

## EXHIBIT D

### ASSIGNMENT AND ASSUMPTION OF PROFESSIONAL SERVICES AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PROFESSIONAL SERVICES AGREEMENT (this “**Assignment**”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 202\_\_\_, by and between **S&ME, INC.**, a North Carolina corporation (“**Assignor**”), and **INSPIRE PLACEMAKING COLLECTIVE, INC.**, a Florida corporation (“**Assignee**”).

### RECITALS

**WHEREAS**, Assignor and [\_\_\_\_\_] (“**Client**”), are parties to that certain [Professional Services Agreement] dated [\_\_\_\_\_] , for the provision of [\_\_\_\_\_] services thereto, and all purchase orders, task orders, or other such work authorizations thereto (collectively, the “**Agreement**”), true and correct copies of which are attached hereto as Exhibit “A”;

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase and Sale Agreement, dated as of December \_\_, 2022 (as supplemented, amended, restated or otherwise modified from time to time, the “**Purchase Agreement**”); and

**WHEREAS**, Assignor desires to assign, and Assignee desires to assume, all of Assignor’s rights, title and interest in and to the Agreement pursuant and subject to the terms of this Assignment and the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the representations, warranties, covenants and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Purchase Agreement, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor does hereby sell, convey, transfer, assign and deliver to Assignee, and Assignee does hereby accept from Assignor, all of Assignor’s rights, title and interest in and to the Agreement.
2. Upon the terms and subject to the conditions of the Purchase Agreement, Assignee hereby assumes all rights, title, and interest of Assignor in the Agreement and agrees to be bound by and to fully perform and carry out the duties and obligations of Assignor in and relating to the Agreement from and after the date hereof.
3. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. If any conflict or inconsistency exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.
4. Assignor acknowledges and agrees that it shall do, execute, acknowledge and deliver all such further acts, deeds, transfers, assignments, conveyances and assurances for the

better assigning, granting, transferring, conveying and conferring unto Assignee, its successors, and assigns all the rights hereby granted, transferred, conveyed, assigned and delivered as Assignee or its successors or permitted assigns shall require.

5. This Assignment may be executed in two or more counterparts (including by electronic means (via facsimile, DocuSign or emailed .pdf file)), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. This Assignment shall be governed by, and construed in accordance with, the Laws (without regard to the choice of Law or conflict of Law rules and principles) of the State of Delaware applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the undersigned do hereby execute this Assignment effective as of the day and year first above written.

**ASSIGNOR: S&ME, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE: INSPIRE PLACEMAKING COLLECTIVE, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CONSENT OF CLIENT**

The undersigned, as “Client” under that certain Agreement, as more fully described above, hereby affirms and consents to the assignment and assumption of the Agreement by **S&ME, INC.** (“Assignor”) to **INSPIRE PLACEMAKING COLLECTIVE, INC.** (“Assignee”), pursuant to this Assignment, and further certifies:

1. The Agreement as set forth on Exhibit “A” attached hereto and which is made a part hereof, constitutes the entire agreement between the parties to it and has not been modified or amended.
2. The Agreement, as of the date hereof, is in full force and effect, binding and enforceable in accordance with its terms, and there are no other agreements, whether oral or written, or understandings of any nature between Client and Assignor which modify or amend the Agreement in any respect whatsoever.
3. There exists no default by Assignor or Client under the terms of the Agreement, and there are no claims, actions, suits, or proceedings pending or that have been threatened by Client against Assignor.

The person executing this consent to assignment is duly authorized and empowered in all respects to do so on behalf of the undersigned Client.

**[CLIENT NAME]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit “A”: Agreement

**Exhibit "A"**

**AGREEMENT**

[Attached]

Contract No. 22-001 – Professional Services – Planning Consultant for Development Services Code Revisions

**Services Contract**

Between

Effingham County Board of Commissioners  
601 North Laurel Street  
Springfield, GA 31329

and

**S & ME, Inc.**  
**3201 Spring Forest Road**  
**Raleigh, NC 27616**

This Contract (hereinafter referred to as "Contract" or "Agreement") is made and entered into by and between the **Board of Commissioners of Effingham County, Georgia** (hereinafter referred to as the "Board" and/or "County") and **S & ME, INC.** (hereinafter called the "Contractor"). This Contract shall be effective and binding on the date that the last authorized signature is affixed.

**WITNESSETH**

WHEREAS, the Board desires to engage a qualified company as specified in **RFP 22-001 - PROFESSIONAL SERVICES - PLANNING CONSULTANT FOR DEVELOPMENT SERVICES CODE REVISIONS**; and

WHEREAS, the Contractor has represented to the Board that it is experienced, licensed and qualified to provide the services contained herein, and the Board has relied upon such representation; and

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed by and between the Board and the Contractor as follows:

**ARTICLE I**  
**TERMS AND CONDITIONS OF THIS CONTRACT**

**SECTION I-1 TERMS OF SERVICE.**

The scope of services and the terms and conditions of performance shall be as specified in this document and in **RFP 22-001 - PROFESSIONAL SERVICES - PLANNING CONSULTANT FOR DEVELOPMENT SERVICES CODE REVISIONS** and related addenda which are hereby adopted and incorporated as if set forth fully herein.

**SECTION I.2 CONTRACT.**

This Contract is not to exceed the amount of **\$172,440.00**:

Phase I: Comprehensive Plan - \$96,300

Phase II: Regulatory Code Updates - \$52,160

Phase III: Staff Report and Ordinance Prep - \$15,820

Travel/Reimbursables: \$8,160

**SECTION I.3 REQUIREMENT FOR MANDATORY PERFORMANCE.**

The words "shall", "will" and "must" may be used interchangeably in this Contract and in any case will indicate mandatory.

**SECTION I-4 PERSONNEL AND EQUIPMENT.**

The Contractor represents that it has secured and will secure, at its own expense, all personnel and equipment necessary to perform the services of this Contract, none of whom shall be employees of, nor have any contractual relationship with Effingham County. All of the services required hereunder will be performed by the Contractor under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

**SECTION I-5 CHANGES TO THIS CONTRACT.**

The County may, at any time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in term, rate, or amount of the Contractor's compensation, as more fully described elsewhere herein, which are mutually agreed upon by and between the County and the Contractor shall be incorporated in written amendments to this Contract.

**SECTION I-6 TERMINATION OF CONTRACT FOR CAUSE.**

County may terminate this Contract for cause or Contractor's persistent failure to perform the work in accordance with the Contract Documents. If County terminates the Contract for cause, Contractor shall not be entitled to any further payment from the effective date of the termination which shall be stated in the termination letter sent by the County.

Contract No. 22-001 – Professional Services – Planning Consultant for Development Services Code  
Revisions

**SECTION I-7 TERMINATION OF CONTRACT WITHOUT CAUSE.**

County may terminate without cause, upon seven (7) days written notice to Contractor. In such case, Contractor shall be paid for completed and acceptable work executed in accordance with this Contract prior to the effective date of termination. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

**SECTION I-8 TERMINATION OF CONTRACT FOR LACK OF FUNDING.**

The obligation of the County for payment to the Contractor is limited to the availability of funds appropriated in the current fiscal year by the Effingham County Board of Commissioners.

**SECTION I-9 INDEMNIFICATION.**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless County and its officers, directors, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the work, but only to the extent caused by any negligent or willful act or omission of Contractor, its subcontractors and suppliers, or any individual or entity directly or indirectly employed by them to perform any of the work or anyone for whose acts any of them may be liable.

The Contractor's obligation to indemnify Effingham County under this Section shall not be limited in any way by the agreed upon contract price as shown in this Contract or by the scope and amount of insurance maintained by the Contractor.

**SECTION I-10 COVENANT AGAINST CONTINGENT FEES.**

The Contractor shall comply with the relevant requirements of all Federal, State, County or other local laws. The Contractor warrants that it has not employed or retained any company, person, other than a bona fide employee working solely for the Contractor, for any fee, commission, percentage, brokerage fee, gifts, or any consideration, contingent upon or resulting from the award or making of this contract.

For breach or violation of this warranty, the Board shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**SECTION I-11 PROHIBITED INTERESTS.**

- A. Conflict of Interest. The Contractor and its subcontractors warrant that they presently have no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further agrees that, in the performance of the Contract no person having such interest shall be employed.
- B. Statement of disclosure: Contractor must provide a statement of disclosure which will allow the County to evaluate possible conflicts of interest.

**Interests of Public Officials.**

Contractor warrants for itself and any subcontractor that no elected or appointed official or employee of Effingham County, Georgia, has any interest in their bid or the proceeds of any contract/agreement which may result thereof. In the event that an elected or appointed official or employee acquires any interest in any contract/agreement which may result from this bid, or the proceeds thereof, the vendor agrees to disclose such interest to the County immediately by written notice. For breach or violation of this clause, the County may annul any contract/agreement resulting from this bid without liability, terminate any contract/agreement resulting from this bid for default, or take other remedial measures. "Interest" as used herein means direct or indirect pecuniary or material benefit accruing to a county commissioner, official or employee as a result of a matter which is or which is expected to become the subject of an official action by or with the county, except for such actions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this bid, a county commissioner, official or employee shall be deemed to have an interest in the affairs of: (1) his or her family; (2) any business entity in which the county commissioner, official or employee is a member, officer, director, employee, or prospective employee; and (3) any business entity as to which the stock, legal ownership, or beneficial ownership of a county commissioner, official or employee is in excess of five percent of the total stock or total legal and beneficial ownership, or which is controlled or owned directly or indirectly by the county commissioner, official or employee. *Remote interest* as used herein means the interest of (1) a volunteer director, officer, or employee of a nonprofit corporation; (2) a holder of less than 5 percent of the legal or beneficial ownership of the total shares of a business; (3) any person in a representative capacity, such as a receiver, trustee, or administrator. *Family* as used herein means the spouse, parents, children, and siblings, related by blood, marriage, or adoption, of a county official or employee.

**Contract No. 22-001 – Professional Services – Planning Consultant for Development Services Code Revisions**

**SECTION I-12 AUDITS AND INSPECTIONS.**

At any time during normal business hours and as often as the County may deem necessary, the Contractor and its subcontractors shall make available to the County and/or representatives of the County, examination all of its records with respect to all matters covered by this Contract. It shall also permit the County and/or representatives of the County to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of the County or at the offices of the Contractor as requested by the County.

**SECTION I-13 INDEPENDENT CONTRACTOR.**

Contractor hereby covenants and declares that it is an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. The Contractor agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of consultants, agents, or employees to complete the Work; and the payment of employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and subcontractors during the life of this Agreement.

**SECTION I-14 NOTICES.**

All notices shall be in writing and any notices, demands, and other papers or documents to be delivered to Effingham County, Georgia, under this Contract shall be delivered in person or transmitted by certified mail, postage prepaid to 601 North Laurel Street, Springfield, Georgia 31329, or at any such other place as may be subsequently designated by written notice to the Contractor.

All written notices, demands, and other papers or documents to be delivered to the Contractor under this Contract shall be transmitted by certified mail, postage prepaid, to **Sarah Sinatra Gould, S & ME, Inc., 3201 Spring Forest Road, Raleigh, NC., 27616**. It shall be Contractor's responsibility to inform the County of any change to this contact address.

**SECTION I-15 COMPLIANCE WITH LAWS.**

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the work, including by not limited to Effingham County building code and permitting requirements and other local requirements as applicable.

**SECTION I-16 ASSIGNABILITY.**

The Contractor shall not assign or transfer any of its rights, obligations, benefits, liabilities, or other interest under this Contract without written consent of the County.

**SECTION I-17 GOVERNING LAW.**

This Contract shall be governed by the laws of Georgia, with venue in Effingham County.

**ARTICLE II  
COMPENSATION, FINANCIAL ADMINISTRATION AND GUARANTEES**

**SECTION II-1. COMPENSATION FOR CONTRACTOR SERVICES.**

The County shall pay the Contractor for his services as follows:

**See attachment A for fee schedule.**

These rates and fees shall remain in effect until **project completion** without exception.

All invoices shall contain the following :

Date services performed  
Detailed account of services performed  
Location of services performed  
Name of employee providing said services  
Name of County employee requesting said services

No work shall take place without advanced written approval of the County's engineering department. If the Contractor commences any work prior to receiving written approval, he does so at his own risk.



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No work outside the scope of work contained in the RFP will be performed without the advanced written approval of the County's engineering department.

Advance payments prior to any work shall not be granted unless specified in writing.

Progress payments or draw shall not be granted unless specified in writing.

Notwithstanding any other payment provisions of this contract, failure of the Contractor to submit required reports when due or failure to perform or deliver required work, supplies, or services, may result in the withholding of payment under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor. The County will immediately notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

**SECTION II-2. PAYMENT OF TAXES AND FEES.**

The Contractor shall pay the cost of any taxes, permits, fees, or licenses required to complete and satisfy the requirements of this Contract.

**SECTION II-3. QUANTITIES GUARANTEED.**

The Contractor represents, understands and agrees that this is a lump sum contract, to guarantee pricing for services contained herein.

**ARTICLE III  
INSURANCE REQUIREMENTS**

**SECTION III-1. INSURANCE PROVISIONS:** Contractor shall be required to procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. Contract work will not proceed unless Effingham County has in their possession, a current Certificate of Insurance. Effingham County invokes the defense of sovereign immunity. The County is not to be included as an additional insured on insurance contracts.

**General Information that shall appear on a Certificate of Insurance:**

1. Name of Producer (contractor's insurance Broker/Agent).
2. Companies affording coverage (there may be several).
3. Name and address of the Insured (this should be the Company or Parent of the firm Effingham County is contracting with).
4. A Summary of all current insurance for the insured (includes effective dates of coverage).
5. A brief description of the operations to be performed, the specific job to be performed, or contract number.
6. Certificate Holder (This is to always include Effingham County).

**Limits of Insurance:**

Effective coverage shall have the following limits:

- A. Commercial General Liability of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) aggregate for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting there from. Excess or umbrella liability coverage shall be required for contracts pertaining to road construction or repairs, automotive or motor vehicle repairs, or for contracts over \$1,000,000.00.
- B. Commercial Automobile Liability (owned, non-owned, hired) of \$1,000,000 (one million dollars) per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.
- C. Workers' Compensation limits as required by the State of Georgia and Employers Liability limits of \$1,000,000 (one million dollars) per accident or disease.

**Special Requirements:**

- A. **Claims-Made Coverage:** The limits of liability shall remain the same as the occurrence basis, however,

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- the Retroactive date shall be prior to or coincident with the date of any contract, and the Certificate of Insurance shall state the retroactive date and the coverage is claims-made.
- B. **Extended Reporting Periods:** The contractor shall provide the County with a notice of the election to initiate any Supplemental Extended Reporting Period and the reason(s) for invoking this option.
- C. **Reporting Provisions:** Any failure to comply with reporting provisions of the policies shall not affect coverage.
- D. **Cancellation/Non-Renewal Notification:** Each insurance policy shall be endorsed to state that it shall not be suspended, voided, or canceled, except after thirty (30) days prior to written notice by certified mail, return receipt, has been given to the County.
- E. **Proof of Insurance:** Effingham County shall be furnished with certificates of insurance and original endorsements affecting coverage required by this invitation. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates of insurance are to be submitted prior to, and approved by, the County before services are rendered. The CONTRACTOR must ensure Certificates of Insurance are updated for the entire term of the Contract.
- F. **Insurer Acceptability:** Insurance is to be placed with an insurer having an A.M. Best's rating of A and a five (5) year average financial rating of not less than V. If an insurer does not qualify for averaging on a five year basis, the current total Best's rating will be used to evaluate insurer acceptability.
- G. **Lapse in Coverage:** A lapse in coverage shall constitute grounds for contract termination by Effingham County Board of Commissioners.
- H. **Deductible and Self-Insured Retention:** Any deductibles or self-insured retention must be declared to, and approved by, the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as related to the County, its officials, officers, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of related suits, losses, claims and related investigation, claim administration and defense expenses

**Additional Coverage for Engineering, Architectural and Surveying Services:**

Professional Liability: Insure errors or omission on behalf of architects, engineers, attorneys, medical professionals, and consultants. Minimum Limits: \$1,000,000 per claim/occurrence. Coverage Requirement: If "claims made," retroactive date must precede or coincide with the contract effective date or the date of the Notice to Proceed. The professional must state if "tail" coverage has been purchased and the duration of the coverage.

**ARTICLE IV  
WAIVERS AND EXCEPTIONS**

No failure by County to enforce any right or power granted under this Contract, or to insist upon strict compliance by Contractor with this Contract, and no custom or practice of County at variance with the terms and conditions of this Contract shall constitute a general waiver of any future breach or default or affect the County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Contract.

**ARTICLE V  
GENERAL PROVISIONS**

This Contract supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor for County and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any matter whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Contract. Any modification of this Contract will be effective only if set forth in writing and signed by the party to be charged.

Contractor warrants that it will not, in the performance of this Contract, illegally discriminate on the basis of race, color, sex, or national origin.

This Contract will be governed by and construed in accordance with the laws of the State of Georgia. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

If Contractor dies or is dissolved prior to the completion of this Contract, any moneys that may be due to Contractor from County for services rendered prior to the date of death or dissolution shall be paid to Contractor's executors, administrators, heirs, personal representative, successors, or assigns.

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ARTICLE VI  
AUTHORITY TO EXECUTE AND ENTER AGREEMENT

By his, her, or their signature(s) below, the person or persons signing on behalf of Contractor warrant that (1) they are authorized to sign on behalf of Contractor; (2) that to the extent Contractor; is an entity rather than an individual, the entity is currently in existence and is validly registered with appropriate government officials; and (3) that the individual and entity contracting herein are in compliance with all Georgia requirements related to federal and state immigration laws and the use of E-Verify and shall remain in compliance during the term of this Contract.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this Contract to be signed, sealed and delivered.

This 13 day of September, 2021.

S & ME, INC.

  
\_\_\_\_\_  
Signature

Placemaking Group leader  
\_\_\_\_\_  
Title

admin support  
\_\_\_\_\_  
Witness - Title

Rob Thomas  
\_\_\_\_\_  
Witness - Signature

BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY, GEORGIA

  
\_\_\_\_\_  
WESLEY CORBITT, CHAIRMAN

Attest:

  
\_\_\_\_\_  
Stephanie Johnson, County Clerk

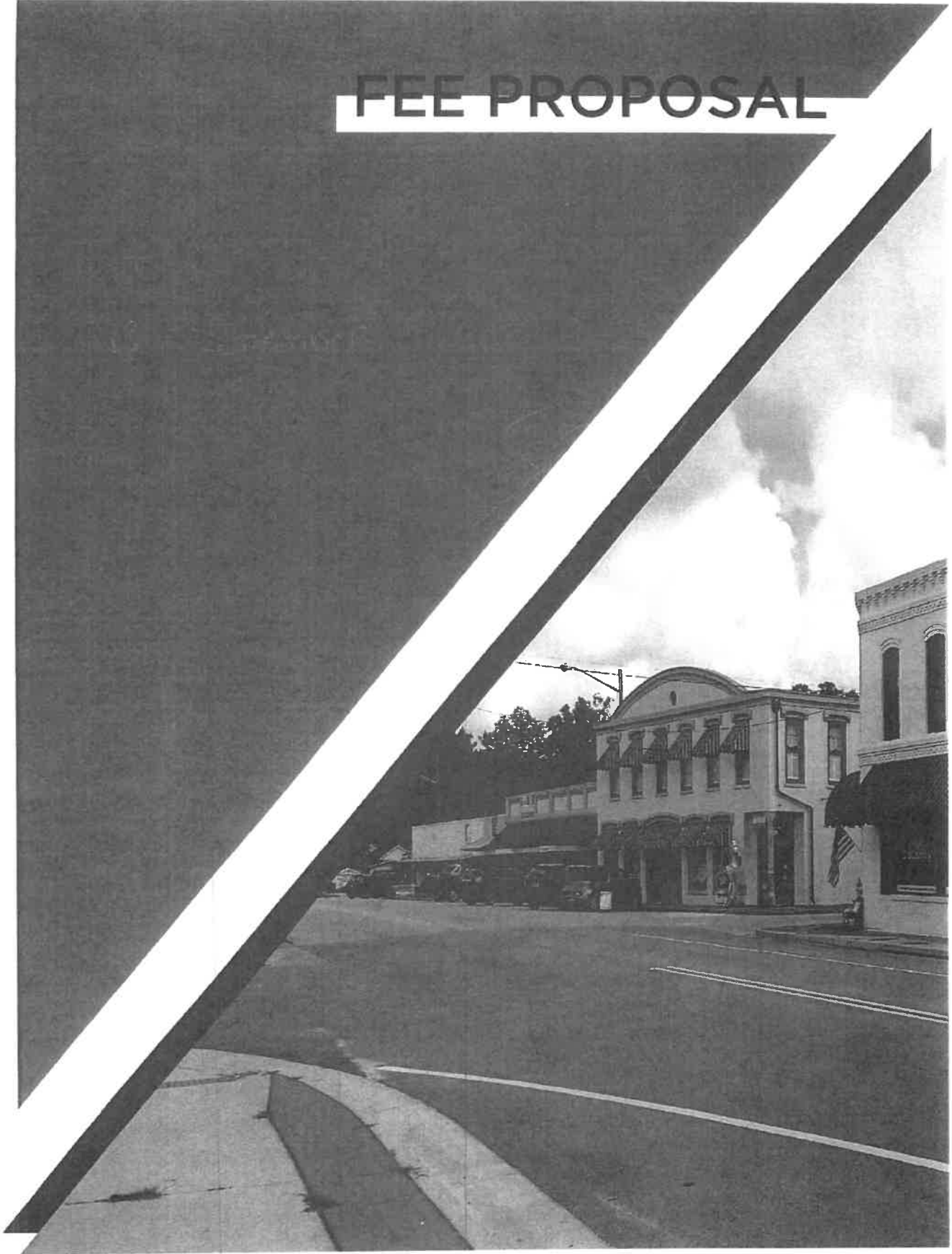
CONTRACT NO. 22-001

COMMISSION APPROVAL DATE:

09/07/2021  
\_\_\_\_\_

Attachment A - Contract 22-001

# FEE PROPOSAL



# FEE PROPOSAL

	Project Manager	Planning Director (Senior Reviewer)	Senior Planners	Senior Transportation Planner	Senior Project Engineer	Planners	Senior Graphic Designer	TOTAL COST
	\$200	\$210	\$150	\$160	\$185	\$100	\$100	
<b>PHASE I: Comprehensive Plan</b>	146	16	270	24	24	108	44	\$96,300
<b>PHASE II: Regulatory Code Updates</b>	100	18	66	20	48	58	8	\$52,160
<b>PHASE III: Staff Report &amp; Ordinance Prep</b>	20	8	40	4	4	20	8	\$15,820
<i>Travel</i>								\$3,137
<i>Reimbursables (3%)</i>								\$5,023
<b>Total Budgeted Hours</b>	<b>266</b>	<b>42</b>	<b>376</b>	<b>48</b>	<b>76</b>	<b>186</b>	<b>60</b>	<b>\$172,441</b>



# Change Order # 1

Project: 22-001 – Planning Consultant for Dev. Services

Contract Date: 09/07/2021

Change Order Effective Date: 07/19/2022

Change Order Issued to: S & Me, Inc.  
3201 Spring Forest Road  
Raleigh, NC 27616

You are directed to make the following changes to this Contract.

ITEM NO.	DESCRIPTION	Unit Price	Total
1	Peer Community Identification and Outreach	\$2,400.00	\$2,400.00
2	Summary Memorandum	\$2,000.00	\$2,000.00

The original Contract Sum was.....\$ 172,440.00  
 Net change by previously authorized Change Orders.....\$ 0  
 The Contract Sum prior to this Change Order was.....\$ 172,440.00  
 The Contract Sum will be decreased by this Change Order.....\$ 4,400.00  
 The new Contract Sum including this Change Order will be.....\$ 176,840.00  
 The Contract Time will be increased by 0 days  
 The Time allowed for completion is therefore **remains unchanged**

Owner  
 Effingham County Board of Commissioners  
 804 S. Laurel Street  
 Springfield, GA 31329

Contractor  
 S & Me, Inc.  
 3201 Spring Forest Road  
 Raleigh, NC 27616

By: Wesley M. Cioffi

By: [Signature]

Date: July 19, 2022

Date: 7-25-22



June 15, 2022

Eric W. Larson, PE, AICP, CFM, CPSWQ  
Assistant County Manager  
Effingham County Board of Commissioners      via email: [elarson@effinghamcounty.org](mailto:elarson@effinghamcounty.org)

Reference:    **Proposal for Professional Planning Services - Rental Community Analysis**

Dear Mr. Larson:

S&ME, Inc. (S&ME) appreciates the opportunity to submit this additional services proposal to perform professional planning services. This proposal describes our understanding of the project, outlines our approach, schedule, and proposed fees for these services.

**SCOPE**

S&ME shall conduct a review of existing policies and ordinances from peer communities that have adopted regulations regarding single-family rental communities. Phone or video interviews may be conducted with peer communities to determine the effectiveness and intended/unintended consequences of various policy approaches. Based on these findings, S&ME will prepare a summary memorandum of the findings.

**TASK 1: PEER COMMUNITY IDENTIFICATION AND OUTREACH**

S&ME will prepare a list of cities and counties within Georgia to research and contact (up to 4 communities) who have enacted ordinances or regulations relating to single-family rental communities. S&ME will review the corresponding regulations and conduct a phone or video interview with applicable staff, if necessary, to understand the status and any feedback relating to the legislation.

**TASK 2: SUMMARY MEMORANDUM**

S&ME will prepare a summary memorandum of the findings that includes:

- A list of the peer communities interviewed and researched



- Interview questions
- A summary of each peer community interview describing effectiveness
- Ordinance and/or regulation summary
- Implementation status or regulations

**SCHEDULE**

The project shall be completed within 30 days upon written receipt of the Notice to Proceed from Effingham County staff.

**FEE**

For work under this Scope of Services, Effingham County shall compensate \$4,400 to complete these tasks by Lump Sum.

	Senior Professional (\$200/hr)	Project Professional (\$100/hr)	Total Per Task
Task 1	4	16	\$2,400
Task 2	8	4	\$2,000
Total	12	20	\$4,400

**EXCLUDED SERVICES**

Without intending to provide an exhaustive list or description of all services or potential services that may be required and that S&ME can provide, the following services are specifically excluded from this proposal.

- Additional meetings
- Ordinance amendments, which are provided for under the Code Amendments contract, #21-7447

**AUTHORIZATION**

An Agreement for Services (AS-071) is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing the form and returning it to our office. We will then proceed with the performance of our services.





**CLOSURE**

S&ME appreciates the opportunity to submit this proposal to provide our services for this project. If you have any questions regarding the outlined scope of work, or if we may be of any further assistance, please call.

Sincerely,

**S&ME, Inc.**

A handwritten signature in blue ink that reads "Sarah Sinatra Gould".

Sarah Sinatra Gould, AICP  
Placemaking Group Leader  
[sgould@smeinc.com](mailto:sgould@smeinc.com)  
954-205-3272 (mobile)

Enclosures: Agreement for Services (Form AS\_071)