

THE STATE OF TEXAS  
COUNTY OF BEXAR

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**AMENDMENT TO CONTRACT**

This Amendment to the Contract is entered into and executed this 27<sup>th</sup> day of **January 2025**, by and between the **Alamo Area Metropolitan Planning Organization Transportation Policy Board**, hereinafter referred to as AAMPO, which is the designated Metropolitan Planning Organization for the San Antonio urban area, and **Davidson Troilo Ream and Garza, P.C.**, hereinafter referred to as Consultant.

**WITNESSETH**

**WHEREAS**, pursuant to provisions of 23 USC 134, the Governor of the State of Texas has designated the Transportation Policy Board as the Metropolitan Planning Organization (MPO) for the San Antonio urbanized area and has executed an agreement to effectuate the designation; and,

**WHEREAS**, AAMPO and the Consultant entered into a contract effective **October 1, 2021**, which set out the terms and conditions for which the consultant has been designated responsible for by the Transportation Policy Board and would be reimbursed from the Federal Highway Administration (FHWA), Texas Department of Transportation, and local funds; and

**WHEREAS**, AAMPO and the Consultant, with approval of the Transportation Policy Board, desires to amend the original contract, effective **October 1, 2021**, and in accordance with the latest approved FY 2024- 2025 Unified Planning Work Program as approved by the Transportation Policy Board, the State of Texas acting by and through TxDOT, and the U.S. Department of Transportation (USDOT), acting by and through FHWA and the Federal Transit Administration (FTA);

**NOW, THEREFORE**, AAMPO and the Consultant do hereby agree as follows:

**ARTICLE I**  
**PURPOSE**

- 1.01 In addition to the original contract scope of work, the Consultant agrees to perform legal and professional services related to interpretation of applicable federal, state, and local laws, regulations, and legal and professional guidance necessary and reasonable to carry out the metropolitan planning process as outlined in Attachment A, Scope of Work, which is affixed hereto.
- 1.02 AAMPO agrees to amend the FY 2025 budget by increasing it by **fifty thousand dollars (\$50,000)** with the maximum allowable reimbursement amount for the contract being **ninety-thousand dollars (\$90,000)** per the fees as outlined in Attachment B, which is affixed hereto.

**ARTICLE II**  
**CHANGES TO CONTRACT**

2.01 Article I, Section 1.01 is amended and now reads as follows:

1.01 This contract stipulates the terms and conditions whereby the Consultant agrees to perform the Scope of Work detailed in Article III and Attachment A of this Agreement.

2.02 Article V, Section 5.01 is amended and now reads as follows:

5.01 The maximum amount payable under this contract shall not exceed the amount of \$90,000 for FY 2025, with hourly rates as outlined in Attachment B. Attachment B is hereby incorporated in full in this contract by reference.

2.03 Article XX, Section 20.01 is amended and now reads as follows:

20.01 No member of or delegate to the Congress of the United States shall be admitted to any share or part of the contract or to any benefit arising therefrom. No member, officer, or employee of the AAMPO during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof without the written authorization of the Board of Directors or Executive Committee.

**ARTICLE III**  
**TERMS AND CONDITIONS**

3.01 Except as modified by this Amendment, all other terms and conditions of the original contract, effective **October 1, 2021**, shall remain unchanged and in full force and effect.

**EXECUTED THIS THE 27<sup>th</sup> DAY OF JANUARY, 2025.**

Alamo Area MPO

Davidson Troilo Ream and Garza PC

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Sonia Jimenez  
Interim Executive Director

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Frank J. Garza  
Partner in Charge

**Attachment A**  
**Scope of Work**

- I. Legal and Professional Services to review and/or prepare agreements and contracts necessary and reasonable to carry out the metropolitan planning process per 23 CFR 420.113 and related Human Resources services.
  
- II. Interpretation of applicable federal, state and local laws, regulations and legal and professional guidance necessary and reasonable to carry out the metropolitan planning process per 23 CFR 420.113.
  
- III. Initial review and response to future litigation pertaining to the AAMPO's roles in the metropolitan transportation planning "3-C" process.

Note: Federal Highway Administration/Federal Transit Administration approval for legal counsel services beyond those noted above, to be reimbursed with Federal-aid metropolitan planning funds, will need to be obtained through the Texas Department of Transportation, prior to those costs being incurred.

**Attachment B**  
**DAVIDSON TROILO REAM and GARZA PC**  
**FEE PROPOSAL**  
**January 2025**

The firm of Davidson Troilo Ream and Garza, a Professional Corporation, proposes the following rates for General Counsel Services to the Alamo Area Metropolitan Planning Organization:

Hourly rates:

1. Legal Services to review and/or prepare agreements and contracts necessary and reasonable to carry out the metropolitan planning process per 23 CFR 420.113.  
Principal: \$210.00/hour  
Associate: \$175.00/hour
2. Legal and Professional services Interpretation of applicable federal, state and local laws, regulations, and guidance necessary and reasonable to carry out the metropolitan planning process per 23 CFR 420.113 and related Human Resources services.  
Principal: \$210.00/hour  
Associate: \$175.00/hour  
Consultant: \$150.00/hour
3. Initial review and response to future litigation pertaining to the AAMPO's roles in the metropolitan transportation planning "3-C" process.  
Principal: \$225.00/hour  
Associate: \$185.00/hour
4. Other/Miscellaneous Charges
  - Color copies \$1.00 per page
  - Copies \$0.10 per page
  - Travel outside the county IRS rate per mile
  - Electronic research cost
  - Long distance telephone calls cost
  - UPS, FedEx, US mail cost

There is no charge for clerical staff or for in-county travel time. Other necessary or routine expenditures are charged at cost.