Inc.	Invoice 137772 Operating March 2026	$ 199,337.26
	04/20/2026	8379	MV Transportation, Inc. Other	Optibus Inoice #137728 March 2026	$ 1,323.00
	04/20/2026	8380	Office Depot	Invoice #41608591	$ 520.09
	04/20/2026	8381	Patch Media	6 month online advertising Invoice SIN068097 April :	$ 375.00
	04/20/2026	8382	Q Document Solutions Inc.	Invoice IN74187 Base rate charge 02/26/26-03/25/2	$ 51.20
	04/20/2026	8383	ReadyRefresh by Nestle	Account 0024293722 Invoice 36D0024293772	$ 140.98
	04/20/2026	8384	Wells Fargo	Acct 5569399001313285	$ 484.41
	04/20/2026	8385	White Wings Cleaning Service	Invoice # 0115 03/18/2026 Svs Date	$ 110.00
	04/20/2026	8386	Palos Verdes On the Net	3rd Qtr FY 2025/2026	$ 1,675.00
	04/20/2026	8387	Rose Thompson	Book keeping 1st Qtr 2026	$ 747.50
	04/28/2026	8388	Mobility Advancement Group	Administrative Services for April 2026	$ 19,503.71
	04/28/2026	8389	Clean Energy	CNG Fuel March 2026	$ 28,947.92
	04/28/2026	8390	MV Transportation SECURITY	Replacement check for Dec. '25	$ 3,597.32
Apr 26				TOTAL	$ 316,660.56

	Date	Num	Name	Memo	Paid Amount
May 26					
	05/07/2026	8391	AT&T	Account No. 020 636 0576 001 Bill dated 04/27/26	$ 46.15
	05/07/2026	8392	Complete Printing Solutions, Inc.	Invoice PRP 53355 Summer 2026 Bus schedule prii	$ 546.98
	05/07/2026	8393	Cox Business	Account 001 7401 035340502 04/29/26 to 05/28/26	$ 355.00
	05/07/2026	8394	Department of Motor Vehicles	vehicle registraiton for bus #1047	$ 997.00
	05/07/2026	8395	Frontier Communications 7108	310 544-7108-062795-5	$ 304.62
	05/07/2026	8396	Q Document Solutions Inc.	Invoice IN748829 Base rate charge 04/26/26-05/25/	$ 50.85
	05/07/2026	8397	White Wings Cleaning Service	Invoice # 0119 04/15/2026 Svs Date	$ 110.00
	05/07/2026	8398	Q Document Solutions Inc.	Invoice IN73570 Base rate charge 02/26/26-03/25/2	$ 46.64
	05/06/2026	8399	Marlin Leasing Corporation	Postage Meter Lease	$ 295.16
	05/06/2026	8400	Patch Media	6 month online advertising Invoice SIN068098 May :	$ 375.00
	05/15/2026	8401	Administrative Services Cooperative, Inc.	Dial-A-Ride Service April 2026	$ 10,554.15
	05/15/2026	8402	County Sanitation Districts of LA County	Carson Bus lot Lease April 2026 Invoice # 51608	$ 9,508.77
	05/15/2026	8403	Cubic Transportation Systems	Inv. 90223557, GPS Units for New buses	$ 8,930.00
	05/15/2026	8404	Frontier Communications 7108	310 544-7108-062795-5	$ 316.74
	05/15/2026	8405	MV Transportation SECURITY	27001	$ 3,426.00
	05/15/2026	8406	MV Transportation, Inc.	Invoice 138166 Operating April 2026	$ 175,914.40
	05/15/2026	8407	Nan Nowicki Aho	Invoice PVT-108 Summer 26 Schedules	$ 431.25
	05/15/2026	8408	Payment Remittance Center-Well Fargo	04/04/26-05/03/26 Visa Statement	$ 1,634.05
	05/15/2026	8409	PVPUSD	Print Shop Paper Invoice # Q0231	$ 176.48
	05/15/2026	8410	County Sanitation Districts of LA County	Carson Bus lot Lease June 2026 Invoice # 52146	$ 9,508.77
	05/15/2026	8411	ReadyRefresh by Nestle	Account 0024293722 Invoice 36E0024293722	$ 90.50
	05/26/2026	8412	Q Document Solutions Inc.	Invoice #IN75386 Base rate charge 05/26/26-06/2!	$ 56.62
	05/25/2026	8413	Clean Energy	CNG FuelApril 2026	$ 23,126.37
	05/29/2026	8414	Mobility Advancement Group	Administrative Services for May 2026	$ 19,503.71
	05/29/2026	8415	Mutual Liquid Gas & Equipment Co., Inc.	LPG Fuel May 29, 2026 Invoice	$ 4,084.44
May 26				TOTAL	$ 270,389.65

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Palos Verdes Peninsula Transit Authority
Checks Written for Month
April 2026

	Date	Num	Name	Memo	Paid Amount
	Date	Num	Name	Memo	Paid Amount
Jun 26					
	06/29/2026	8416	AT&T	Account No. 020 636 0576 001 Bill dated 05/27/26	$ 42.52
	06/29/2026	8417	Clean Energy	CE12844085 May 2026	$ 25,983.80
	06/29/2026	8418	County Sanitation Districts of LA County	Carson Bus lot Lease July 2026 Invoice # 52406	$ 9,508.77
	06/29/2026	8419	Cox Business	Account 001 7401 035340502 05/29/26 to 06/28/26	$ 385.00
	06/29/2026	8420	Frontier Communications 7108	310 544-7108-062795-5	$ 316.74
	06/29/2026	8421	Marlin Leasing Corporation	4063769	$ 295.16
	06/29/2026	8422	MV Transportation SECURITY	27001	$ 5,060.53
	06/29/2026	8423	MV Transportation, Inc.	Invoice 138847 Operating May 2026	$ 95,434.94
	06/29/2026	8424	MV Transportation, Inc. Other	Optibus May 2026	$ 1,323.00
	06/29/2026	8425	Patch Media	6 month online advertising Invoice SIN068099 June	$ 375.00
	06/29/2026	8426	Pitney Bowes - Purchase Power	Acct. 8000-9090-0212-1536 Ref	$ 150.00
	06/29/2026	8427	PVPUSD	May 26 Invoices -1149, May-1150	$ 3,154.02
	06/29/2026	8428	ReadyRefresh by Nestle	Account 0024293722 Invoice 26F0024293722	$ 75.52
	06/29/2026	8429	Wells Fargo	Acct 5569399001313285 May 2026	$ 1,367.08
	06/29/2026	8430	White Wings Cleaning Service	Invoice # 0126 05/20/2026 Svs Date	$ 110.00
	06/29/2026	8431	MV Transportation, Inc. Other	Invoice 138101 Opyi Bus April 2026	$ 1,323.00
	06/29/2026	8432	City of Rolling Hills	Proposition A Assignment Agreement, April 27, 202	$ 105,695.25
	06/29/2026	8433	Administrative Services Co-Op	Invoice 260520 May 2026 (Rec 6/19/26)	$ 10,078.03
	06/29/2026	8434	California J.P.I.A.	Liability Policy 7/1/2/26 - 6/30/27 Invoice # PRIM-00:	$ 15,041.00
	06/29/2026	8435	Fleet Maintenance Specialists	Invoice 2606-1691 Inspection of Blubird bus	$ 1,800.00
	06/29/2026	8436	Hui Chang	DAR # 8781	$ 96.00
	06/29/2026	8437	PitneyBowes Global Financial Services	Account 0015571055 Invoice 310955253 Lease	$ 317.76
	06/29/2026	8438	Q Document Solutions Inc.	Invoice #IN76003 Base rate charge 06/26/26-07/2ɛ	$ 52.37
	06/29/2026	8439	Mobility Advancement Group	Administrative Services for May 2026	$ 19,503.71
Jun 26				TOTAL	$ 297,489.20

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BOARD MINUTES
PALOS VERDES PENINSULA TRANSIT AUTHORITY

April 29, 2026

The meeting was called to order at 5:05 p.m. by Chairperson Stegura.

REGULAR SESSON:

Board roll call was answered as follows:

PRESENT: Victoria Lozzi, PVE, Pam Brown Schachter, RHE, Debby Stegura, RHE, George Lewis, RPV,
ABSENT: David Bradley, RPV, Michael Kemps, PVE

Also present were Martin Gombert, PVPTA, and Jessica Slawson, RHE.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Chairperson Stegura.

CONFIRM POSTING OF THE AGENDA BY ROLLING HILLS ESTATES CITY CLERK

City of Rolling Hills Estates confirmed the posting of the Authority Agenda.

APPROVAL OF CONSENT CALENDAR (1-4):

Member Lozzi moved approval of the Consent Calendar, seconded by Member Lewis.

The motion passed on the following roll call vote:

AYES: Lozzi, Lewis, Stegura, Schachter

NOES: None

ABSENT: Kemps, Bradley,

ABSTAINED: None

PUBLIC COMMENTS: (Audience Comments regarding Items not on the Agenda)

None

ADMINISTRATOR REPORT

Administrator Gombert presented the Administrator Report and commented on the following items.

- CARB ITC
- Increasing dial-a-ride ridership
- Recent CalACT transit conference in Temecula.

REGULAR BUSINESS

1. Fiscal Year 2026-27 Budget

Member Lozzi moved to open the Public Hearing, seconded by Member Schachter and approved by unanimous vote.

Administrator Gombert presented the proposed budget and went into detail on selected budget and revenue categories.

Questions from Board Members included the proposed 5% increase in member contributions and vehicle replacement. Administrator Gombert was directed to prepare a multiyear vehicle replacement plan and continue to discussion on a Capital Reserve Policy at a later meeting.

Member Lozzi moved to close the Public Hearing, seconded by Member Lewis and approved by unanimous vote.

Member Lewis moved to approve the FY '27 budgeted, seconded by member Lozzi.

The motion passed on the following roll call vote:

AYES:	Lozzi, Lewis, Stegura, Schachter
NOES:	None
ABSENT:	Kemps, Bradley,
ABSTAINED:	None

2. Prop. A Fund Exchange with the City of Rolling Hills.

Administrator Gombert presented the staff report and responded board Member questions.

Member Lewis moved to approve the fund exchange, seconded by Member Schachter.

The motion passed on the following roll call vote:

AYES: Lozzi, Lewis, Stegura, Schachter

NOES: None

ABSENT: Kemps, Bradley,

ABSTAINED: None

3. Capital Improvement Program

Administrator Gombert presented the staff report and responded board Member questions.

Member Schachter moved to approve the Capital Improvement Program, seconded by Member Lewis.

The motion passed on the following roll call vote:

AYES: Lozzi, Lewis, Stegura, Schachter

NOES: None

ABSENT: Kemps, Bradley,

ABSTAINED: None

CHAIR AND MEMBER ITEMS

Member Lewis brought up the issue of analyzing the feasibility of providing transit service to San Pedro residents. Administrator Gombert commented that he would follow-up.

ADJOURNMENT

At 6:01 p.m. Chairperson Stegura moved to adjourn the Board Meeting until July 29, 2026 at 5 pm.

Agenda Item 1.3

MEMORANDUM

TO: AUTHORITY MEMBERS

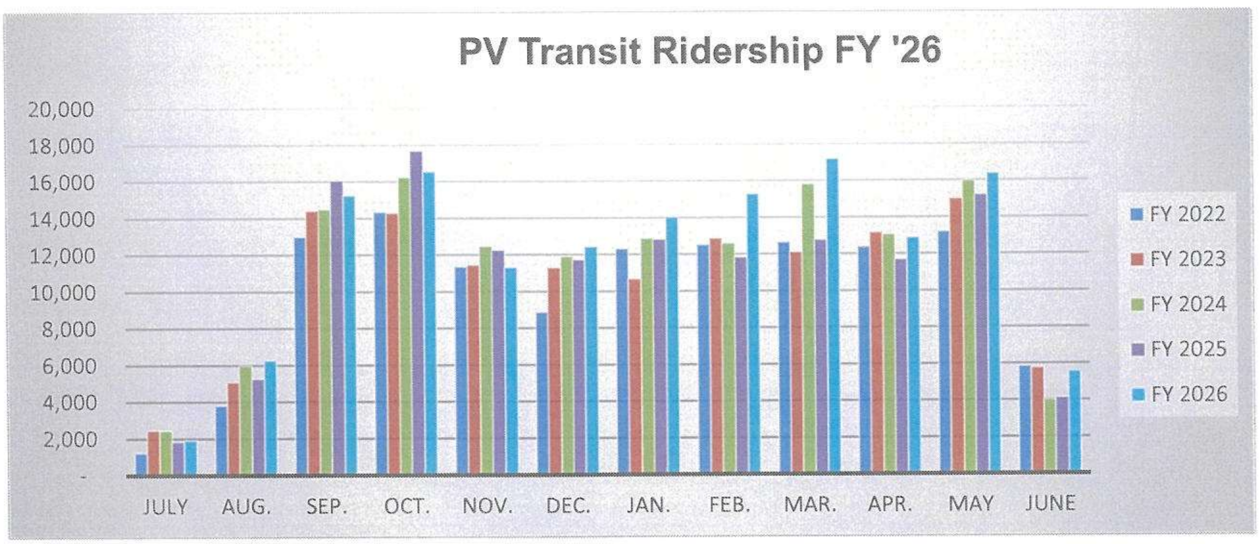
FROM: Martin Gombert, Administrator

DATE: July 22, 2026

SUBJECT: Operations Report for the period ending June 30, 2026

PV TRANSIT

PV Transit ridership totaled 144,900. This is an 9% increase compared to previous year's totals.



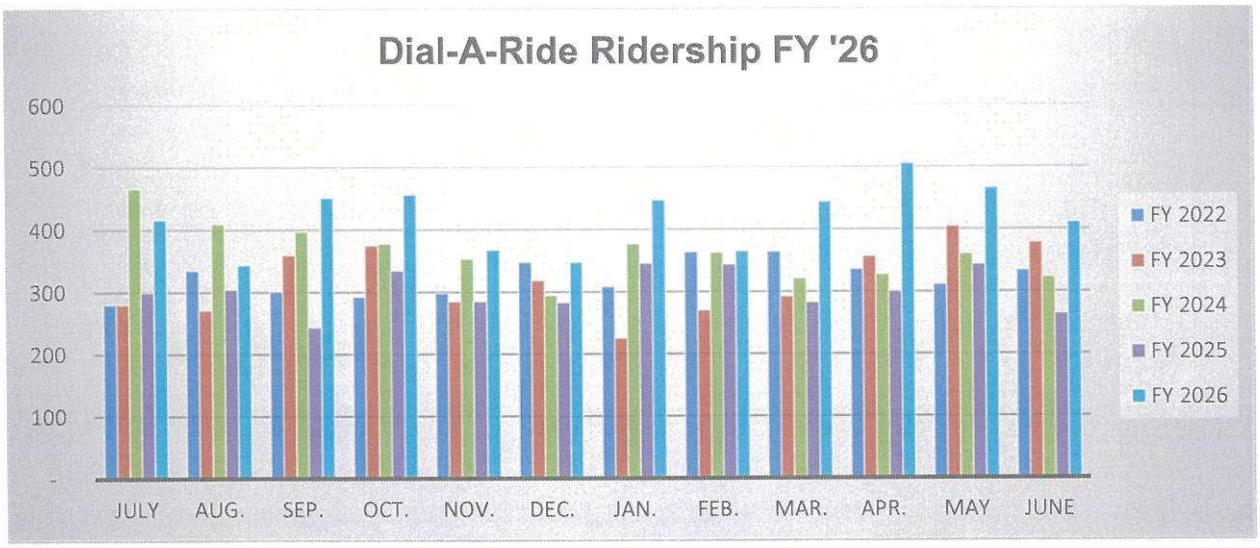
PV Transit operated the following special services for the community:

- Whale of a Day event at Rancho Palos Verdes on April 25th
- Peninsula Street Fair on June 13-14th

Copies of ridership graphs for all seven routes are included at the end of this report.

DIAL-A-RIDE

Dial-A-Ride ridership totaled 5,018 for the period ending June 30, 2026, an 39% increase over previous year's totals. This is the result of the Peninsula-wide mailer sent out in February 2026, City newsletter notices, and Patch articles.



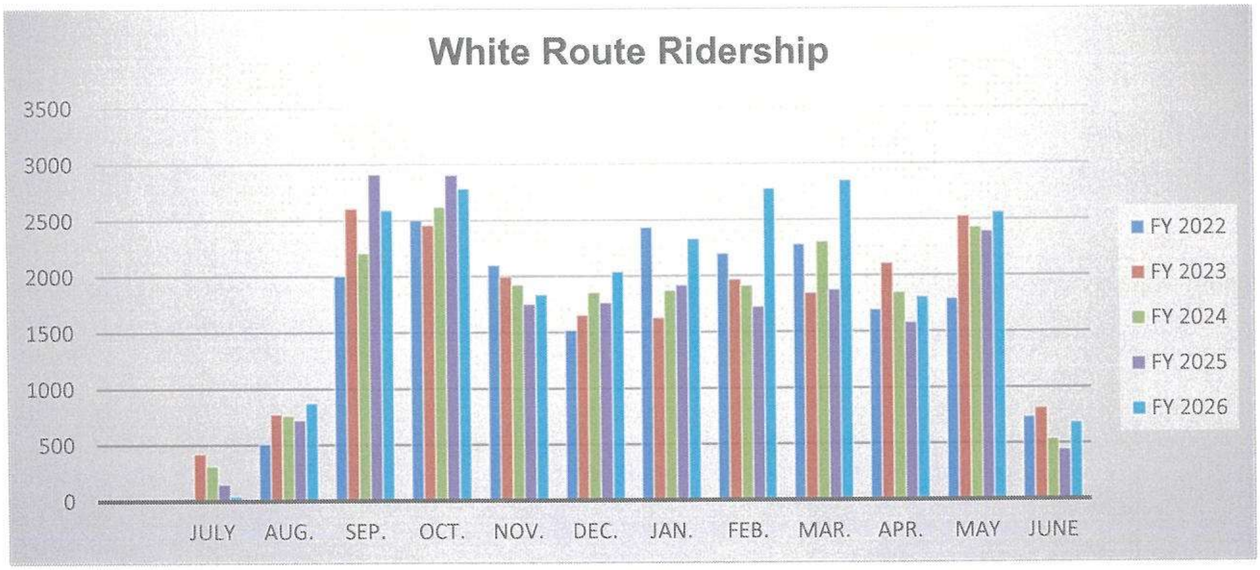
GOVERNMENT RELATIONS

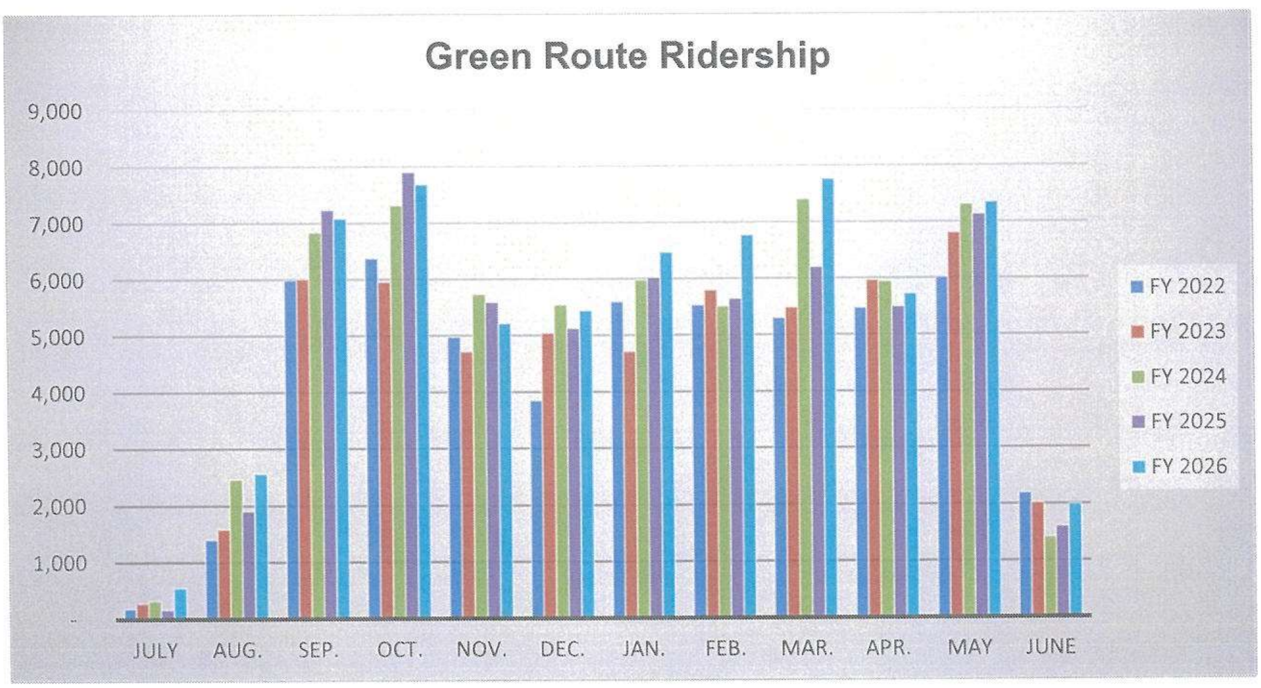
During the past several months staff has attended meetings of Metro's Local Transit Service Subcommittee (LTSS), Access Services Board Meetings, and Metro's Bus Operations Subcommittee (BOS).

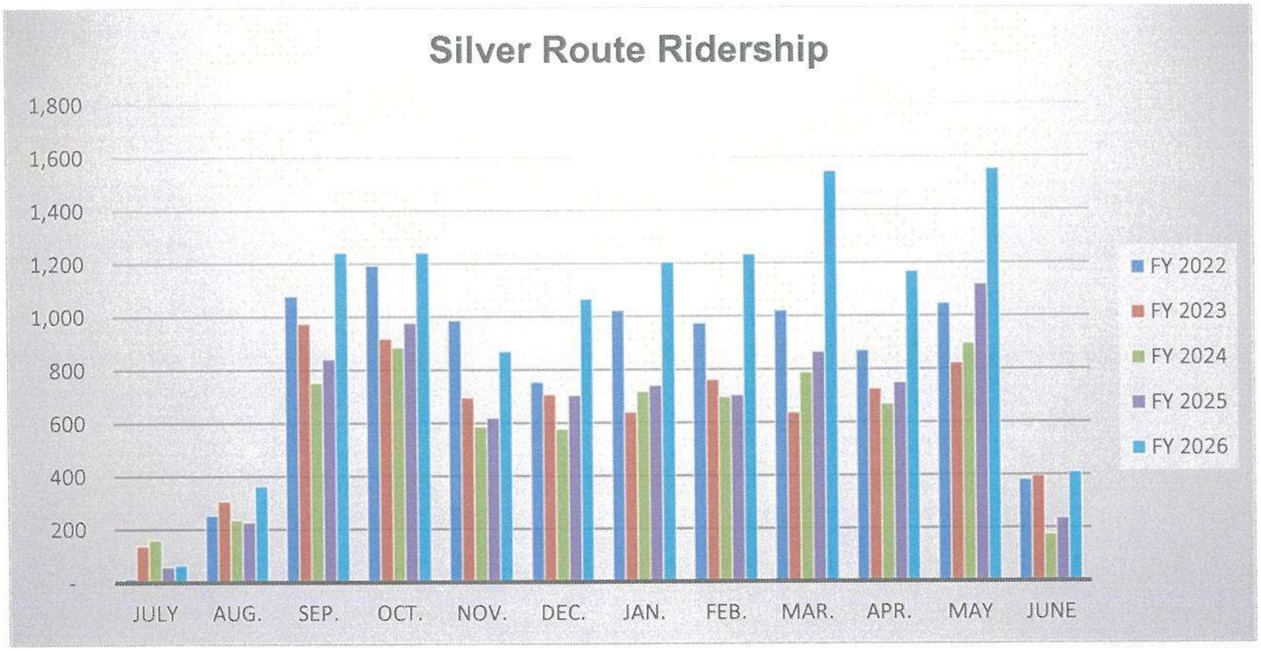
RECOMMENDATION

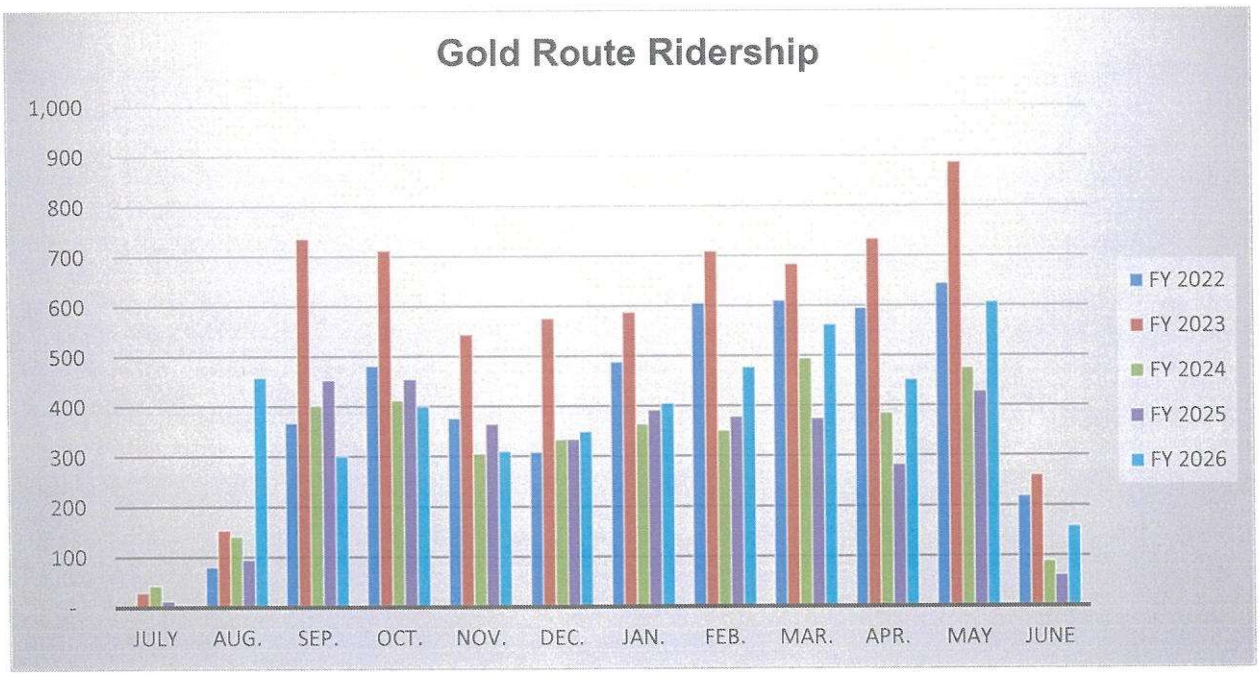
Receive and file report.

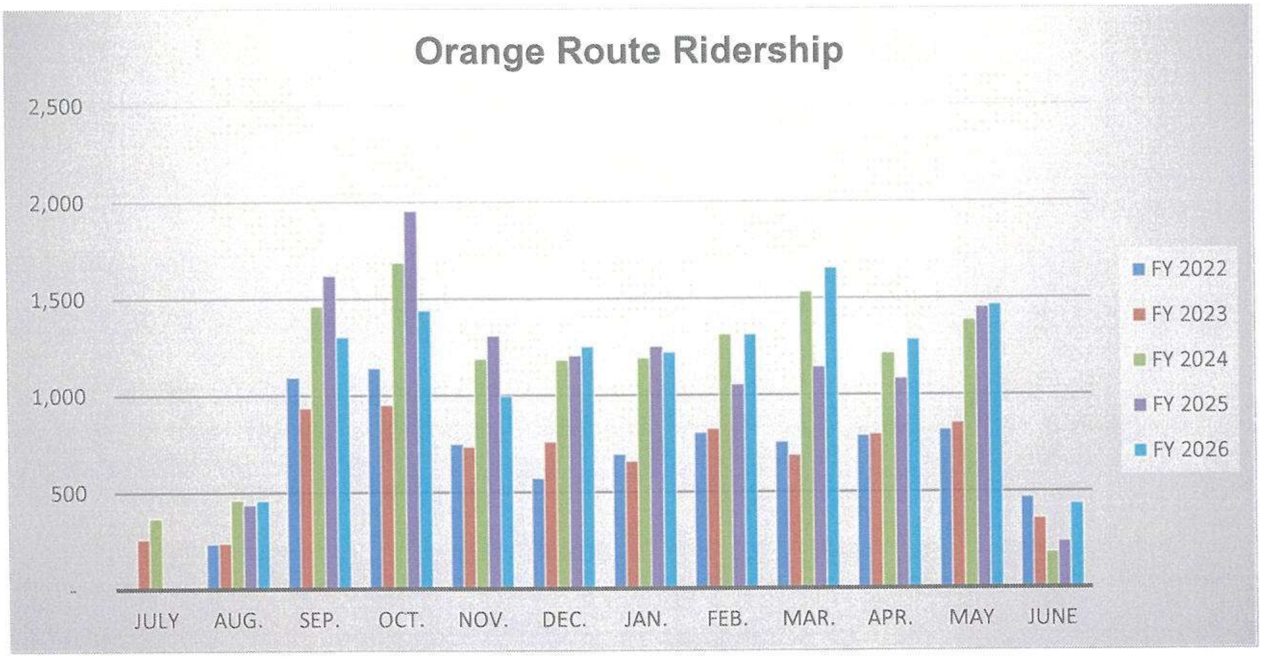
RIDERSHIP REPORTS

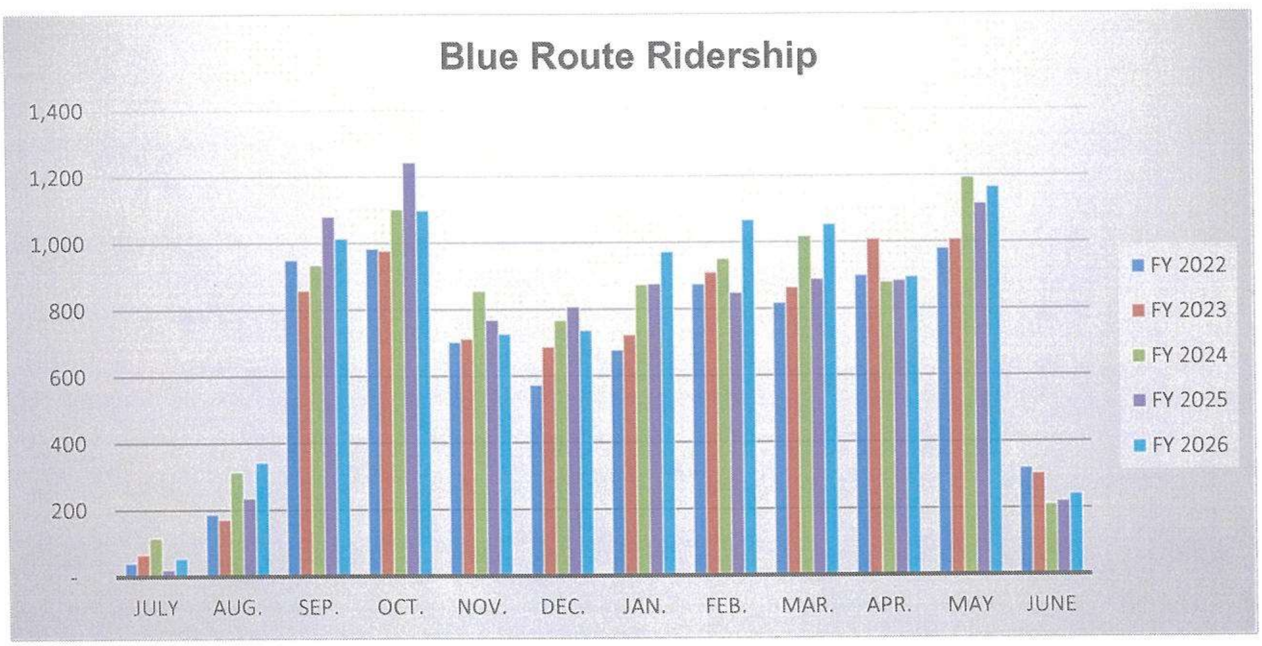


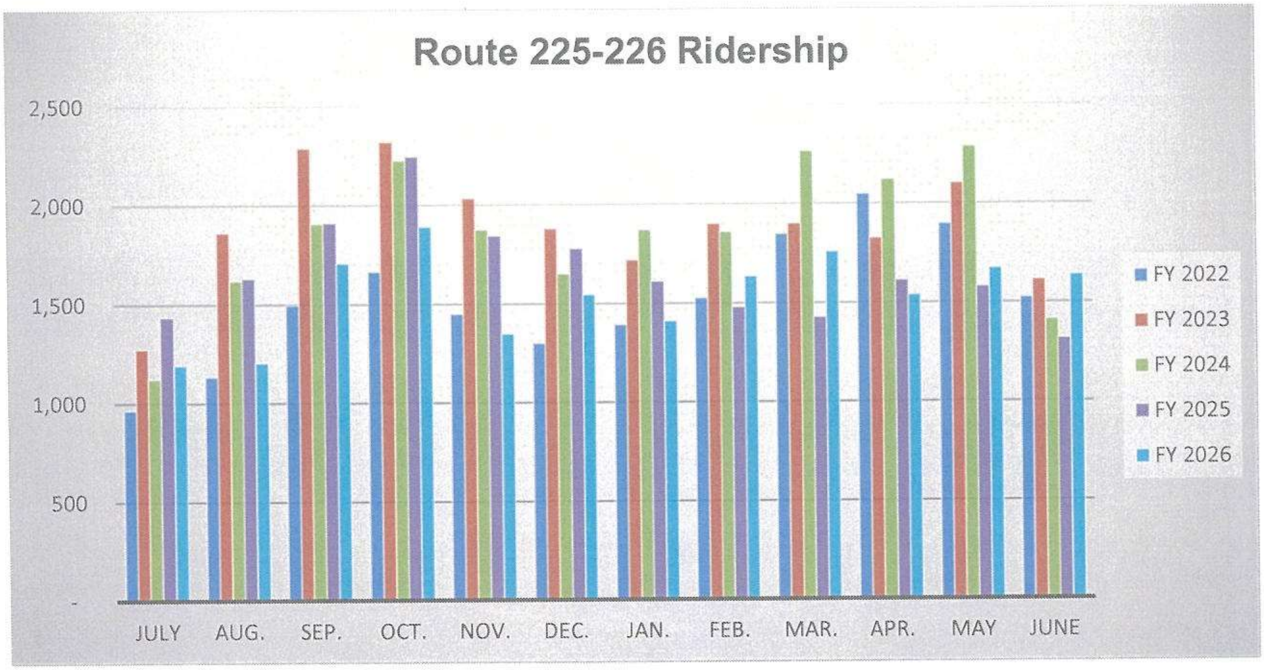



Silver Route Ridership
1,800
1,600
1,400
1,200
1,000
800
600
400
200
-
JULY
AUG.
SEP.
OCT.
NOV.
DEC.
JAN.
FEB.
MAR.
APR.
MAY
JUNE
FY 2022
FY 2023
FY 2024
FY 2025
FY 2026


Gold Route Ridership
1,000
900
800
700
600
500
400
300
200
100
-
JULY
AUG.
SEP.
OCT.
NOV.
DEC.
JAN.
FEB.
MAR.
APR.
MAY
JUNE
FY 2022
FY 2023
FY 2024
FY 2025
FY 2026


Orange Route Ridership
2,500
2,000
1,500
1,000
500
-
JULY
AUG.
SEP.
OCT.
NOV.
DEC.
JAN.
FEB.
MAR.
APR.
MAY
JUNE
FY 2022
FY 2023
FY 2024
FY 2025
FY 2026


Blue Route Ridership
1,400
1,200
1,000
800
600
400
200
-
JULY
AUG.
SEP.
OCT.
NOV.
DEC.
JAN.
FEB.
MAR.
APR.
MAY
JUNE
FY 2022
FY 2023
FY 2024
FY 2025
FY 2026


Route 225-226 Ridership
2,500
2,000
1,500
1,000
500
-
JULY
AUG.
SEP.
OCT.
NOV.
DEC.
JAN.
FEB.
MAR.
APR.
MAY
JUNE
FY 2022
FY 2023
FY 2024
FY 2025
FY 2026

MEMORANDUM

TO: Board Members

FROM: Martin Gombert, Administrator

DATE: July 22, 2026

SUBJECT: Credit Card Charges

Attached are credit card charges for April through June 2026.

Credit Card Summary

Checks issued to Wells Fargo are for the Agency's credit card. Shown below is a summary of credit card charges for the last three months.

Date	Amount	Vendor	Description
03/06/26	$385.00	Cox Cable	Internet
03/12/26	$99.41	Mail Stop	Shipping
TOTAL April '26	**$484.41**		

No April '26 Credit Card Charges

Date	Amount	Vendor	Description
5/4/26	$521.81	Delta	05-17-26 trip to Salt Lake City, APTA Conference, reimbursed
5/13/26	$125.22	Parking Spot	05-17-26 trip to Salt Lake City, APTA Conference, reimbursed
5/21/26	$42.49	Mail Stop	Shipping
5/30/26	$610.80	Team Viewer	Software
TOTAL May '26	**$1,300.32**		

Agenda Item 1.5

MEMORANDUM

TO: Board Members

FROM: Martin Gombert, Administrator

DATE: July 21, 2026

SUBJECT: Agreement with County Sanitation District No. 8 of Los Angeles County

OVERVIEW

The Authority currently leases a 18,500 square foot parcel from the County Sanitation District No. 8 of Los Angeles County (District) to park buses at their facility on Figueroa Avenue in Carson.

The monthly cost of this lease is $9,5008.

AGREEMENT

The lease agreement expires on November 30, 2026 and can be extended for an additional five years through November 30, 2031.

A copy of Second Amendment to Lease Agreement is attached.

RECOMMENDATION

Approved Extension Option to the Second Amendment to Lease Agreement.

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement ("**Second Amendment**") is effective October 13, 2021 (the "**Second Amendment Effective Date**") and is between **COUNTY SANITATION DISTRICT NO. 8 OF LOS ANGELES COUNTY**, a county sanitation district organized and existing under the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.* ("**Lessor**") and **PALOS VERDES PENINSULA TRANSIT AUTHORITY**, a Joint Powers Authority ("**Tenant**"). Together, the District and Tenant are the "**Parties.**"

A. The Parties entered into a Lease Agreement, dated August 13, 2008, as amended by a First Amendment to the Lease Agreement (the "**First Amendment**") dated December 1, 2011 (collectively, the "**Lease**"), under which Tenant leases from Lessor the Leased Premises, which consists of a total of 18,500 square feet of Lessor's real property located at the Joint Water Pollution Control Plant in the City of Carson, County of Los Angeles, State of California. All terms not defined in this Second Amendment have the meanings ascribed in the Lease.

B. The Lease commenced on August 13, 2008. Prior to the expiration of the term of the Lease on November 30, 2016, Tenant exercised its option under the First Amendment to extend the term for an additional 5 years. The term of the Lease currently expires on November 30, 2021 (the "**Expiration Date**").

C. Tenant desires to extend the Expiration Date by an additional 5 years and to have an option for a further 5-year extension.

The District and Tenant therefore amend the Lease as follows:

1. Term. Effective as of the Second Amendment Effective Date, the Expiration Date is November 30, 2026, subject, however, to earlier termination as provided in the Lease.

2. Option. Tenant shall have one option to extend ("**Extension Option**") the term of this Lease. The option period ("**Option Period**") will commence upon the Expiration Date and expire on November 30, 2031, provided that Tenant exercises the Extension Option in strict accordance with the terms and conditions of this Section 2. Tenant may give Lessor written notice of its intent to exercise its Extension Option (the "**Exercise Notice**") not earlier than 6 months and not later than 3 months prior to the commencement of the Option Period. If Tenant fails to exercise its Extension Option in strict accordance with the provisions of this Section 2, then the Extension Option will terminate immediately, unconditionally, automatically, and without notice, and be of no further force or effect. If the term of this Lease is extended pursuant to the provisions of this Section 2, then references in the Lease to the "**term**" will be deemed to include the Option Period. During the Option Period, the rent shall increase as provided in Section 8 of the Lease.

3. Assignment and Subletting. Tenant shall not, without the prior written consent of Lessor (which consent may be withheld in Lessor's sole and absolute discretion) sublease the Leased Premises or any part thereof or sell, transfer, convey, exchange, assign, pledge, hypothecate, dispose of, or encumber, voluntarily, involuntarily, by operation of law or otherwise this Lease (or any portion thereof) or its rights hereunder.

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4. Representations. Tenant represents and warrants for the benefit and reliance of Lessor as follows: (a) the Lease has not been modified, changed, altered or amended in any respect (except only by this Second Amendment) and is legal, valid, and binding, in full force and effect, and enforceable in accordance with its terms; (b) there exists no breach or default, nor state of facts, nor condition which with notice, the passage of time, or both, would result in a breach or default under the Lease on the part of Tenant or Lessor; and (c) no claim, controversy, dispute, quarrel or disagreement exists between Lessor and Tenant.

5. Miscellaneous. Except as stated above, all other terms and conditions of the Lease remain in full force and effect. In the event of any conflict or inconsistency between the Lease and this Second Amendment, the provisions of this Second Amendment will prevail. All monetary obligations of Tenant under the Lease are deemed to be rent. The recitals set forth in Sections A through C above are incorporated in this Second Amendment by reference. Each individual signing this Second Amendment warrants and represents that he or she has the full authority to execute this Second Amendment on behalf of the party on whose behalf he or she so signs, and that he or she is acting within the scope of such authority.

[*Signatures appear on following page*]

The Parties are signing this Second Amendment as of the Second Amendment Effective Date.

PALOS VERDES PENINSULA TRANSIT AUTHORITY

By: Victoria Lozzi

Name: Ms. Victoria Lozzi

Title: Chairperson

COUNTY SANITATION DISTRICT NO. 8 OF LOS ANGELES COUNTY

By: _ Joe Bu _______

Chairperson, Board of Directors

ATTEST:

Kimberly S. Christensen

Secretary to the Board

APPROVED:

COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY

By: ________

Chairperson, Board of Directors

ATTEST:

Kimberly S. Christensen

Secretary to the Board

APPROVED AS TO FORM:

Lewis Brisbois Bisgaard & Smith, LLP

By: _ Wes Beverlin _______

District Counsel

Agenda Item I.6

MEMORANDUM

TO: AUTHORITY MEMBERS

FROM: Martin Gombert, Administrator

DATE: July 22, 2026

SUBJECT: Fiscal Year '26 Audit Engagement Letter

BACKGROUND

A copy of RAMS proposal to perform the FY '26 audit for the Authority is attached in a letter dated April 23, 2026.

FINANCIAL IMPACT

The proposed cost of $22,300 and will be included in the FY '27 Budget. There has been no increase from FY '26.

RECOMMENDATION

Approve RAMS proposal to perform the FY '26 audit for the PVPTA.

April 23, 2026

To the Board of Directors
Palos Verdes Peninsula Transit Authority
Rolling Hills, California

This letter is provided in connection with our engagement to audit the financial statements of the Palos Verdes Peninsula Transit Authority (the entity) as of and for the year ended June 30, 2026. Professional standards require that we communicate with you certain items including our responsibilities with regard to the financial statement audit and the planned scope and timing of our audit, including significant risks we have identified.

Our Responsibilities

As stated in our engagement letter dated April 23, 2026, we are responsible for conducting our audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* for the purpose of forming and expressing an opinion about whether the financial statements that have been prepared by management, with your oversight, are prepared, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit does not relieve you or management of your respective responsibilities.

Planned Scope of the Audit

Our audit will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. Our audit is designed to provide reasonable, but not absolute, assurance about whether the financial statements as a whole are free of material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations. Because of this concept of reasonable assurance and because we will not examine all transactions, there is a risk that material misstatements may exist and not be detected by us.

Our audit will include obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and as a basis for designing the nature, timing, and extent of further audit procedures, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting.

However, we will communicate to you at the conclusion of our audit any material weaknesses or significant deficiencies identified. We will also communicate to you:

- Any violation of laws or regulations that come to our attention;
- Our views relating to qualitative aspects of the entity's significant accounting practices, including accounting policies, accounting estimates, and financial statement disclosures;
- Significant difficulties, if any, encountered during the audit;
- Disagreements with management, if any, encountered during the audit;
- Significant unusual transactions, if any;

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- The potential effects of uncorrected misstatements on future-period financial statements; and
- Other significant matters that are relevant to your responsibilities in overseeing the financial reporting process.

Certain significant risks are presumptive in most audits and merit attention by the auditors due to the direct impact over financial reporting and internal control processes. Although we are currently in the planning stage of our audit, the following presumptive significant risks are applicable to our audit and require special audit considerations:

- *Management's override of internal controls over financial reporting:* Auditors must consider and respond to the risk of management override of internal controls, which is the intervention by management in handling financial information and making decisions contrary to internal control policy.
- *Revenue recognition*: Auditors must consider and respond to the risk of management subversion of generally accepted accounting principles in determining how and when revenue is recognized.
- *Significant estimates*: Auditors must consider and respond to the risk of management bias in significant accounting estimates. Financial statement areas containing significant estimates can include, but are not limited to, net pension liability and related deferred inflows/outflows, net OPEB liability and related deferred inflows/outflows, leases receivable and related deferred inflows of resources, lease and subscription liabilities, right-to-use assets, depreciation and amortization expenses, fair value measurements and compensated absence liabilities.

We expect to begin our audit on approximately November 16, 2026. Brianna Schultz, CPA, CGMA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

This information is intended solely for the information and use of the Board of Directors and management of the entity and is not intended to be and should not be used by anyone other than these specified parties.

Respectfully,

Rogers, Anderson, Malody & Scott, LLP.

RAMS
CERTIFIED PUBLIC ACCOUNTANTS

April 23, 2026

To the Board of Directors
Palos Verdes Peninsula Transit Authority
Rolling Hills, California

The following represents our understanding of the services we will provide the Palos Verdes Peninsula Transit Authority.

You have requested that we audit the basic financial statements of the Palos Verdes Peninsula Transit Authority (the entity), as of June 30, 2026, and for the year then ended and the related notes to the financial statements, which collectively comprise the entity's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America (*Government Auditing Standards*), will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP) require that supplementary information, such as management's discussion and analysis, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis

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Supplementary information other than RSI will accompany the entity's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

1. Schedule of Revenues and Expenses by Category

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and *Government Auditing Standards*. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although we are currently in the planning stage of our audit, we have identified the following significant risks during our audit to date that require special audit consideration:

- Management's override of internal controls is considered an inherent risk according to GAAS.
- Improper revenue recognition is considered an inherent risk according to GAAS.
- Significant estimates: Auditors must consider and respond to the risk of management bias in significant accounting estimates.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- To provide us with:
  - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements including disclosures such as records, documentation, and other matters;
  - Additional information that we may request from management for the purpose of the audit; and
  - Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence.
- For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
- For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on the financials;

- For the accuracy and completeness of all information provided;
- For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
- For confirming you understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform, we will not assume any management responsibilities on behalf of the entity. However, we will provide advice and recommendations to assist management of the entity in performing its responsibilities.

The following are nonattest services that may be requested by the entity, which can include, but are not limited to the following:

- Propose adjusting or correcting journal entries to be reviewed and approved by management;
- Assist management with drafting management's financial statements based on the entity's trial balances;
- Annual Financial Transaction Report preparation; and
- Other agreed upon procedures.

The entity's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitoring the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards, and
- The nonattest services are limited to the services requested by the entity, and agreed to by us. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of the entity's basic financial statements. Our report will be addressed to the Board of Directors of the entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinion on the basic financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

If it is determined a Single Audit is needed subsequent to this engagement letter, we will provide the entity with another engagement letter covering the terms and conditions related to a Single Audit and the Uniform Guidance.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Provisions of Engagement Administration, Timing and Fees

Brianna Schultz, CPA, CGMA is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising the firm's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for the audit will be $22,300. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the entity's personnel to assist in the preparation of schedules and analysis of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

Our proposed fee is also dependent on all items requested being completed in the format requested or in a mutually agreed-upon format and uploaded to the Engagement Organizer hosted by our firm in a timely manner in accordance with the agreed-upon audit timeline.

We understand that the entity may occasionally implement software changes or conversions as part of its ongoing efforts to improve operational efficiency and financial management. Our firm is well equipped to support clients through these transitions and ensure that the audit process remains seamless. If the entity initiates a software change or conversion, our firm will work closely with entity staff to update account numbers, names, coding, and other financial data elements in alignment with the new system. However, due to the additional time and resources required to accommodate these changes, there will be a minimum charge of $5,000 associated with this work.

This fee covers:

- Data Mapping and Reconciliation:
  - Updating account structures and mapping old accounts to the new accounts in our audit software.
  - Verifying accuracy and consistency in account names, numbers, and coding between the new system and our audit software.
- System Testing and Validation:
  - Testing reports and financial statements generated from the new system to ensure they align with audit requirements.
  - Addressing discrepancies or issues resulting from the conversion.
- Process Adjustments:
  - Modifying audit procedures to align with the new system's capabilities and reporting outputs.
  - Providing guidance on system-generated reports required for audit purposes.

Our fee for this engagement assumes the following: the entity will be adequately prepared for the audit and the entity's financial operations and working trial balance will be consistent from year to year. If, after we receive the working trial balances, we notice there are excessive new accounts over the prior year, or there are excessive subsequent journal entries, or prepared by client workpapers that do not agree to the working trial balances, or there are new funds/functions within the entity, or other changes that necessitate a significant amount of time to address, we will need to come to an agreed-upon change order to address any possible additional costs incurred by the firm. If the need for additional work does come to our attention, we will immediately notify entity staff. If you choose to have us perform the additional work, then such work will be performed at the same hourly rates applicable to the audit work and set forth in an addendum to the contract between the entity and our firm.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of our firm and constitutes confidential information. However, we may be requested to make certain audit documentation available to various regulators, federal agencies, and to the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of our firm's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to exchanging documents via our secure portals. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

Management is also responsible for the implementation of new standards issued by the GASB. We will provide reasonable assistance in the preparation of the items noted herein, but any significant time needed to complete the financial statements will be billed separately.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report. Upon expiration of this period, we will be free to destroy our records related to the engagement. However, we do not keep original client documents, so we will return those as they are used during each engagement. It is management's responsibility to retain and protect the records for possible future use, including examination by regulators and federal agencies.

We require that a copy of the final trial balance (i.e., a trial balance ready to audit) be delivered to us at least 10 business days prior to the start of the audit, otherwise we may reschedule the start of the audit.

At the conclusion of our audit engagement, we will communicate to the Board of Directors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and

- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Non-solicit Clause

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train and retain our employees. We respectfully request that you do not solicit our employees to work for you. If you do hire one of our employees within 2 years of when they last worked for our firm, we will be due a finder's fee equal to 50% of the annual salary they were earning as of their last day of employment. Payment will be due within 10 days of your receipt of our invoice.

To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Mediation

If a dispute arises out of or relates to this Agreement, including the scope of services contained herein, or the breach thereof, and it cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under the AAA Accounting and Related Services Arbitration Rules and Mediation Procedures before resorting to arbitration, litigation, or any other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation will be conducted in California.

The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.

This provision shall not apply to any dispute of fees owed, billed or due.

Indemnification of Rogers, Anderson, Malody & Scott, LLP

You agree to hold us harmless from any and all claims which arise from knowing misrepresentations to us, or the intentional withholding or concealment of information from us by your management. You also agree to indemnify us for any claims made against us by third parties, which arise from any of these actions by your management. The provisions of this paragraph shall apply regardless of the nature of the claim.

Independent Contractor

When providing services to your company, we will function as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

Our obligations under this Agreement are solely obligations of our firm, and no Stakeholder shall be subjected to any personal liability whatsoever to you or any person or entity.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Force Majeure

Neither party shall be held liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, epidemics or pandemics as defined by The Centers for Disease Control and Prevention, or any law, order or requirement of any governmental agency or authority. However, no Force Majeure event shall excuse you of any obligation to pay any outstanding invoice or fee or from any indemnification obligation under this Agreement.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature intended to replicate a written signature shall be presumed valid, and we may reasonably rely upon it. For purposes hereof, "electronic signature" includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. Documents may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

International Alliance Membership

Our firm is an independent member firm of Alliott Global Alliance, which is an international alliance of independent accounting, law, and specialist firms. Alliott Global Alliance and its member firms are legally distinct and separate entities. These entities are not and shall not be construed to be in the relationship of a parent firm, subsidiary, partner, joint venture, agent, or a network. No Alliott Global Alliance member firm has any authority (actual, apparent, implied, or otherwise) to obligate or bind Alliott Global Alliance or any other Alliott Global Alliance member firm in any manner whatsoever. Equally, neither Alliott Global Alliance nor any other member firm has any authority to obligate or bind us or any other member firm. All Alliott Global Alliance members are independent firms, and as such, they each render their services entirely on their own account (including benefit and risk). In connection with the engagement contemplated by this letter or any other services from time to time provided by us, we may seek advice from or may recommend the retention of an Alliott Global Alliance member firm. Alliott Global Alliance and its other member firms shall have no liability for advice rendered by us or such consulted or retained Alliott Global Alliance member firm. Nor shall we have liability for advice rendered by any of the other Alliott Global Alliance member firms, even if consulted or recommended to you by our firm.

Board of Directors
Palos Verdes Peninsula Transit Authority

Information Exchange/Data Hosting (Engagement Organizer)

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. The Engagement Organizer is used solely as a method of transferring data and is not intended for the storage of the entity's information. Upon conclusion of the engagement, we will provide the entity with a copy of the deliverables and relevant data from the Engagement Organizer relating to the engagement in a mutually agreed-upon format. If the engagement occurs over multiple years, this exchange will occur at least annually. The data and other content will either be removed from the Engagement Organizer or become unavailable to the entity within a reasonable period of time. If the engagement is multi-year, the completion of the engagement occurs each year when the deliverables are completed for that year. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Please electronically sign this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities. Please download a copy of the letter for your records once you have completed the signature process.

As a reminder, we will not initiate services until we receive the signed letter.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Rogers, Anderson, Malody & Scott, LLP.

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the Palos Verdes Peninsula Transit Authority by:

Name: ______________________________

Title: ______________________________

Date: ______________________________

Grant Bennett Associates
A PROFESSIONAL CORPORATION

Proud Member of AlliottGlobalAlliance™

Report on the Firm's System of Quality Control

August 26, 2024

To Rogers, Anderson, Malody & Scott, 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 Rogers, Anderson, Malody & Scott, LLP (the firm) in effect for the year ended November 30, 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/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing 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 professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of 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 a compliance audit under the Single Audit Act and an audit of an employee benefit plan.

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

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Rogers, Anderson, Malody & Scott, LLP in effect for the year ended November 30, 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*. Rogers, Anderson, Malody & Scott, LLP has received a peer review rating of *pass*.

Grant Bennett Associates

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Agenda Item I.1

MEMORANDUM

TO: AUTHORITY MEMBERS

FROM: Martin Gombert, Administrator

DATE: July 21, 2026

SUBJECT: Purchase of Used Bus from MV Transportation

ISSUE

Vehicle #1053 is a Blue Bird bus that was manufactured in 2008. This vehicle is powered by John Deere CNG engines. John Deere no longer manufactures CNG engines and these engines cannot be rebuilt.

The four large buses (31-40') operated by the Authority provide high-capacity service on the Orange and Green Routes. Replacing bus #1053 is critical to provide transit service and limit overcrowding.

BACKGROUND

Blue Bird Corporation no longer manufacturers CNG-powered buses. The Authority located vehicles that are similar to PV Transit's models and that were used in a discontinued transit service in Carson, CA. These vehicles are owned by MV Transportation.

In May 2026 the Authority had several of these vehicles inspected by Fleet Maintenance Specialist, Inc. (FMS) to determine condition, estimated market value, and select the vehicle in the best condition.

FMS inspected two buses (805 and 806). These vehicles were manufactured in 2015, are in very good condition and have four years remaining on the CNG tanks before they are required to be replaced.

A similar vehicle was purchased in October 2024 and has proved reliable in service.

A copy of the detailed vehicle inspection report is attached to this agenda item.

 

IMPACT ON BUDGET

The amount of this project is included in the FY '27 capital budget.

CALIFORNIA AIR RESOURCES BOARD (CARB) REGULATIONS

CARB's Innovative Clean Transit Rule (ICT), which requires transit agencies to transition to a zero-emission fleet by 2040, do not apply to used vehicles.

RECOMMENDATION

Authorize the Administrator to negotiate the purchase one (1) used CNG bus from MV Transportation in the amount not to exceed $100,000. This cost would include the purchase of the used bus, paint and decals, and other miscellaneous work needed to bring the bus into service.

Used Blue Bird 40-foot Bus
Evaluation

JUNE 10, 2026

Introduction
The Palos Verdes Peninsula Transportation Authority (PVPTA) is in need of at least one commuter bus for a daily tripper. With that said they have located six 2015, 40-foot blue bird high floor CNG buses that are currently owned by MV Transportation.

Purpose
In order identify if this is a good opportunity PVPTA has hired Fleet Maintenance Specialists (FMS) to identify at least the best two initial buses of the six buses in order to evaluate a fair market value of the buses. This included a complete physical inspection of the buses, and a base value of the buses considering the mileage, the year make and model and the accessories that they are equipped with.

Proposed Approach
The evaluation process was straightforward and systematic. FMS conducted a thorough inspection of all six buses provided, with the goal of identifying the strongest candidates in the group. To begin, FMS coordinated with MV staff to determine which units they believed were in the best overall condition. Their initial selections were based on mileage, general vehicle condition, recent major component replacements, and the results of prior condition-assessment reports.

It was also noted that certain buses were being used as parts donors to support repairs on other units. Because those buses no longer represented complete or reliable candidates, they were excluded from primary consideration. This allowed the inspection effort to focus on the buses most likely to remain viable, intact, and operational.
Accessories Overview before they need to be replaced.

Defects Overview
FMS conducted inspections on the buses to identify all major inoperable components and items requiring repair. This assessment included paint condition, body damage, and any corrective actions needed to ensure each unit can be safely operated on the road. All identified defects and actual conditions are documented on the individual bus inspection sheets.

Bus 805 stands out as the stronger option overall. The overall body had the least amount of damage. The air-conditioning system also performed well during testing cooling down without issue. Compared to the other buses they either parted out the AC systems or they just did not cool.

The only other unit we would consider is Bus 807, as it is the second-best performer in the group. It starts reliably, operates smoothly, and does not present any major mechanical concerns beyond the typical wear expected for its age. While 807 is a viable option, Bus 805 remains the superior long-term choice. Based on the overall components and operating condition, 805 is expected to provide the longest service life and the best return on investment.

The inspection for 805 identified a range of minor to moderate defects across multiple systems. Most issues are related to wear-and-tear components, adjustments, or fluid conditions rather than major mechanical failures. Key findings include:

- Driver Seat & Belt: Seat cover is falling apart and requires replacement or repair.
- Transmission Fluid Level: Transmission fluid reads approximately 2 quarts high, indicating the need for correction and further evaluation.
- HVAC System:
  - Front A/C temperature measured at 60°F, which is above optimal cooling performance.
  - Heater temperature recorded at 110°F, within a functional range.
- Windshield Wipers: Wiper blades are worn and need replacement.
- Exterior Body & Panels:
  - Multiple areas show scratches, dents, and paint damage, including the left side, right side, and rear of the bus.
  - Some panels require refinishing or minor bodywork.
- Interior Components:
  - Several interior panels and trim pieces show wear or damage.
  - Driver compartment has cosmetic defects that need attention.

- Air System:
  - Air pressure readings: Cut-In 50 PSI, Cut-Out 120 PSI, Pop-Off 45 PSI—all within acceptable ranges, with no functional defects noted.
- Miscellaneous:
  - Additional minor cosmetic and functional issues were noted throughout the vehicle, but none rise to the level of major operational defects.
- All supporting documentation, including inspection sheets, photographs, and related files for the evaluated bus, can be accessed at the following link:

https://www.dropbox.com/scl/fo/ru6a914i2v858vuxo60cw/AFI3TfjSlNIqE5MuKLiLDNM?rlkey=qcko3o40zpxqbyowdc1hleqi8&st=k00ab5nn&dl=0

- This repository contains all visual and written evidence used during the assessment and should be referenced for verification of conditions, defects, and component status.

Conclusion

Based on the inspections conducted, Bus 805 is the clear top candidate due to its superior operating condition, newer major components, and strong long-term service potential. Bus 807 is the only other unit that meets an acceptable operational standard, though it does not offer the same longevity or overall value as 805. The remaining buses either exhibited significant defects or were being used as parts donors, making them unsuitable for consideration. Overall, the evaluation process allowed us to identify the most reliable and cost-effective option, with Bus 805 standing out as the best investment moving forward.

Sincerely,

Drake Sumrall
Fleet Maintenance Specialists Inc.
June 19, 2026

Palos Verdes (1)

FMS

Bus Number:	805	Safety - Out of Service	2
Inspectors:	Drake Sumrall	Client Out of Service	2
Date:	6/12/2026	Road Test	

Manufacturer	New Flyer
Model	LF 40 Foot
Vehicle Year	2026
Hub Mileage	
Dash Odometer	218805.6
VIN	FALSE
Fire Extinguisher	
Date	
Fire Suppression	
Status	OK
Battery Front	OK
Battery Rear	OK
Engine Oil Level	OK
Trans Fluid Level	OK
Coolant Level	OK
Refractor Reading	NA

Location	Brake Rod Travel	Brake Pad Thickness (MM)	Tire Pressure	Tire Depth (32nds)
Right Front	Disc	NA	NA	12
Left Front	Disc	NA	NA	12
Right Rear Inner	Disc	NA	NA	16
Right Rear Outer	Disc	NA	NA	17
Left Rear Inner	Disc	NA	NA	16
Left Rear Outer	Disc	NA	NA	16
Right Inside Tag	Disc	NA	NA	
Right Outside Tag	Disc	NA	NA	
1901	Disc	NA	NA	
Left Outside Tag	Disc	NA	NA	

	Front	Rear
HVAC Temps	68 to 72	68 to 72
Heater Temp	68 to 72	68 to 72
Pictures Y/N	No	Picture URL link

Air System PSI		
Cut In	Cut Out	Pop Off
50	120	45

Picture Files

Defect	Sev Code	System Code	System Affected	Defect Description		Original Defects	Repair Verified	Deferred
					Totals	12	0	12
			System Code	Defect Description	Location			
1	4	C6	C6 Driver Seat/Belt	Cover Falling	Drivers compartment	X		X
2	3	D14	D14 Low Fluid/Condition	Trans Level Reads 2QT high	Engine compartment	X		X
3	1	C9	C9 Passenger Seats	Missing floor mount caps	Whole Bus	X		X
4	1	C4	C4 Fire Extinguisher/Suppression	Out of date	Drivers compartment	X		X
5	2	C17	C17 Emergency Exits and Windows	Emergency exit cable needs lube	Throughout	X		X
6	4	C11	C11 Emergency Triangles	Box Damaged	Drivers area	X		X
7	3	C14	C14 Interior Side Panels/Ceilings	Panels Loose	Over head	X		X
8	4	A10	A10 Wipers/Washers	Needs new Blades	Windshield	X		X
9	3	E5	E5 Tire/Wheel Condition (Safety)	Low air pressure	CS rear	X		X
10	4	C21	C21 Interior Cleanliness	Dirty	Throughout	X		X
11	2	C14	C14 Interior Side Panels/Ceilings	Water leak	Floor	X		X

Agenda Item I.2

MEMORANDUM

TO: AUTHORITY MEMBERS

FROM: Martin Gombert, Administrator

DATE: July 21, 2026

SUBJECT: AB 2561 Vacancies and Recruitment Hearing

ISSUE

Assembly Bill 2561 requires public agencies to hold a public hearing to present the status of vacancies and recruitment and retention efforts.

BACKGROUND

AB 2561 was introduced to address the issue of job vacancies in local government, which adversely affects the delivery of public services and employee workload. Among other requirements, the bill mandates that public agencies present the status of vacancies and recruitment and retention efforts during a public hearing before the governing body at least once per fiscal year. The bill was enacted into law and is codified at Government Code section 3502.3. The new law is effective January 1, 2025.

RECRUITMENT

The Authority has no employees. Staff has been provided by a contractor since the Agency's inception in 1992.

RECOMMENDATION

Receive and file.

Agenda Item I.3

MEMORANDUM

TO: AUTHORITY MEMBERS

FROM: Martin Gombert, Administrator

DATE: July 22, 2026

SUBJECT: Video Surveillance Policy

BACKGROUND

PV Transit's contract operator, MV Transportation, has equipped all PV Transit vehicles with Drive Cam video surveillance equipment. Drive Cam provides forward and rear facing video recording as well as telematics relating to vehicle operation.

During the past six months, contractor staff has used Drive Cam video clips to investigate customer complaints relating to speeding and wheelchair access.

The Authority does not have a policy that outlines how requests for video clips are handled. The draft policy regarding Drive Cam Video Recording, Review, Retention, and Release is designed to establish a uniform process for the use, review, preservation, and release of video clips and related data generated by Drive Cam or similar onboard vehicle recording systems.

FINANCIAL IMPACT

None

RECOMMENDATION

Approve Drive Cam Video Recording, Review, Retention, and Release policy.

PALOS VERDES PENINSULA TRANSIT AUTHORITY
DRAFT POLICY REGARDING DRIVE CAM VIDEO RECORDING, REVIEW, RETENTION, AND RELEASE

Policy Owner	Administrator or designee
Applies To	PV Transit personnel, contracted operations providers, maintenance contractors, and any vendor or subcontractor with access to PV Transit vehicle video data
Systems Covered	Drive Cam, SmartDrive, and any functionally similar onboard video, audio, event-recorder, or telematics recording systems used in PV Transit service vehicles
Draft Basis	Emails dated May 23 and May 27, 2026, concerning MV Transportation use of Drive Cam equipment in PV Transit buses, MV ownership/payment of equipment and maintenance, and resident/customer requests for video clips
Effective Date	To be inserted upon approval

1. Purpose

The purpose of this Policy is to establish a uniform process for the use, review, preservation, and release of video clips and related data generated by Drive Cam, SmartDrive, or similar onboard vehicle recording systems used in PV Transit service vehicles.

This Policy is intended to protect passenger and employee privacy, support safety and incident review, preserve records when legally required, and ensure that any public, customer, media, insurance, law-enforcement, litigation, or subpoena request for video is handled consistently and lawfully.

2. Background and Policy Assumptions

PV Transit currently contracts for transit operations services. PV Transit has been advised that its service provider, MV Transportation, uses Drive Cam equipment in PV Transit buses, owns or controls the equipment, and pays the Drive Cam maintenance fee. PV Transit has also previously advised residents and customers that PV Transit does not directly control video clips maintained by the service provider or Drive Cam vendor. Because a video clip involving PV Transit service may implicate public-records, privacy, contractual, litigation-hold, insurance, and operational-safety issues, PV Transit will not release, deny, delete, or disclaim control over any requested clip until the Administrator or designee has reviewed the request, the applicable service-provider contract, and the factual circumstances concerning possession, custody, control, and right of access.

3. Scope

This Policy applies to all video, audio, still images, metadata, event data, telematics data, driver-behavior data, and related records created, stored, transmitted, viewed, downloaded, 43

exported, or retained through Drive Cam, SmartDrive, or any similar system used in connection with PV Transit service.
This Policy applies whether the record is located on a bus, in a vendor portal, with MV Transportation, with Drive Cam, with another contractor, on a local storage device, in cloud storage, or in any other repository used for PV Transit service.

4. Definitions

Term	Definition
Authority	Palos Verdes Peninsula Transit Authority / PV Transit.
Contractor	Any operations contractor, maintenance contractor, technology vendor, subcontractor, or agent that creates, stores, receives, reviews, or has access to video or related data for PV Transit service.
Covered Video	Any Drive Cam, SmartDrive, onboard video, audio, still image, event clip, or related metadata generated in connection with PV Transit service.
Request	Any request for Covered Video, whether from a resident, customer, passenger, employee, contractor, insurer, claimant, attorney, media outlet, public agency, law-enforcement agency, subpoenaing party, or member of the public.
Release	Viewing, copying, downloading, transmitting, posting, publishing, exporting, producing, or otherwise disclosing Covered Video outside authorized internal review channels.

5. Authorized Uses

Covered Video may be used only for legitimate PV Transit purposes, including:

- Reviewing safety incidents, collisions, near misses, complaints, passenger injuries, operator conduct, service quality, and claims.
- Evaluating and improving training, supervision, operations, safety, and risk management.
- Responding to lawful requests, subpoenas, claims, litigation, insurance matters, law-enforcement matters, or public-records requests after appropriate review.
- Complying with applicable law, contractual obligations, regulatory requirements, and preservation duties.

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Covered Video shall not be accessed, viewed, downloaded, copied, or disclosed for curiosity, personal reasons, social media, public relations, employee discipline outside authorized procedures, or any purpose unrelated to PV Transit business.

6. Roles and Responsibilities

6.1 Administrator

The Administrator, or a written designee, is responsible for receiving and coordinating responses to all Requests for Covered Video, coordinating with legal counsel when needed, and directing contractors regarding preservation, retrieval, review, and release.

6.2 Contractors and Vendors

Contractors and vendors shall not release Covered Video directly to any resident, customer, passenger, claimant, attorney, media outlet, third party, or public agency without written authorization from the Administrator or designee, except where immediate release is required by law and prompt notice is provided to PV Transit.

Contractors and vendors shall promptly notify PV Transit of any Request, subpoena, claim, threat of litigation, data breach, unauthorized access, or request to delete or alter Covered Video involving PV Transit service.

6.3 Legal Counsel

Legal counsel should review Requests that involve the California Public Records Act, subpoenas, claims, litigation, threatened litigation, law enforcement, minors, medical information, employee discipline, privacy concerns, or potentially exempt or privileged material.

7. Procedure for Requests for Covered Video

All Requests shall be directed to the Administrator or designee. No employee, contractor, or vendor may independently grant or deny access to Covered Video except as authorized in this Policy.

1. Log the Request. Record the request date, requester name and contact information, incident date/time, route, vehicle number, location, description, and requested form of access.
2. Identify the Record. Determine whether Covered Video may exist and identify the location of the record, including whether it is with MV Transportation, Drive Cam, another vendor, or PV Transit.
3. Preserve the Record. If the Request relates to a complaint, incident, claim, injury, collision, threatened litigation, subpoena, insurance matter, or public-records request, issue a preservation instruction before ordinary deletion or overwriting occurs.
4. Review Control and Access. Review the applicable contract and actual system access to determine whether PV Transit has possession, custody, control, or a contractual right to obtain the clip.

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5. Conduct Legal and Privacy Review. Before release, evaluate applicable privileges, exemptions, privacy interests, confidentiality obligations, law-enforcement concerns, personnel/privacy issues, security concerns, and need for redaction or pixelation.
6. Determine Response. Provide a written response, produce an authorized copy, arrange supervised inspection, deny or withhold if legally appropriate, or advise that PV Transit does not possess or control the record only after confirming the facts and contractual rights.
7. Document the Outcome. Maintain a record of the response, released materials, withheld materials, legal basis for any withholding, and persons who accessed or received the clip.

8. Public Records Act and Third-Party Requests

Covered Video may be a public record when it is prepared, owned, used, retained, or controlled by PV Transit or by a contractor performing PV Transit functions, depending on the facts and applicable law. A Request for Covered Video that may constitute a public-records request shall be routed to the Administrator and legal counsel for review.

PV Transit may consider lawful exemptions and limitations, including privacy, personnel, security, investigatory, litigation, attorney-client, attorney work-product, deliberative-process, confidential, and other applicable grounds. When feasible and legally required, PV Transit should consider redaction, blurring, muting, cropping, or still-image extraction rather than withholding an entire record.

PV Transit should not state categorically that it has no control over video clips unless the Administrator or designee has confirmed, based on the contract and actual system access, that PV Transit lacks possession, custody, control, and any enforceable right to obtain the requested clip.

9. Privacy, Redaction, and Sensitive Content

Covered Video may contain images, voices, names, faces, license plates, locations, disability-related information, medical information, minors, vulnerable passengers, employee information, and other sensitive material. PV Transit shall limit access to those with a legitimate need to know and shall use reasonable safeguards to prevent unauthorized disclosure.

Before release outside authorized internal channels, PV Transit shall consider whether to redact or obscure:

- Faces and identifying features of passengers, minors, members of the public, or employees not directly relevant to the Request.
- Audio containing personal, medical, disability-related, or confidential information.
- License plates, addresses, phone numbers, or other personal identifiers.
- Security-sensitive information regarding vehicle systems, facilities, routes, or emergency procedures.

- Information protected by privilege, confidentiality, personnel rules, or pending claim/litigation considerations.

10. Retention and Preservation

PV Transit shall maintain a retention schedule for Covered Video or incorporate Covered Video into its records-retention schedule after reviewing vendor retention capabilities and contract terms. Until a specific retention schedule is approved, PV Transit should not rely solely on automatic vendor deletion for video associated with a complaint, incident, collision, injury, claim, subpoena, public-records request, or threatened litigation.

When a preservation duty exists, the Administrator or designee shall instruct the contractor or vendor in writing to preserve the relevant clip, metadata, audit logs, and related records until PV Transit authorizes release of the hold.

11. Contractor Contract Requirements

PV Transit should incorporate video-governance requirements into its operations and technology contracts. At a minimum, contracts should require the contractor and vendor to:

- Promptly provide PV Transit access to or copies of Covered Video upon request by the Administrator or designee.
- Preserve clips and related metadata upon notice from PV Transit.
- Prohibit unauthorized disclosure, downloading, posting, or distribution of Covered Video.
- Maintain access logs and identify all persons who viewed, exported, copied, or received Covered Video.
- Comply with PV Transit confidentiality, privacy, cybersecurity, records-retention, and public-records obligations.
- Notify PV Transit immediately of any subpoena, public-records request, claim, incident, unauthorized access, or attempted third-party request for Covered Video.
- Confirm whether equipment, cloud storage, licensing, maintenance, and vendor portals are owned, leased, licensed, or controlled by the contractor, vendor, or PV Transit.
- Provide deletion, retention, export, and redaction capabilities sufficient to comply with PV Transit directions and legal obligations.

12. Law Enforcement and Emergency Requests

Emergency or law-enforcement Requests shall be referred immediately to the Administrator or designee. PV Transit may cooperate with law enforcement when legally appropriate, but disclosure should be documented and limited to what is authorized by law, subpoena, warrant, emergency circumstances, or written approval from the Administrator after consultation with counsel where practicable.

13. Litigation, Claims, and Subpoenas

Any Request associated with an injury, collision, claim, attorney demand, subpoena, lawsuit, government investigation, or threatened litigation shall be referred to legal counsel before release. PV Transit shall issue preservation instructions and suspend routine deletion for relevant Covered Video and related metadata.

14. Prohibited Conduct

The following conduct is prohibited:

- Accessing or viewing Covered Video without a legitimate PV Transit business purpose.
- Downloading, copying, forwarding, posting, texting, emailing, or releasing Covered Video without written authorization.
- Deleting, overwriting, altering, editing, or failing to preserve Covered Video after notice of a complaint, incident, Request, claim, subpoena, or litigation hold.
- Representing that PV Transit has no access to or control over Covered Video without verification by the Administrator or designee.
- Using Covered Video for harassment, retaliation, embarrassment, entertainment, or any non-business purpose.

15. Implementation Steps

To implement this Policy, PV Transit should complete the following operational steps:

- Review the current MV Transportation agreement and any Drive Cam-related documents to confirm ownership, access, retention, export, maintenance, cost, and release rights.
- Designate a single PV Transit point of contact for all video requests.
- Create a request log and preservation-hold template.
- Confirm the default retention period and whether clips are automatically overwritten or deleted.
- Confirm whether MV Transportation, Drive Cam, or PV Transit can export, redact, blur, mute, or otherwise prepare clips for lawful release.
- Train PV Transit staff and contractors that no video may be released directly to residents, customers, media, or third parties without written authorization.
- Update contractor requirements in the next contract amendment, renewal, or procurement.

16. Draft Administrative Response Language

PV Transit may use the following interim response language, subject to legal review and the facts of a particular request:

"PV Transit is reviewing your request for any responsive onboard video or related record. Some onboard video systems used in PV Transit service may be operated, stored, or maintained by PV Transit's service provider or technology vendor. PV Transit will review the applicable facts, contract rights, privacy issues, and legal requirements before determining whether a responsive record exists, whether PV Transit has possession or control of the record, and whether any record may be inspected, copied, redacted, withheld, or otherwise released under applicable law."

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17. Review and Revision

This Policy should be reviewed at least annually and whenever PV Transit changes operations contractors, video vendors, equipment, access rights, retention settings, or legal requirements affecting video records.

18. Approval

Approved By	
Title	
Date	
Policy Number	

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