

STATE OF GEORGIA

COUNTY OF CLAYTON

Emergency
add-on

RESOLUTION 2025 - 35

A RESOLUTION AUTHORIZING CLAYTON COUNTY TO PARTICPATE IN A PROFESSIONAL SERVICES AGREEMENT BETWEEN DENMARK ASHBY LLC AND CARPI & CLAY, INC. PROVIDING FOR THE TERMS AND CONDITIONS UNDER WHICH FEDERAL LOBBYIST SERVICES WILL BE RENDERED ON BEHALF OF THE COUNTY; TO AUTHORIZE THE CHAIRWOMAN TO PERFORM ALL ACTS NECESSARY TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; TO AUTHORIZE THE CHIEF FINANCIAL OFFICER TO AMEND THE BUDGET WHERE NECESSARY TO REFLECT AN APPROPRIATE REVENUE SOURCE AND EXPENSE, ALL AS MAY BE REQUIRED UNDER THE TERMS OF THE AGREEMENT; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, Clayton County (“County”) has a need for the interests of the citizens of Clayton County to be represented effectively through professional government relations lobbying services on a federal level; and

WHEREAS, the County, along with Clayton County Public Schools (“CCPS”) and most municipalities, has an interest in changing federal legislation to restore the ability of the County to retain revenues from general sales on aviation fuels; and

WHEREAS, Denmark Ashby LLC, as the legal representative for CCPS, has retained the services of a federal lobbyist, Carpi & Clay, Inc. to provide federal government relations and consulting services to change federal legislation as described above; and

WHEREAS, the Board of Commissioners finds that it is in the best interests of the County to retain a federal lobbyist to effectively lobby and advocate on behalf of, as well promote, the County's interests in recovering aviation fuel tax on a federal level; and

WHEREAS, the Board of Commissioners finds that it is fiscally more prudent to share in the pro-rata cost for the aforementioned services at a rate of \$1,834.73 per month rather than procuring such services independently; and

WHEREAS, the Board of Commissioners deems it in the best interest of the County and the County will best be served by participating in the professional services agreement with Denmark Ashby LLC and Carpi & Clay, Inc. for the reasons stated herein.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF
CLAYTON COUNTY, GEORGIA AND IT IS HEREBY RESOLVED

Section 1. The Board of Commissioners hereby authorizes Clayton County to participate in the professional services agreement between Denmark Ashby LLC and Carpi & Clay, Inc. providing for the terms and conditions under which lobbying services will be rendered to the County on a federal level. The agreement and the pro rata share of the County's participation shall be as described hereto in Exhibit "A."

Section 2. Further, the Board authorizes the Chairwoman to perform all acts necessary to accomplish the intent of this Resolution.

Section 3. The Board authorizes the Chief Financial Officer to amend the budget where necessary to reflect an appropriate revenue source and expense, all as may be required under the terms of the agreement.

Section 4. This Resolution shall become effective upon its approval by the Clayton County Board of Commissioners.

(SIGNATURES LOCATED ON THE FOLLOWING PAGE)

SO RESOLVED this 18th day of February, 2025.

CLAYTON COUNTY BOARD OF COMMISSIONERS


DR. ALIEKA ANDERSON-HENRY, CHAIRWOMAN

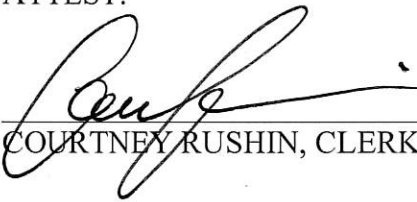

ALAINA REAVES, VICE-CHAIR


GAIL HAMBRICK, COMMISSIONER


TASHE ALLEN, COMMISSIONER


DEMONT DAVIS, COMMISSIONER

ATTEST:


COURTNEY RUSHIN, CLERK



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 ("the Parties) 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, 2025, and ending January 31, 2026 unless the parties by mutual agreement extend the contract.
- 3. COMPENSATION BY DENMARK ASHBY LLC OF CONSULTANT:** The compensation payable by the CCE members to the Consultant shall be a \$5,333.33 per month retainer. Such compensation shall be paid monthly upon receipt of monthly invoices from Consultant pursuant to amounts listed in Exhibit A.
- 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 LLC

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
On Behalf of CCE Members

Date

Kenneth Carpi, Managing Partner
Carpi & Clay, Inc.

Date

DRAFT

EXHIBIT A
Capri & Clay
Lobby Services Contract
2025-2026

Allocation of Monthly Consultant Fee

	2025 - 2026
CCPS	\$2,666.67
Clayton County	\$1,834.73
Lake City	\$62.93
Riverdale	\$242.67
College Park	\$30.93
Lovejoy	\$92.80
Forest Park	\$312.53
Jonesboro	\$90.08