

**AGREEMENT:** RJWA CONSULTING SERVICES  
**PROJECT #:** 4123  
**CLIENT:** HARMONY CDD, Kristen Suit, District Manager  
**PROJECT:** RV STORAGE PARK  
**TASK:** PLANNED DEVELOPMENT – MINOR AMENDMENT (MPDA)

RJ WHIDDEN and ASSOCIATES, INC. (RJWA) agrees to provide the services outlined below for the above referenced project based on the following understanding:

#### 1. SCOPE of SERVICES:

Relying on Steve Boyd's reference to a text from Dave Tomek (Osceola County Planning Director), RJWA will pursue a Minor Planned Development Amendment (MPDA) for the subject property owned by the Harmony CDD which is located behind the existing golf maintenance building that Starwood had used as an RV storage park. In the process of the CDD exploring expansion of the existing RV storage park, it was discovered that the current PD is not approved for outdoor storage/ RV parking. Accordingly, RJWA shall prepare, submit and process the required MPDA to allow said use as outlined herein.

#### 2. BENCHMARKS FOR FIXED FEE SERVICES AND FEES TOTALING \$2,900

- 2.1 **20% (\$580)** payment of the total fee is required for: a) validation of this document as a Contractual Agreement, b) compensation to RJWA for services rendered leading up to this Agreement which includes research, collection of base information, allocation of time and resources, and c) initiation of services described in Subsection 2.2 below.
- 2.2 **60% (\$1,740)** payment of the total fee is required prior to submittal of application to the reviewing jurisdictional authority. Said fee covers services that were provided during this period, such as, preparation and submittal of Pre-application materials, representation of application at Pre-application Conference, as well as preparation of the PD application and supporting materials.
- 2.3 **20% (\$580)** payment of the total fee is required prior to the final consideration by the Development Review Committee.

*NOTE: This agreement does not include a community meeting as it seems unlikely; however, should this occur, RJWA will prepare for and represent the MPDA application at said meeting at RJWA's normal hourly rates as identified in Subsection 3.1 below.*

#### 3. ADDITIONAL HOURLY RATE SERVICES, IF REQUESTED:

- 3.1 Upon request, RJWA can provide services additional to those addressed in Sections 1 and 2 herein at the following hourly rates: \$50 / Clerical, \$150 / Associate and \$250 / Principal. Once underway, departures from the original assignment outlined in Section 2 herein may be invoiced as additional services.
- 3.2 RJWA routinely resolves and obtains entitlements without the services of Legal Counsel. The fee schedule in Section 2 above reflects such an arrangement. Should the Client's business protocol require the involvement of Counsel at any point in this engagement, RJWA will enthusiastically team with Counsel as we are occasionally asked to do; however, in such case, RJWA shall invoice Client for any services rendered at the direction, request of, or on Counsel's behalf at RJWA's normal hourly rates addressed above which shall be in addition to the fee schedule addressed in Section 2 above.

#### 4. LATE FEE CHARGES:

Any portion of an invoice remaining unpaid beyond thirty (30) days of the date of invoice may be deemed "late"; therefore, RJWA may prorate a late fee to be added to the unpaid portion calculated at 18% per annum.

#### 5. CONDITIONS OF AGREEMENT:

- 5.1 **RELIANCE ON RESOURCES:** RJWA will rely on site inventory data on-hand, in the public realm or as made available by Client.
- 5.2 **INVOICING AND FEE STRUCTURE:** Fees stated herein include relevant meetings, research and preparations.

- 5.3 CLIENT AUTHORIZATIONS AND RESPONSIBILITIES: Client shall provide proof of ownership such as warranty deed, legal description or other documentation demonstrating authority by the owner to initiate application(s). Client shall post required notices and execute posting affidavits for public hearings. Client is responsible for providing authorization for RJWA to act as agent for the owner regarding applications and processing. If corporate owned, Client shall provide documentation demonstrating signatory is authorized to sign on behalf of the corporation. Client is responsible for application fees.
- 5.4 APPROVAL GUARANTEES: RJWA does not and cannot guarantee governmental approvals.
- 5.5 DOCUMENT OWNERSHIP: RJWA owns documents produced by this office. Client agrees not to distribute, share or show any product produced by RJWA without written authorization by RJWA, unless said product is already a matter of public record.
- 5.6 COLLECTION: For past due accounts, Client agrees to bear the cost of collection, including reasonable attorney's fees.
- 5.7 SHELF LIFE: This proposal is null and void unless fully executed within sixty days of the date of this document.
- 5.8 TRANSFERABILITY: This agreement shall not be assigned to any other party without RJWA's written consent.
- 5.9 OUTSIDE CONSULTANTS: RJWA does not subcontract outside consultants.
- 5.10 CONTRACTUAL AGREEMENT: Upon receipt of a fully executed document and the non-refundable fee required in Subsection 2.1 herein, this Agreement is a binding contract and shall remain in full force and effect unless terminated with written notice fifteen days in advance of the effective date of termination, by either party. Upon termination or expiration of this agreement, all obligations of the parties shall terminate except the right of RJWA or its assigns to receive compensation earned prior to expiration. This agreement may be amended or modified only in writing signed by the appropriate parties and shall have the full force and effect of the original.

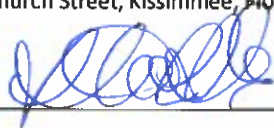


Consultant: \_\_\_\_\_ Date: October 30, 2019

Robert J Whidden, President **RJ Whidden and Associates, Inc.**  
316 Church Street, Kissimmee, Florida 34741

Client's

Authorized Signature: \_\_\_\_\_



Date: 10-31-19