

PROFESSIONAL SERVICES AGREEMENT
Contract No. 4206

THIS AGREEMENT is dated August 15, 2018, and is entered into between the City of Tallahassee, hereinafter referred to as "City," and Medhat Tadros, hereinafter referred to as "Mr. Tadros".

WHEREAS, the City is desirous of obtaining the services of Mr. Tadros for purposes of assisting the City Attorney's Office in administrative and litigation matters which arose during the time period when Mr. Tadros was employed with the City of Tallahassee.

WHEREAS, Mr. Tadros is willing and has the requisite background knowledge and experience to render services as required by the City Attorney's Office as specifically set forth in the scope of services.

NOW, THEREFORE, for valuable consideration and the mutual promises between the parties hereto, it is agreed as follows:

1. Scope of Services. Mr. Tadros shall serve as a source person, advisor, witness, or representative for the City in matters relating to specific administrative and litigation matters. Mr. Tadros shall render such professional services as may be specifically requested, from time to time, by the City or a private law firm retained by the City to represent the City and/or its employees in defense of the administrative and litigation matters. The City Attorney shall be the coordinator for the request and provision of services rendered by Mr. Tadros.

2. Compensation. Mr. Tadros shall be compensated at a rate of \$88.39 per hour or \$707.12 a day for all services rendered, provided that such services are within the

Scope of Services and that funding therefor has been authorized at the time of rendition. Additionally, the City shall compensate Mr. Tadros for the following costs, fees and expenses incurred in rendering services to the City:

(i) at cost, for all approved fees and costs incurred in rendering services to the City, including long distance telephone charges, postage, messenger services, computer-aided research costs, consultant costs, filing fees, and litigation costs;

(ii) in accordance with the attached Exhibit "A" for authorized travel expenses; and

(iii) at the rate of \$0.25 per page for all black-and-white copies made, \$0.50 per page for all color copies made, and \$1.00 per page for facsimile transmissions.

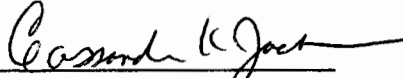
On or before the 15th day of the month following each quarter during the term hereof, Mr. Tadros shall prepare and submit an invoice for fees, costs, and expenses incurred in providing services during the preceding quarter. Unless otherwise directed, in writing by the City Attorney, original invoices shall be submitted to Cassandra K. Jackson, City Attorney, 300 South Adams Street, Box A-5, Tallahassee, Florida 32301. Invoices shall reference this Agreement and contract number.


4. Term. This Agreement is for a term of two (2) years, which may be amended from time to time by mutual written agreement of the parties, and may be terminated by either party for the convenience of that party upon written notice; provided, however, that the City Attorney may immediately terminate this Agreement if Mr. Tadros fails to submit any invoice in a timely manner or otherwise fails to comply with the terms or conditions set forth in this Agreement.

6. Limitation on Funding. The funding limitation for services under this Agreement is \$10,000, inclusive of fees, costs, and expenses, which limitation can be modified only by written amendment hereto.

CITY OF TALLAHASSEE

MEDHAT TADROS

By: 
CASSANDRA K. JACKSON
City Attorney



(Printed Name of Signatory)

Date: August 15, 2018

Date: 7-30-2018

EXHIBIT "A"

Travel, Lodging and Meal Reimbursement

1. Any travel undertaken by the Attorney or its employees in performing work or services hereunder shall be reimbursed in accordance with the following:
 - a. Only expenses in conformance with the approved trip will be reimbursed.
 - b. The number of persons traveling is the minimum number required to accomplish the purpose of the trip.
 - c. Economics shall be the primary consideration when making travel arrangements. The amount of the reimbursement shall be limited to the cost for the method, class, routing and other arrangements that is the most economical available and that results in the lower over-all cost consistent with distance to be traveled and trip purposes. The Attorney shall be responsible for the difference in cost if a less economical method is chosen.
 - d. Travel arrangements should be made as early as possible to take advantage of early discounts and advance purchase prices.
 - e. Expenses for a traveler's spouse or family shall not be subject to reimbursement.
2. If travel is by air, the following shall be considered:
 - a. Only coach class fare will be reimbursed unless first class fare is authorized as a result of emergency conditions and the unavailability of coach class seats.
 - b. If air travel is booked via the Internet, the confirmation notice stating the cost of the ticket(s) shall be submitted with the invoice or request for reimbursement. If air travel is booked via a travel agent or directly with the air carrier, a copy of the ticket showing the actual cost shall be submitted.
3. If travel is by vehicle, the following shall be considered:
 - a. A vehicle may be rented whenever reasonably necessary. Rental shall be limited to the compact class of vehicle except when the number of passengers or the volume of materials to be transported makes the use of a compact class vehicle impractical. Higher classes of vehicle rental shall be supported by an explanation as the basis for incurring the more expensive rates. A copy of the rental contract must be submitted with the applicable invoice or other request for reimbursement.
 - b. Use of a private vehicle is allowed for travel and shall be reimbursed at the rate allowable by the Internal Revenue Service. If there are multiple travelers riding in the same vehicle, only one individual shall be reimbursed for mileage.
 - c. A reasonable amount of vicinity mileage incurred in performance of the work or services will be subject to reimbursement.
 - d. Road and bridge tolls, taxi and airport shuttle costs, and hotel parking, as applicable, shall be reimbursed. Receipts shall be obtained, whenever possible.
 - e. If there are multiple travelers going to the same destination, carpooling should be used, unless the circumstances justify otherwise.

Note: Local travel within Leon County shall not be reimbursed.

4. Reimbursement for Meals.

- a. The GSA Travel Per Diem will determine all meal costs.

The "Zip Code" is the preferred and recommended option to search for your travel destination on the following link: www.gsa.gov/perdiem.

- b. Reimbursement for meals shall be based on the following travel schedule:

Departure:

Breakfast	Prior	To	8:00 a.m.
Lunch	8:01 a.m.	To	12:59 p.m.
Dinner	1:00 p.m.	To	6:00 p.m.

Return:

Breakfast	Prior	To	12:00 p.m.
Lunch	12:01 p.m.	To	6:00 p.m.
Dinner	6:01 p.m.	To	12:00 a.m.

- c. A copy of the receipt for meals is NOT required.

5. Reimbursement for Lodging.

- a. Economics and safety shall be the primary consideration when making lodging arrangements.
- b. Cost of lodging shared with a non-official or non-employee (e.g. family member) is limited to the single room rate.
- c. Additional charges or differentials in rates for a smoking, as opposed to a non-smoking, room will not be subject to reimbursement.
- d. A copy of the lodging receipt must accompany the invoice or request for reimbursement.
- e. Phone charges, movie rentals, and room service are not subject to reimbursement.

6. It is understood that performance of work or services may at times be requested under circumstances that make it impossible or impractical to comply with the economic considerations set forth above. In such circumstances, the most economical means of travel available should be used that allows timely arrival to the destination in accordance with the schedule or requirements for performance of the work or services at issue.