



**RIO METRO**  
REGIONAL TRANSIT DISTRICT

**BOARD OF DIRECTORS MEETING**

Friday, March 15, 2019

12:00 p.m.

809 Copper Ave. N.W., Albuquerque, NM 87102

**AGENDA**

**Call to Order**

The presence of a quorum will be noted.

**Approval of the March 15, 2019 Agenda**

Tab 1

**Approval of the February 15, 2019 Action Summary**

**PUBLIC COMMENT**

Tab 2

Anyone who wishes to address the RMRTD Board must register with the Secretary of the Board

**FINAL ACTION ITEMS**

Tab 3

**Authorizing RMRTD to Enter into the Intergovernmental Agreement Regarding Positive Train Control Improvements with the NMDOT**

**DISCUSSION / INFORMATIONAL ITEMS**

Tab 4

**Staff Reports:**

-ABQ RIDE, NCRTD, Rio Metro RTD

- Performance Report

**OTHER BUSINESS AND NOTES**

**Next Meeting: Friday, April 19, 2019 at 12:00 p.m.**

Anyone requiring special accommodations is requested to notify Barbara Thomas at (505) 247-1750 or [bthomas@mrcog-nm.gov](mailto:bthomas@mrcog-nm.gov) at least three days prior to the meeting.



**RIO METRO**  
REGIONAL TRANSIT DISTRICT

RMRTD Board of Directors  
**ACTION SUMMARY**  
 Friday, February 15, 2018  
 12:00 noon  
 809 Copper Ave. N.W.  
 Albuquerque, NM 87102

**Diane Gibson, Chair**

**Wayne Ake, Vice Chair**

ORGANIZATION		MEMBER		ALTERNATE
Bernalillo County		Debbie O'Malley, Commissioner		Ron Lopez
		Maggie Hart Stebbins, Commissioner	X	Julie Luna
	X	Charlene Pyskoty, Commissioner		Richard Meadows
Sandoval County		Michael Meek, Commissioner		Vacant
Valencia County		Charles Eaton, Commissioner		Orlando Montoya
City of Albuquerque	X	Isaac Benton, Councilor		Tom Menicucci
	X	Diane Gibson, Councilor, Chair		Charlotte Chinana
	X	Klarissa Peña, Councilor		Cherise Quezada
		Cynthia Borrego, Councilor	X	Susan Vigil
		Don Harris, Councilor	X	Tom Menicucci Bonnie Suter
		Lawrence Rael	X	Leon Espinoza
City of Belen		Jerah Cordova, Mayor		Steven Tomita
City of Rio Communities		Mark Gwinn		
City of Rio Rancho		Dawnn Robinson, Councilor		Peter Wells
	X	Jim Owen, Councilor		Peter Wells
Town of Bernalillo	X	Jack Torres, Mayor		Andy Edmondson
Village of Bosque Farms	X	Wayne Ake, Councilor		
Village of Corrales		David Dornburg		Pat Clauser
Village of Los Lunas		Charles Griego, Mayor		Michael Jaramillo
Village of Los Ranchos de Albuquerque		Donald Lopez, Mayor	X	Mary Homan
<b>ASSOCIATE MEMBERS</b>				
Isleta Pueblo	X	Kathy Trujillo		Vacant
<b>NON-VOTING ADVISORY MEMBERS</b>				
ORGANIZATION		MEMBER		ALTERNATE
NCRTD		Anthony Mortarillo		Jim Nagle
<b>MRCOG STAFF PRESENT</b>				
Dewey Cave, Barbara Thomas, Conni Vigil, Larry Moritomo, Robert Gonzales, Larry Horan, Allyne Clark, Gil Melgarejo				

## AGENDA

### Call to Order

The meeting was called to order at 12:14 p.m. by Chair Diane Gibson, City of Albuquerque. The presence of a quorum was noted.

### Approval of Agenda for February 15, 2019

#### Action Taken:

Diane Gibson, City of Albuquerque, made a motion to:

**APPROVE THE AGENDA FOR FEBRUARY 15, 2019 AS PRESENTED**

The motion was seconded by Mary Homan, Village of Los Ranchos de Albuquerque, and passed unanimously.

Tab 1

### Approval of Action Summary of November 16, 2018

#### Action Taken:

Ms. Gibson made a motion to:

**APPROVE THE ACTION SUMMARY OF NOVEMBER 16, 2018 AS PRESENTED**

The motion was seconded by Isaac Benton, City of Albuquerque, and passed unanimously.

## PUBLIC COMMENT

Tab 2

There were no public comments.

## ACTION ITEMS

Tab 3

### Approval of Employment Agreement Amendment for the MRCOG Executive Director (Closed Session)

Mr. Cave explained that a resolution had previously been approved by the MRCOG Executive Board that the word "interim" be removed from his title relative to the RMRTD and that by the current action, it will also be removed by the RMRTD Board.

#### Action Taken:

At 12:15 p.m. Chair Gibson made a motion to:

**GO INTO A CLOSED SESSION OF THE BOARD TO DISCUSS THE AMENDED EMPLOYMENT AGREEMENT FOR THE MRCOG EXECUTIVE DIRECTOR, DEWEY V. CAVE**

The motion was seconded by Mr. Benton, and passed unanimously.

The closed session was ended at 12:20 p.m. and the regular meeting resumed.

## **Approval of RMRTD Having Ownership Interest in the Positive Train Control System Until Such Time as RMRTD's State Infrastructure Bank Loan Debt for PTC Implementation is Retired**

Mr. Cave explained that the RMRTD Board of Directors passed R-18-04 RMRTD "Authorizing the Rio Metro Regional Transit District to enter into a State Infrastructure Bank Loan Agreement with the New Mexico Department of Transportation to Provide Financing for the Necessary Local Match of the New Mexico Rail Runner Express Positive Train Control Project" at their April 20, 2018 Board Meeting.

The resolution Included the following resolving clauses:

"Section 1: that RMRTD is authorized to enter into a Loan Agreement with NMDOT for receipt and repayment of a SIB loan in the amount of \$10,900,000.00 at 1% interest over 18 years with principal payments differed for the first three years to provide funding for PTC, and the Chief Executive Officer has the authority to negotiate on behalf of the Board of Directors for more advantageous loan terms and to increase the loan amount by up to 10% based on actual PTC project costs; and

Section 2: that RMRTD pledges the proceeds from the county regional transit gross receipts tax as collateral and as the dedicated source of revenue to repay the SIB loan; and

Section 3: that RMRTD is authorized to enter into a loan Intercept Agreement with NMDOT whereby the revenues received from the county regional transit gross receipts tax may be intercepted by NMDOT to make payments due under the Loan Agreement in the event RMRTD fails to make timely payments on the SIB loan."

The Memorandum of Agreement (MOA) between RMRTD and NMDOT governing the operations and maintenance of the New Mexico Rail Runner Express includes provisions that allow the following:

- NMDOT to sell the NMRX
- NMDOT to remove RMRTD as the operator

In order to protect RMRTD from having to service debt in the event that NMDOT exercises either one of these option, RMRTD Staff and NMDOT staff have developed an Intergovernmental Agreement Regarding Positive Train Control Improvement (see attached draft). To protect RMRTD's position, the following clause is being proposed:

"8. Ownership of PTC Improvements: RMRTD shall own the PTC improvements on the NMRX up to the principal amount of the SIB Loan (\$10,900,000), and the NMDOT shall own the remaining proportion of PTC improvements. RMRTD's ownership percentage of the PTC improvements shall decrease over time in proportion to the payment schedule in the SIB Loan, until the SIB Loan is paid in full. Upon full repayment of the SIB Loan, ownership of the PTC improvements shall revert in full to the NMDOT. Prior to repayment, either party shall have the option to terminate its ownership interest by notifying the other party within thirty (30) days in writing, then the terminating side shall pay the other for its remaining ownership interest"

RMRTD general council believes the attached Intergovernmental agreement provides protection for RMTD in the event NMDOT makes a decision to sell the NMRX or to remove RMRTD as the operator.

A lengthy discussion followed regarding this proposal and Leon Espinoza, speaking as the alternate for Lawrence Rael (City of Albuquerque) asked that action be delayed as Mr. Rael,

being unable to attend the meeting, has questions he would like answered first. Further conversation followed regarding any risks as a result of a delay.

Larry Horan, MRCOG/RMRTD legal counsel, noted that a delay in approval would delay the implementation of PTC.

Mr. Benton requested to be included in any discussions prior to Board action as did Ms. Gibson.

Mr. Cave suggested approving contingent upon Mr. Rael's concerns being addressed.

Ms. Homan made a motion to approve with Wayne Ake, Village of Bosque Farms, seconding the motion. The motion failed and further discussion followed.

**Action Taken:**

Chair Gibson made a motion to:

**DEFER ACTION UNTIL MR. RAEL'S CONCERNS ARE ADDRESSED**

The motion was seconded by Ms. Homan and passed unanimously.

It was agreed that a special meeting of the RMRTD Board would be held in the next two to three weeks for action on this item.

**INFORMATION AND DISCUSSION ITEMS**

Tab 5

**RMRTD Budget and Finance Committee Report**

Conni Vigil, RMRTD Senior Finance Manager, presented the report from the Budget and Finance Committee. Ms. Vigil said that the Budget and Finance Committee has reviewed the information in the report that was distributed. She noted that, on the Rail side, due to the government shut-down, some delays were experienced in receiving federal funds and that is why some discrepancies are found on the spread sheets. Additionally annual rail insurance was paid and therefore, a negative balance is seen.

For Transit, revenues and expenditures were not impacted by the government shut-down..

Ms. Vigil stood for questions.

For Capital Outlay Requests, Rail Runner needs a match of \$624 thousand for the federal funds we have already received for WIFI upgrades.

For the centralized traffic control, a grant is pending and a match is needed in the amount of \$2.5 million.

For the Main 2 extension in the North Valley, a \$1.3 million match is needed for a pending grant.

TIP (Transportation Improvement Program) requests are submitted each year. Ms. Vigil reviewed the grants that will be included in the 2020 budget. These include approximately \$18 million (NMRX Maintenance of Equipment/Way; \$191,000 (Rio Metro Community Transportation; \$800,000 (Rio Metro Small Urban Transit Services); and \$900,000 (Rio Metro Rural Transit Services).

Ms. Vigil said that if the grant for centralized traffic control is not successful, RMRTD will

request will request STP-U funds will be requested for FY 2022-2023 in the amount of \$4,287,905 for each year.

If the grant request for the Main 2 Extension is not received, RMRTD has submitted a TIP request in the amount of \$4,624,089 in the year 2025.

Regarding the Valencia County Transit Facility, a TIP request has been submitted in the amount of \$3.2 million for the planning and development of the transit facility. This is for the year 2024.

The AMPA-wide bike share a TIP request has been submitted in the amount of \$750,000 for 2022 and 2024.

The New Mexico Legislative Finance Committee has evaluated the NMRX and although ridership is down, steps are being taken to bring the numbers back up. There are numerous reasons for drops in ridership including the price of fuel, the economy and jobs in Santa Fe.

Mr. Cave noted that the NMRX has the support of both the State legislature and administration.

Tab 6

### **Staff Reports**

**RMRTD:** The Performance Report for December 2018 was distributed.

**ABQ Ride:** There was no report from ABQ Ride.

**North Central RTD:** No report.

**Performance Report:** Handed out at the meeting.

### **Potential Exhibit Involving NMRX:**

Larry Morimoto, RMRTD Advertising Specialist, presented information on a program sponsored by the Portraits of Hope Foundation.

Mr. Morimoto explained that the Portraits of Hope Program is aimed at enriching the lives of children and adults, many of whom face socio-economic and/or physical or medical challenges. The Portraits team, engages hospitals, schools and social service organizations to complete creative projects which are wrapped on taxi cabs (in NYC), airplanes, blimps and fire and rescue vehicles. As well as public buildings.

The group has proposed wrapping Rail Runner car(s) at no cost to the NMRX. It is believed that national and international exposure from the project would be far-reaching and would showcase the good will of the Rail Runner.

To determine if this project is feasible, a letter of interest will be requested from the RMRTD Board, after which the Portraits of Hope staff would visit the market and make an assessment.

The meeting adjourned at 1:20 p.m.

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Diane Gibson, Chair  
Rio Metro Regional Transportation Board

ATTEST:

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Dewey V. Cave, Executive Director



## TAB 3

### STAFF ANALYSIS OF Authorizing RMRTD to enter into the INTERGOVERNMENTAL AGREEMENT REGARDING POSITIVE TRAIN CONTROL IMPROVEMENTS WITH NMDOT

The RMRTD Board of Directors Passed R-18-04 RMRTD “**Authorizing the Rio Metro Regional Transit District to enter into a State Infrastructure Bank Loan Agreement with the New Mexico Department of Transportation to Provide Financing for the Necessary Local Match of the New Mexico Rail Runner Express Positive Train Control Project**” at their April 20, 2018 Board Meeting.

R-18-04 RMRTD Included the following resolving clauses:

“Section 1: that RMRTD is authorized to enter into a Loan Agreement with NMDOT for receipt and repayment of a SIB loan in the amount of \$10,900,000.00 at 1% interest over 18 years with principal payments deferred for the first three years to provide funding for PTC, and the Chief Executive Officer has the authority to negotiate on behalf of the Board of Directors for more advantageous loan terms and to increase the loan amount by up to 10% based on actual PTC project costs; and

Section 2: that RMRTD pledges the proceeds from the county regional transit gross receipts tax as collateral and as the dedicated source of revenue to repay the SIB loan; and

Section 3: that RMRTD is authorized to enter into a Loan Intercept Agreement with NMDOT whereby the revenues received from the county regional transit gross receipts tax may be intercepted by NMDOT to make payments due under the Loan Agreement in the event RMRTD fails to make timely payments on the SIB loan.”

The Memorandum of Agreement (MOA) between RMRTD and NMDOT governing the operations and maintenance of the New Mexico Rail Runner Express includes provisions that allow the following:

- NMDOT to sell the NMRX
- NMDOT to remove RMRTD as the operator

In order to protect RMRTD from having to service debt in the event that NMDOT exercises either one of these options, RMRTD staff and NMDOT staff have developed an Intergovernmental Agreement Regarding Positive Train Control Improvement (see attached draft). To protect RMRTD's position, the following clause is being proposed:

“8. Ownership of PTC Improvements: Notwithstanding any provision in the Memorandum of Agreement between the parties initially made and entered into on October 20, 2009, and as amended and restated on August 12, 2013, RMRTD shall own a divided ownership interest in and to the PTC improvements on the NMRX. RMRTD's divided ownership interest shall correspond to a fraction the numerator of which shall equal the principal amount of the SIB Loan (\$10,900,000), and the denominator of which is the aggregate final cost of the PTC improvements on the NMRX. The NMDOT shall own the remaining proportion of the PTC improvements. Upon the NMDOT's written or oral request, RMRTD shall provide the NMDOT with a written description of the specific PTC improvements in which its ownership interest shall attach. The NMDOT reserves the right to approve the specific PTC improvements in which RMRTD's ownership interest shall attach. RMRTD shall not assign, pledge, transfer, create any security interest in, sell, or otherwise dispose of its ownership interest in the PTC improvements. RMRTD's ownership percentage of the PTC improvements shall decrease over time in proportion to the payment schedule in the SIB Loan, until the SIB Loan is paid in full. Upon full repayment of the SIB Loan, all of RMRTD's right, title and ownership interest in and to the PTC improvements shall immediately vest in the NMDOT and RMRTD will have no claim to any ownership of or any other interest in the PTC improvements. Prior to repayment, the NMDOT shall have the option to purchase RMRTD's ownership interest by notifying RMRTD in writing at least (30) days prior to the purchase date. If the NMDOT exercises the buyout option, the purchase price payable to RMRTD shall be equal to the then outstanding principal balance of the SIB Loan.”

RMRTD General Council believes the attached intergovernmental agreement provides protection for RMRTD in the event NMDOT makes a decision to sell the NMRX or to remove RMRTD as the operator.

**INTERGOVERNMENT AGREEMENT REGARDING  
POSITIVE TRAIN CONTROL IMPROVEMENTS**

This AGREEMENT between the Rio Metro Regional Transit District (“RMRTD”) and the New Mexico Department of Transportation (“NMDOT”), collectively the “Parties”, establishes certain representations between the Parties regarding Positive Train Control (“PTC”) improvements to the New Mexico Rail Runner Express regional commuter rail service between Belen and Santa Fe, New Mexico (“NMRX”).

WHEREAS, the NMDOT owns the NMRX and all related property; and

WHEREAS, RMRTD serves as the administrative entity that is responsible for the operation, maintenance and management of the NMRX pursuant to an agreement between the Parties; and

WHEREAS, in October 2008, Congress enacted the Railroad Safety Improvement Act of 2008, setting a deadline for the implementation of PTC on all Class I railroads and each railroad providing or hosting intercity or commuter passenger service by December 31, 2015; and

WHEREAS, the implementation deadline for installation of PTC was extended by Congress from December 31, 2015 to December 31, 2018, and the Federal Railroad Administration conditionally approved a Temporary Mainline Track Exclusion from PTC for the NMRX to allow for implementation by December 31, 2020; and

WHEREAS, as memorialized in a letter dated March 3, 2016, by mutual agreement of the Parties, RMRTD assumed the lead role in PTC implementation for the NMRX; and

WHEREAS, the parties’ agreement does not contemplate RMRTD being paid any financial consideration for its efforts other than the ability to continue to operate, maintain and manage the NMRX, which ability is subject to cancellation by the NMDOT; and

WHEREAS, in order for RMRTD to implement the PTC, certain capital expenditures will be required for the purchase and installation of capital equipment and other modifications to the NMRX-related property in the NMRX Corridor property; and

WHEREAS, all PTC improvements made to the NMRX will become the property of the NMDOT; and

WHEREAS, RMRTD has secured the necessary funding package to fully implement the PTC improvements including a \$10,900,000 loan from the NMDOTs State Infrastructure Bank (SIB) to be repaid with the proceeds of a county regional gross receipts tax imposed by the members of RMRTD; and

WHEREAS, RMRTD will remain responsible for making required debt service payments on the PTC SIB loan for the term of the loan regardless of the continued ownership

and operation of the NMRX by the NMDOT and the continued operation, maintenance and management of the NMRX by RMRTD; and

WHEREAS, the Parties have agreed to make certain modifications to the terms set forth in the March 3, 2016 letter and to further formalize their understanding relating to the implementation of the PTC;

NOW THEREFORE the Parties hereby agree as follows:

1. Incorporation of Recitals: The above recitals are hereby incorporated herein by reference as if the same were set forth fully herein.
2. Purpose: The purpose of this Agreement is to place the primary responsibility on the RMRTD for designing, installing and implementing a PTC system in accordance with 49 CFR Part 236 subpart I for the NMRX Corridor.
3. Scope of RMRTD's Responsibilities: RMRTD shall design, install and implement a PTC system in accordance with 49 CFR Part 236 subpart I for the NMRX Corridor. The design, installation and implementation work includes all design, engineering, installation, testing, commissioning and training as well as development and implementation of a PTC Safety Plan which will require approval by the Federal Railroad Administration (FRA) for the entire NMRX Corridor (the "Work"). The Work includes all wayside, communications, onboard vehicle equipment and system interoperability. RMRTD may engage contractors to perform portions of the Work. Notwithstanding the engagement of any contractor, RMRTD shall remain responsible for the successful performance of the Work. RMRTD shall be solely responsible for paying each contractor for services, equipment, material or supplies in connection with the Work. Design, installation and implementation of the PTC system shall be accomplished in accordance with the terms of the Parties' August 12, 2013 Memorandum of Agreement (the "Memorandum of Agreement") including, but not limited to, obtaining all necessary consents and approvals from the NMDOT as required under the terms of the Memorandum of Agreement. RMRTD shall identify and secure the necessary funding and financing sources to successfully complete the Work.
3. Scope of the NMDOT's Responsibilities: The NMDOT shall participate in the selection of the design and construction contractor(s), and will have the same number of members on the contractor selection team as RMRTD. The Parties will work collaboratively during the design and construction phases of the Work to assure their mutual satisfaction of the PTC system. The NMDOT will cooperate with RMRTD in pursuing alternatives to the full systemwide installation of PTC to the extent the alternatives can reasonably be expected to be approved by the FRA. The NMDOT will cause to be used all reasonable efforts to expedite consideration of all required approvals and consents.
4. Effective Date/Term/Retroactive Application: This agreement will become effective when both parties have signed it. The date this agreement is signed by the second party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement and it shall remain in force until the parties fulfill all their obligations

hereunder. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement. Upon execution by both Parties, this agreement shall be deemed retroactively effective to the date of the Parties' letter agreement.

5. Property: Except as otherwise provided for in this Agreement, any and all tangible and intangible property acquired by RMRTD in the implementation and installation of the PTC system shall be subject to Section Twenty-One of the Memorandum of Agreement between the parties initially made and entered into on October 20, 2009, and as amended and restated on August 12, 2013.

6. Surplus Funds: RMRTD shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the PTC system, the purposes for which such funds were used, and such other records as the NMDOT may require. If, upon the completion of the Work or the termination date of this Agreement, any surplus funds are possessed by the RMRTD, the RMRTD shall account for and distribute any such funds in accordance with any applicable grant agreement or funding program.

7. Strict Accountability of all Receipts and Disbursements: RMRTD shall be strictly accountable for all receipts and disbursements required for the design, installation and implementation of the PTC system.

8. Ownership of PTC Improvements: Notwithstanding any provision in the Memorandum of Agreement between the parties initially made and entered into on October 20, 2009, and as amended and restated on August 12, 2013, RMRTD shall own a divided ownership interest in and to the PTC improvements on the NMRX. RMRTD's divided ownership interest shall correspond to a fraction the numerator of which shall equal ~~up to~~ the principal amount of the SIB Loan (\$10,900,000), and the denominator of which is the aggregate final cost of the PTC improvements on the NMRX. ~~the~~ The NMDOT shall own the remaining proportion of the PTC improvements. Upon the NMDOT's written or oral request, RMTD shall provide the NMDOT with a written description of the specific PTC improvements in which its ownership interest shall attach. The NMDOT reserves the right to approve the specific PTC improvements in which RMTD's ownership interest shall attach. RMRTD shall not assign, pledge, transfer, create any security interest in, sell, or otherwise dispose of its ownership interest in the PTC improvements. RMRTD's ownership percentage of the PTC improvements shall decrease over time in proportion to the payment schedule in the SIB Loan, until the SIB Loan is paid in full. Upon full repayment of the SIB Loan, all of RMRTD's right, title and ownership interest in and to ~~of~~ the PTC improvements shall immediately vest in ~~revert in full to~~ the NMDOT and RMRTD will have no claim to any ownership of or any other interest in the PTC improvements. Prior to repayment, ~~the NMDOT either party the NMDOT~~ the NMDOT shall have the option to purchase ~~terminate its~~ RMRTD's ownership interest by notifying ~~RMRTD the other party within thirty (30) days in writing at least (30) days prior to the purchase date, then the terminating side shall pay the other for its remaining ownership interest.~~ RMRTD ~~the other party within thirty (30) days in writing at least (30) days prior to the purchase date, then the terminating side shall pay the other for its remaining ownership interest.~~ If the NMDOT exercises the buyout option, the purchase price payable to RMRTD shall be equal to the then outstanding principal balance of the SIB Loan.

9. Amendment: This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

10. Governing Law: This Agreement shall be governed by the laws of the State of New Mexico.

11. Liability: Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. The NMDOT and RMRTD shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et seq.*, NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by the NMDOT or RMRTD in connection with this Agreement is subject to the immunities of the New Mexico Tort Claims Act, Section 41-4-1, *et. seq.*, NMSA 1978 as amended.

13. Severability: Each provision, sentence, or portion of this Agreement shall be separate and distinct from any other provision, sentence, or portion of this Agreement. In the event of the invalidity of any portion of this Agreement, the other portions of this Agreement set forth herein shall be deemed independent and divisible and shall remain in full force and effect.

14. Further Assurances: Each party will fully cooperate with the other and their respective counsel or representatives in connection with any steps required to be taken under this Agreement, and will do all acts and things necessary or appropriate to consummate the transactions contemplated by this Agreement, including but not limited to executing and delivering instruments and documents to effect the transactions, promises, and agreements made herein.

15. Notices, Principal Contacts: Any notice required to be given to a Party by this Agreement shall be in writing and shall be delivered in accordance with the Memorandum of Agreement. The principal contacts for the administration of this Agreement are those designated in the Memorandum of Agreement.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT)**

By: \_\_\_\_\_  
**Michael Sandoval, Cabinet Secretary Designee**

Date: \_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_  
Acting General Counsel

**RIO METRO REGIONAL TRANSIT DISTRICT (RMRTD)**

By: \_\_\_\_\_  
**Dewey V. Cave, Chief Executive Officer**

Date: \_\_\_\_\_

APPROVED AS TO FORM

By: \_\_\_\_\_  
RMRTD Legal Counsel