

## CONTRACT FOR PROFESSIONAL SERVICES

This Contract for Professional Services (the "Agreement") is entered by and between the Manatee County Port Authority (the "Authority"), a political entity of the State of Florida, with its principal place of business located at Port Manatee, 300 Tampa Bay Way, Palmetto, Florida 34221, and the lobbying firm, Ramba Law Group, L.L.C. (the "Firm"), a Florida limited liability company, located at 120 South Monroe Street, Tallahassee, FL 32301, (collectively, the "Parties").

**WHEREAS**, the Registered Agent and Managing Member of the Firm, Mr. David E. Ramba, has previously assisted the Authority as its lobbyist, including during the Port's expansion Mr. Ramba represented Port Manatee before the Florida Department of Transportation, the Florida Legislature, the Department of Environmental Protection, and the Governor and Cabinet from 1999 through 2009; and

**WHEREAS**, the Authority wishes to obtain assistance from Mr. Ramba, through his Firm, with governmental relations expertise to consult and work with Port Manatee officials to develop and fully implement effective Legislative and Executive branch lobbying strategies, strategically plan and budget at the state level, enhance relationships with the Florida government, and the Firm desires to provide such services; and

**WHEREAS**, the Parties have agreed to the terms under which the Firm will represent Port Manatee and wish to memorialize their agreement in writing.

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein, the Parties agree as follows:

### **1. SCOPE OF CONSULTING AND LOBBYING PROFESSIONAL SERVICES:**

A. The Firm will provide State governmental consulting and lobbying professional services to Port Manatee for the purposes of both Legislative and Executive branch lobbying, developing and fully implementing effective lobbying strategies, strategic planning and budgeting, and business expansion connections ("Services"). The Firm shall attend all key events and discuss the issues with key decision makers. All such Services will include consultation with the Authority through its Port Authority Members and professional staff. The Executive Director or his/her designee(s) will be Port Manatee's primary point of contact. The Executive Director will from time to time inform the Firm of his/her designee(s).

B. All Services shall be carried out in accordance with general policies and goals set by the Authority. The Executive Director's designee shall communicate the Authority's priorities and positions to the Firm, and will also independently monitor legislative proposals, agency actions, funding opportunities or threats, and circulate those to pertinent Port Manatee staff for review, comment and possible instruction to the Firm.

C. The scope of Services and assistance the Firm shall provide to the Authority shall generally include:

(1) helping the Authority develop effective Florida Legislative and Executive branch lobbying strategies, and fully implementing such strategies during each legislative session; and

(2) providing assistance in strategic planning and budgeting at the state level; and

(3) attending all key events on Port Manatee's behalf, discuss the issues with key decision makers, and provide full report and update to the Authority; and

(4) monitoring Florida Legislative or Executive initiatives which may affect Port Manatee or its revenues, expenses, authority, status or other goals, objective or policies, and communicating such initiatives to the Authority; and

(5) advocating Port Manatee position and priorities to the Legislature, Governor's office and executive agencies; and

(6) advocating for legislative appropriation and other available state agency-administered funding available to Port Manatee, and assisting Port Manatee staff in the identification of new funding sources or opportunities; and

(7) providing detailed advice, analysis and research relating to issues of importance to Port Manatee, and suggesting strategies for responding or reacting to threats, challenges or opportunities in the Legislative or regulatory realm; and

(8) assisting Port Manatee staff with issue resolution, which may include assisting in the drafting of proposed legislation, and arranging for Port Manatee representation with state agencies involving port issues and projects; and

(9) consulting on business expansion connections and opportunities; and

(10) providing periodic reports to the Authority, which may include presentations in person, or via phone or video conference.

D. In addition to these general duties, the Firm understands that it shall place primary focus upon the following specific Authority priorities, which are adopted annually, and revised from time to time, and which will be communicated to the Firm.

E. The Authority acknowledges effective Services are greatly impacted by individual experience and firmly established relationships with elected and appointed officials and their staffs. The Authority agrees that the Services called for in this Agreement will primarily be provided by David E. Ramba. While other members of the Firm or its support staff may assist in providing such services, David E. Ramba will remain primarily assigned to this account, and shall not assign any other persons to be the primary representatives for Port Manatee absent prior written approval of the Authority. The Firm shall ensure that all relevant laws, rules and procedures applicable to lobbyists performing such services are complied with at all times.

F. In performing its duties related to providing information and updates to the Port's Authority members and professional staff, particularly during legislative sessions, the Firm shall employ methods of communication, including e-mails and telephone, designed to quickly convey important developments. In performing these duties, the Firm shall make every reasonable effort to deliver concise and up-to-date information, tailored where possible to information and formats the Authority informs the Firm it would find most useful. In reporting results to the Authority, the Firm shall articulate the unique efforts it made in reaching the results claimed. The Firm recognizes and acknowledges that as it is performing work for a political subdivision of the State of Florida, it must keep and preserve all records related to its performance of services under this Agreement as required by the Florida Public Records Act and shall surrender same to the Authority upon request in accordance with section 5 of this Agreement.

## **2. COMPENSATION; TERMINATION.**

A. The Authority agrees to compensate the Services described herein based upon a monthly fee of \$3,500 per month. Payments shall be made within the time required by the Florida Prompt Payment Act upon receipt of valid invoices from the Firm. The Firm agrees to refrain from accepting any other client or cause which would cause it to advocate for policies or funding requests inconsistent with its duty to represent the interest of the Authority. All possible conflicts will be reviewed by the Authority and approval of such other clients will not be unreasonably withheld.

B. This Agreement may be terminated with or without cause by either Party at any time upon ninety (90) calendar days written notice, via U.S. Mail, to the other party. Notice to the Firm shall be to Mr. David E. Ramba. Notice to the Authority shall be to the Executive Director. Upon the election to terminate this Agreement, the party electing to terminate this Agreement shall have no further obligation under this Agreement to the other party.

### 3. PUBLIC RECORDS

The Firm agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to, Section 119.0701 of the Florida Statutes. The Firm agrees, to the extent required by law, to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the Agreement;
- b) Provide the public with access to the public records under the same terms and conditions that Port Manatee would provide the records and at a cost that does not exceed the cost provided for by law;
- c) Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and
- d) Meet all requirements where retained public records and transfer, at no cost, to the Authority, all public records in possession of the Firm, upon termination or completion of the Agreement and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Firm agrees that all records stored electronically shall be provided to Port Manatee in a format that is compatible with the information technology systems of Port Manatee. The Firm shall promptly provide the Authority with a copy of any request to inspect or copy public records that the Firm receives and a copy of the Firm's response to each request. The Firm understands and agrees that failure to provide access to the public records shall be a material breach of the Agreement and grounds for termination.

**IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: PUBLIC RECORDS CUSTODIAN, [TDaugherty@Portmanatee.com](mailto:TDaugherty@Portmanatee.com), PORT MANATEE, 300 TAMPA BAY WAY, PALMETTO, FL 34221, (941) 722-6621.**

### 4. INDEMNIFICATION

The Firm agrees to defend, indemnify and hold harmless the Authority, its public officials, employees and agents, from and against any and all claims, demands, actions, including, but not limited to, actions for personal injury or wrongful death, actions for property damage, and any other types of claims asserted by third persons alleging a violation of law or for any other cause arising from or related to the Firm's negligent performance, its acts or omissions; provided, however, that this obligation to defend, indemnify and hold harmless shall not apply to claims which the Firm demonstrates were caused solely by the fault of the Authority. This paragraph shall survive any termination or expiration of this Agreement.

## 5. GENERAL PROVISIONS.

This Agreement will begin on August 1, 2020 and run through September 30, 2021. This Agreement will automatically renew each year for a period of three (3) years. This Agreement may be executed in multiple counterparts, any of which shall be regarded as an original and all of which constitute one and the same instrument. This Agreement is governed by and construed in accordance with the laws of the State of Florida and venue is proper in Manatee County.

Nothing in this Agreement may be interpreted as a waiver by the Authority of its rights, including the limitations of the waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the Authority expressly reserves these rights to the full extent allowed by law. This provision survives completion or termination of this Agreement.

It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties must be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

Each of the Parties covenants to the other party to this Agreement that it has lawful authority to enter into this Agreement, that the governing or managing body of each of the Parties has approved this Agreement and that the governing or managing body of each of the Parties has authorized the execution of this Agreement in the manner hereinafter set forth.

*THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.*

IN WITNESS WHEREOF, this Agreement represents the entire agreement between the Manatee County Port Authority and Ramba Law Group, LLC.

ATTEST:  
ANGELINA M. COLONNESO

**MANATEE COUNTY PORT AUTHORITY**

Clerk of Circuit Court

By: Webb L. ...  
Printed: Vicki TESSIER



By: Priscilla Whisenant Trace  
The Honorable Priscilla Whisenant Trace, Chairman

WITNESSES:

**Ramba Law Group, LLC**

Rachel Kruse  
NAME

By: David E. Ramba  
David E. Ramba  
Managing Member

Rachel Kruse  
Signature

Even Power  
NAME

[Signature]  
Signature