



### **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT, made this 1<sup>st</sup> day of October, 2022, by and between the Palm Beach County Tax Collector (hereinafter called the "Client") and Smith, Bryan & Myers, Inc., a Florida corporation (hereinafter called the "Consultant").

#### WITNESSETH

That in consideration of the mutual covenants and agreements herein contained the parties hereto as follows:

1. The Client does hereby engage and retain the Consultant as its Consultant for and during the period commencing on October 1, 2022 and ending on the 30<sup>th</sup> day of September, 2023 for representation before the State of Florida Legislature, Office of the Governor and those executive departments and agencies relevant to the interests of the Client.
2. The Consultant accepts such retainer and agrees to render and perform all services necessary or proper for the advancement of the interests of the Client to the extent required by such Client and agreed to by the Consultant and designated as responsibilities to be assumed by Consultant.
3. The Client shall pay to the Consultant as compensation for the services to be performed as hereinbefore set forth the sum of One Hundred Fifty-Five Dollars (\$155,000) which is due in a lump sum payment upon execution of the Agreement.
4. In addition to the compensation hereinbefore set forth, the Client may reimburse the Consultant for all reasonable and necessary out-of-pocket and travel expenses. All expenses greater than \$500.00 must be approved by the Client prior to the incursion of the expense.

5. It is understood that the Consultant may also provide consulting and lobbying services for other clients during the term of this Agreement. The Consultant, however, will not undertake any responsibilities or engage in any activities which reasonably conflict with the interests of the Client. The Consultant shall disclose to the Client in writing any situation which may reasonably present a conflict of interest.
  
6. Disclosure Requirements:
  - (a) Florida law requires lobbying firms to make certain public disclosures regarding their legislative and executive branch lobbying activity which includes registering to represent a lobbying client and reporting compensation related to all lobbying activity for each client on a quarterly basis with such compensation reports being subject to a random audit on an annual basis.
  
  - (b) The Florida House of Representatives also requires lobbying firms to publicly disclose each issue they are engaged to lobby on behalf of a lobbying client including specific bill numbers. The Florida House of Representatives also requires lobbying firms representing public sector clients to post the lobbying contract on a public website.
  
  - (c) Florida lawyers who engage in lobbying activity for a client are bound by Rules Regulating the Florida Bar which provide that information relating to a client's representation are confidential unless certain limited exceptions apply. Some of the information required to be disclosed by Florida law and the Florida House of Representatives under subparagraphs (a) and (b) above, is considered confidential by the Florida Bar, as such, by entering into this Agreement, Client consents to the disclosure of the required information.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the day and year first above written.

PALM BEACH COUNTY TAX  
COLLECTOR

SMITH, BRYAN & MYERS, INC.

  
\_\_\_\_\_

  
\_\_\_\_\_

By: \_\_\_\_\_  
"Client"

By: Matt Bryan  
"Consultant"

10-7-22  
Date

10/7/22  
Date



October 7, 2022

Mrs. Crystal Stickle  
Magnolia Advocacy, LLC  
1594 Marion Ave.  
Tallahassee, Florida 32303

**RE: Consulting Agreement for Government Relations Services**

Dear Crystal:

Smith, Bryan & Myers, Inc. ("SBM") requests Magnolia Advocacy, LLC's services to assist the Palm Beach Tax Collector (the "Client") in Florida state government relations matters.

This consulting agreement (the "Agreement") confirms the terms on which Magnolia Advocacy will provide government relations services on behalf of the Client before the State of Florida legislative and executive branches. Magnolia Advocacy accepts such retainer and agrees to render and perform all services necessary or proper for the advancement of the interests of the Client to the extent required by such Client and agreed to by Magnolia Advocacy and designated as responsibilities to be assumed by Magnolia Advocacy. This may include: legislative bill drafting; meeting with legislative members and leadership as needed; supporting the legislation passage via the Committee process; working with other members of the lobbying core, both supportive and adverse; and subsequent dialogue with the Governor's office regarding any relevant veto or non-veto efforts.

**Billing Matters**

The fee for Magnolia Advocacy's services for the term October 1, 2022 through September 30, 2023 is \$60,000. Upon receipt of funds from the Client which is expected to be in a lump sum amount, SBM agrees to pay Magnolia Advocacy its fee for Services hereunder in a lump sum amount.

Client is the party responsible for the payment of invoices. SBM shall only be responsible to pay fees received from the Client and shall have no direct financial obligation other than monies received.

Magnolia Advocacy agrees to bill Client directly for expenses incurred in providing the services.

**Florida Lobbying Disclosure Compliance**

Magnolia Advocacy acknowledges and agrees that Florida law requires all lobbyists to register, identify their lobbying clients, identify the main business of their lobbying clients and make quarterly reports of

the amount of compensation (including expenses) paid to or billed for lobbying activities for which they are lobbying. Magnolia Advocacy agrees to be responsible for its own individual registering and reporting requirements on behalf of the Client pursuant to this Agreement.

We look forward to working with Magnolia Advocacy as we pursue this opportunity on behalf of the Palm Beach County Tax Collector. Please acknowledge your understanding and agreement regarding the terms of our engagement as described in this letter by signing in the space provided below and returning to me.

Sincerely,



Matt Bryan  
SMITH, BRYAN & MYERS, INC.

Agreed and accepted this 10th day of October, 2022.

MAGNOLIA ADVOCACY, LLC

By: Crystal L. Stickle  
Crystal Stickle