



CONTRACT

DENMARK ASHBY LLC, on behalf of CLAYTON COUNTY ENTITIES

AND

CARPI & CLAY, INC.

This is a Professional Services Contract between Denmark Ashby LLC, on behalf of the Clayton County Entities (CCE) and Carpi & Clay, Inc. (Consultant)

Denmark Ashby LLC, on behalf of the CCE, and Consultant agree to the following terms:

- 1. DUTIES OF CONSULTANT:** Consultant will provide federal government relations and consulting services working to restore the ability of CCE to retain revenues from general sales taxes on aviation fuels.
- 2. TERM OF THE CONTRACT:** The term of this contract shall be for a twelve-month period commencing February 1, 2024, and ending January 31, 2025 unless the parties by mutual agreement extend the contract.
- 3. COMPENSATION BY DENMARK ASHBY LLC OF CONSULTANT:** The compensation payable by Denmark Ashby, on behalf of the CCE, of Consultant shall be a \$3,500 per month retainer. Such compensation shall be paid on a monthly basis upon receipt of monthly invoices from Consultant.
- 4. CONSULTANT EXPENSES:** The retainer in Paragraph 3 shall be the entire compensation for Consultant, including all expenses incurred by Consultant in the normal course of business. Exception: For travel outside of Washington, D.C., incurred by Consultant for CCE, which is approved by CCE, Consultant shall be reimbursed for reasonable and necessary travel expenses directly incurred.

The following individuals shall serve as the primary points of contact, unless otherwise agreed by the parties:

Denmark Ashby

Winston A. Denmark, Managing Partner
100 Hartsfield Centre Parkway, Suite 400
Atlanta, GA 30354
(770) 478-9950
wdenmark@denmarkaskby.com

Carpi & Clay, Inc.

Channon Hanna, Principal
601 New Jersey Avenue, NW Suite 300
Washington, DC 20001
(202) 822-8311
channa@carpiclay.com

Agreed to by:

Winston A. Denmark, Managing Partner
Denmark Ashby LLC

Date

Kenneth Carpi, Managing Partner
Carpi & Clay, Inc.

Date