

CONTRACT FOR SERVICES

THIS AGREEMENT is made this _____ by and between COMPLIGROWTH SOLUTIONS, Miami Gardens, Florida 33056, a Florida Limited Liability Corporation, hereinafter called "COMPLIGROWTH" and The City of North Miami, a municipal corporation under the laws of the State of Florida, hereinafter called "Client." COMPLIGROWTH" and The Client are sometimes collectively referred to as the "Parties."

WHEREAS, the City of North Miami is committed to maintaining professional excellence through compliance with the Commission for Florida Law Enforcement Accreditation (CFA) standards, and seeks to ensure thorough preparation for its formal reaccreditation assessment.

WHEREAS, COMPLIGROWTH possesses the expertise and experience necessary to conduct a comprehensive three-day mock assessment simulating the formal accreditation process, including review of standards files, staff interviews, policy and practice observations, and detailed feedback to assist the agency in achieving successful reaccreditation;

1. Services. In consideration of the mutual benefits to be derived from this Agreement, COMPLIGROWTH and The Client agree to the following terms and conditions set forth in the attached Exhibit A hereto ("Scope of Work"). The Client and COMPLIGROWTH agree that the Services are provided by COMPLIGROWTH in a capacity other than as an employee of the Client.
2. Payment.
 - a. Unless otherwise agreed between the Parties, the Client shall pay COMPLIGROWTH \$120 per billable hour for services provided ("Fee"), not to exceed \$3,500.00, unless approved in writing. COMPLIGROWTH shall send the Client a detailed invoice (including hours and specific billable activities), immediately upon completion for payment. Client agrees to remit payment within thirty (30) days of receipt.
 - b. All payments not received within the 30-day net period shall be assessed a fee of 5% of the total invoice amount.
 - c. The Client agrees to compensate COMPLIGROWTH for all reasonable travel time incurred by COMPLIGROWTH personnel when traveling to and from the Client's site, as well as any other location the Client requires COMPLIGROWTH to attend or visit on the Client's behalf. Travel time will be billed at the hourly rate stated in 2.a.
 - d. Any and all direct expenses incurred by COMPLIGROWTH while performing the Services on behalf of Client ("Expenses") will require express written consent of Client prior to being incurred.

3. **Duration.** COMPLIGROWTH shall commence performance of the Services upon execution of this Agreement ("Commencement Date"). The period beginning on the Commencement Date and ending at termination of this Agreement by either Party, in accordance with Section 4 of this Agreement, shall be referred to as the "Service Period". Unless otherwise agreed, the Services shall be performed principally from a location of COMPLIGROWTH's choosing.
4. **Ownership of Work Product / Intellectual Property**

All reports, documents, data, presentations, and other work products (collectively, "Work Product") created by COMPLIGROWTH specifically for the City during the mock accreditation assessment shall be considered "work made for hire" and shall become the property of the City upon full payment for services rendered.

COMPLIGROWTH retains ownership of any pre-existing materials, templates, proprietary methodologies, or tools used in connection with the services, provided that the City is granted a non-exclusive, royalty-free, perpetual license to use, reproduce, and modify such materials solely for internal purposes related to accreditation and compliance.

Nothing in this Agreement shall restrict COMPLIGROWTH from using general knowledge, skills, experience, or non-confidential information gained during the course of the engagement in future work with other clients.
5. **Termination of the Agreement.** The Parties may terminate this Agreement upon fifteen (15) days written notice for cause or convenience. If the Parties terminate this Agreement, The Client shall pay COMPLIGROWTH according to the fee schedule and all associated travel costs and time, for all unpaid hours worked.
6. **Confidentiality and Public Records.** COMPLIGROWTH may have access to nonpublic or proprietary information of the City and agrees to maintain the confidentiality of all such information specifically designated in writing by the City as confidential and not subject to disclosure under Florida's Public Records Law, Chapter 119, Florida Statutes. COMPLIGROWTH shall not use such information for any purpose other than performing services under this Agreement and shall not disclose it to any third party without the City's prior written consent, except as required by law. To the extent COMPLIGROWTH is acting on behalf of the City as defined in section 119.0701, Florida Statutes, it shall comply with Florida public records laws, including maintaining and providing public records related to this Agreement and transferring all public records to the City upon termination of this Agreement, at no cost, while ensuring that any confidential or exempt records are protected from unauthorized disclosure.
7. **Indemnification.**
 - a. **COMPLIGROWTH's Obligation:** COMPLIGROWTH shall indemnify, defend, and hold harmless the City of North Miami, its officers, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, or omissions of COMPLIGROWTH, its employees, agents, or subcontractors in the performance of services under this agreement.
 - b. **City's Obligation:** The City shall indemnify and hold harmless COMPLIGROWTH, its officers, employees, and agents from and against

any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, to the extent caused by the negligent acts, errors, or omissions of the City, its employees, or agents.

- c. **Limitations:** Nothing herein shall be construed as a waiver of either Party's rights, immunities, or limitations of liability under section 768.28, Florida Statutes, or other applicable law. The obligations under this Section shall survive the expiration of this agreement.
- 8. **Insurance Liability Clause:** COMPLIGROWTH Solutions ("Consultant") shall maintain, at its sole cost and expense, insurance coverage throughout the duration of this Agreement and any extensions thereof, as follows:
 - a. COMPLIGROWTH shall maintain commercial general liability insurance with limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Coverage shall include, but not be limited to, bodily injury, personal injury, property damage, and contractual liability.
 - b. **Professional Liability (Errors and Omissions) Insurance**
COMPLIGROWTH shall maintain professional liability insurance with limits of no less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in aggregate, covering claims arising from acts, errors, or omissions in providing professional consulting services related to law enforcement accreditation, compliance, training, and related advisory services.
 - c. **Workers' Compensation and Employer's Liability Insurance**
To the extent required by Florida law, COMPLIGROWTH shall maintain workers' compensation insurance in compliance with Chapter 440, Florida Statutes, and employer's liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000).
 - d. **Proof of Insurance**
Upon request, COMPLIGROWTH shall provide certificates of insurance that demonstrate the coverage specified above, with the Client named as a certificate holder. Insurance carriers shall issue all insurance policies authorized to do business in the State of Florida and rated A- or higher by A.M. Best or a similar recognized rating agency.
 - e. **Notice of Cancellation or Material Change**
COMPLIGROWTH shall notify the Client in writing at least thirty (30) days before any cancellation, non-renewal, or material change to the insurance coverage required under this Agreement.
 - f. **No Limitation of Liability**
The insurance requirements outlined here do not limit COMPLIGROWTH's liability to the coverage provided by such insurance or restrict the Client's right to pursue any available remedy.

9. Governing Law. The laws of the State of Florida shall govern this Agreement.
10. Dispute Resolution. All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the Parties, followed if necessary, within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. Failing resolution through negotiation or mediation, either Party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein.
11. Venue. Any disputes between the Parties shall be litigated in Miami-Dade County, Florida.
12. Attorneys' Fees. The prevailing party in any litigation arising out of this Agreement shall be entitled to recover attorneys' fees and costs from the non-prevailing party.
13. Modification. Any modification of this Agreement must be in writing and signed by the parties hereto.
14. Severability. If any portion of this Agreement is invalid, illegal, or unenforceable, in any respect, the offending provision shall be replaced with an enforceable provision that captures the intent and economic effect of the offending provision. All other portions of the Agreement remain in full force and effect.
15. Complete Agreement. This Agreement, including all exhibits and attachments, constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, representations, or agreements, whether written or oral. This Agreement shall not be construed against either Party as the drafter. The Parties acknowledge and represent that they have entered into this Agreement in good faith and without reliance on any statement, representation, promise, inducement, or agreement not expressly contained herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.



Harvette Sears Smith
President, Compligrowth Solutions, Inc.

08/25/2025

Date

Cherise G. Gause, Chief of Police
City of North Miami Police Department

Date

Vanessa Joseph, Esq. City Clerk
City of North Miami

Date

Theresa Therilus, Esq. City Manager
City of North Miami

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Jeff P.H. Cazeau, Esq. City Attorney
City of North Miami

Date

Exhibit A

North Miami Police Department Three-Day Mock Accreditation Assessment Scope of Work

Purpose: To conduct a comprehensive three-day mock assessment simulating a formal accreditation assessment, ensuring the City of North Miami Police Department is fully prepared for its upcoming Commission for Law Enforcement Accreditation (CFA) reaccreditation review. The assessment will identify compliance gaps, recommend improvements, and increase agency readiness.

Objectives

- Evaluate the agency's preparedness for formal reaccreditation.
- Review compliance with accreditation standards through documentation and practice.
- Provide actionable feedback and recommendations to correct deficiencies or improve practices.

1. Pre-Assessment Coordination

- Schedule planning meetings (virtual or in-person) with the agency accreditation manager or designee.
- Review provided materials in advance (e.g., roster of standards, self-assessment files).
- Finalize agenda and logistical requirements for the three-day visit.

2. Entrance Interview

- Conduct a formal entrance meeting with the Chief of Police and Command Staff.
- Review assessment objectives, methodology, schedule, and expectations.
- Establish open lines of communication for questions or clarifications.

3. Standards File Review

- Examine accreditation files and proofs of compliance for all applicable CFA standards.
- Evaluate documentation for completeness, currency, and sufficiency.
- Provide preliminary observations and note any gaps or recommendations.

4. Interviews with Agency Members

- Conduct structured interviews with sworn and civilian staff.
- Evaluate staff familiarity with relevant policies, practices, and accreditation standards.
- Assess operational awareness and compliance culture.

5. Observation of Practices and Equipment

- Observe agency operations, facilities, equipment, and vehicles relevant to accreditation standards.
- Verify implementation of policies in practice.

- Identify potential risks or deficiencies in procedures, safety, or policy adherence.

6. Policy Review

- Evaluate key policies for compliance with CFA standards.
- Recommend updates or clarifications where necessary.

7. Daily Feedback Sessions

- At the conclusion of Days 1 and 2, provide informal feedback to accreditation staff summarizing preliminary findings and recommendations.
- Allow the agency to begin addressing urgent or easily correctable issues immediately.

8. Exit Interview / Debrief

- Conduct a formal exit meeting with the Chief of Police and Command Staff.
- Present summary findings, noting strengths, compliance gaps, and priority recommendations.
- Provide time for questions and clarifications.

Deliverables

- Entrance and Exit Interviews with Command Staff.
- On-site assessment for three (3) consecutive days.
- Daily informal feedback sessions.
- Written summary report with recommendations.

Timeline

- Three (3) consecutive days on-site (dates to be confirmed with the agency).
- Written report delivered within 7 business days following the assessment.

Roles and Responsibilities

Consultant:

- CFA Assessor conducting reviews, interviews, observations, and reporting.
- Maintain a professional, unbiased approach to simulate a formal CFA assessment.

City of North Miami Police Department:

- Provide access to all necessary personnel, facilities, files, and equipment.
- Designate an accreditation liaison to coordinate efforts.
- Ensure command staff availability for entrance/exit interviews.