

July 5, 2016

Parties to the 2012 Nine-Party MOU agreed on an early investment strategy pertaining to the Blended System in the San Francisco to San Jose Segment of the Peninsula Rail Corridor. And since that time, in 2016, seven of the original nine parties agreed to enter into a Seven Party Supplement to the 2012 MOU to provide additional funding for the Peninsula Corridor Electrification Program (PCEP). The 2012 Nine-Party MOU and the 2016 Seven-Party MOU Supplement are included here as attachments A and B.

As part of the Seven Party MOU Supplement, these seven funding partners agreed to discuss and put in writing a protocol for program oversight roles for the funding partners prior to the award of the PCEP contracts.

Since early 2016, the parties led by San Francisco County Transportation Authority and Caltrain have been discussing these program oversight protocol, and have settled on the exact program oversight roles and protocol. These protocols are now attached to this letter as Exhibit A. Each funding partner may participate as much or as little in program oversight consistent with the attached protocols as their agencies wish. The key staff who will participate in the program oversight will acknowledge these agreed upon oversight roles and protocols by their signatures below. Funding partners should notify PCJPB in writing when there are changes to the key staff who will participate in program oversight.

Ben Tripousis
California High Speed Rail Authority

Edward D. Reiskin
City and County of San Francisco

Anne Richman
Metropolitan Transportation Commission

Liria Larano
Peninsula Corridor Joint Powers Board

Maria Lombardo
San Francisco County Transportation Authority

April Chan
San Mateo County Transportation Authority

Jim Lawson
Valley Transportation Authority

Exhibit A

FUNDING PARTNERS OVERSIGHT PROTOCOL FOR CALTRAIN'S CAL MOD PROGRAM
(Electrification, Vehicles, CBOSS "Project")

1. The Caltrain Project Management staff (CPMT) will have an open door policy with the Funding Partners' oversight representatives (Partners), who will have access to project Section Managers and available information. The Partners understand that some information will be confidential and commit to honor that confidentiality by not sharing or divulging any information so defined by CPMT in writing
2. Any of the Partners may attend any and all progress meetings with the CPMT, to stay abreast of all project activities and when warranted, may also attend, as observers, partnering sessions and progress meetings with the contractor. The CPMT will provide a list of current and anticipated regularly scheduled meetings.
3. The Partners may also attend meetings with the FTA and its PMO. The CPMT will provide a list of current and anticipated regularly scheduled meetings. It will be the responsibility of the Partners to secure FTA's agreement to such participation. The CPMT will make the first approach to the FTA.
4. The CPMT will make available to the Partners all project deliverables, reports, plans, procedures, and progress and cost reports for review and comment, which will be performed within a stipulated review period to be agreed upon with the Partners. Should the Partners not provide comments by the due date, the CPMT may assume that they are not forthcoming.
5. The Partners may review progress and cost reports and provide comments. CPMT will ensure that Partners have adequate time to review and comment.
6. CPMT shall provide to the partners a quarterly progress report on each defined project in a format to be agreed among the Partners and CPMT. At a minimum, the report will document the progress to date against the baseline and forecast outcomes for all major project components, and shall clearly identify any significant deviations in scope, schedule and budget that the CPMT can identify. Where the deviations are significant, CPMT shall provide a plan for resolving the deviation. The report shall also define all significant risks known to successful completion of the project and measures being taken to minimize those risks. CPMT and the Partners will also develop an agreed set of "dashboard" indicators based on the above report for use in informing senior management and policymakers of project status.
7. The Partners may participate in consultant selection panels and proposal/bid reviews. CPMT will advise the Partners of upcoming panels so the Partners have adequate time to determine whether they will participate.
8. The Partners may monitor quality through regular discussions with the Quality Assurance Manager.
9. The Partners will be members of the Risk Management team, and participate in all Risk Management meetings, and receive copies of the original risk register, its monthly updates, and reports. CPMT will notify the Partners within 10 business days of any issues that arise that result in additional costs exceeding \$250,000 with any aspect of the Project that creates additional risk.
10. The CPMT will institute a Configuration Management Board (CMB), with one representative each from San Francisco, the California High Speed Rail Authority, and the Valley Transportation Authority as voting members, to review all proposed changes, regardless of whether they are originated by the owner, designer, or contractor, to determine merit, agree on quantum, and ultimately authorize all changes for the project. The Partners agree that their representative to the CMB will have the appropriate technical and Project Management background. No member of the CMB will have veto power.
11. The Partners will provide support to the CPMT on funding and financing issues, subject to each respective governing board's authority to appropriate funding.

12. CPMT will ensure appropriate and required documentation is provided to the Partners so that the Partners can review and approve project invoices submitted to their respective agencies and assure that they are processed on a timely manner.
13. The Partners will assist CPMT with development of grant amendments and funding requests that are submitted to their respective agencies for approval.
14. The Partners can request a meeting with CPMT at any time in addition to the meetings above to receive additional information related to any aspect of the Project.
15. The CPMT agrees that one or more of the Partners can request an audit and/or review of any of the Project information at any time. CPMT agrees to comply with supporting information to comply with all request within 30 days.

