

**Jerry H. Sansom
P.O. Box 98
Cocoa, FL 32923**

**Telephone 321-777-8130
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October 10, 2016

Mr. Mike McNeas
City Manager, City of Melbourne
900 E. Strawbridge Avenue
Melbourne, FL 32901

Letter of Agreement for Legislative Representation

Dear Mr. McNeas:

Please thank the Mayor and Council for allowing me to provide consulting services for the City on assigned issues before the Florida Legislature. I am also available, as the need arises, to represent the City before the Governor and Cabinet, Florida's various Executive agencies, and any other appropriate governmental agencies.

I sincerely appreciate the confidence that the Mayor, Council and you have in me and my ability to assist the City in carrying out its goals and objectives of keeping Melbourne one of the best communities in Brevard County in which to live and do business.

The following is a letter of agreement for providing continuing representation for the City on those specific projects and issues as you, the Mayor or Council may direct. When appropriate, I will also offer recommendations to you and, upon your approval and authorization, will work toward the desired outcome.

I will be compensated for my services in the following manner.

FEES

I will devote my time to your representation at the rate of \$1500 per month. My time on your behalf will be spent as directed by you, the Mayor or Council and fully accounted for by written itemized invoices, which will include the date that services were performed, a brief description of the services performed, and the time expended.

LENGTH OF AGREEMENT

Upon full execution by both parties, this agreement shall remain in effect a period of one (1) City fiscal year effective October 1, 2016 through September 30, 2017. This agreement may be renewed for two (2) additional one (1) year periods at the same fees, terms, and conditions. Any change in fee, terms or conditions shall be in writing approved by both parties.

COSTS

I will have the authority to incur reasonable and customary costs such as telephone, copying, automobile mileage, and other similar costs on your behalf. Costs such as air travel, overnight accommodations, and other similar significant costs will only be incurred with your prior approval.

BILLING

I will bill the City periodically for fees and costs. You shall pay the full amount of the properly submitted invoices as required by the Florida Prompt Payment Act.

COLLECTION OF FEES

The City of Melbourne accepts responsibility for the costs and fees incurred on its behalf, provided such fees and costs are justified by written itemized invoices and incurred pursuant to the terms and conditions of this letter of agreement.

TERMINATION

The City of Melbourne shall have the right to terminate this Agreement at any time, with or without cause and penalty, by providing me at least thirty (30) days written notice. Upon receipt of said notice, I will discontinue all representation on behalf of the City unless the notice provides otherwise.

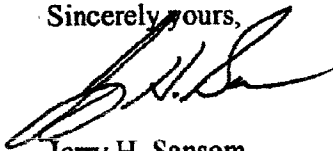
DISPUTES

In the event either party institutes a law suit to enforce the terms and conditions of this letter of agreement, the prevailing party to the extent permitted by law, shall be provided reasonable attorney's fees and costs incurred in such suit.

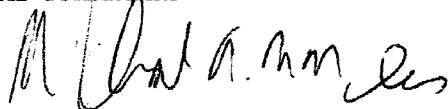
ACCEPTANCE

By affixing your signature, below, you acknowledge and accept the terms and conditions contained herein.

Sincerely yours,



Jerry H. Sansom
JHS Consultants



Mr. Mike McNees
City Manager, City of Melbourne