

# encoretech

## STATEMENT OF WORK

This Statement of Work is entered into between **North Port Florida City Attorney's Office** (or the 'Agency') and **Encoretech, Inc.** ('Encoretech'), each a **"Party"** and collectively, the **"Parties"**. Encoretech shall perform the Services described in this Statement of Work ('SOW').

AGENCY NAME	North Port Florida City Attorney's Office
AGENCY CONTACT NAME, EMAIL, PHONE NUMBER	Rachel Cigich <a href="mailto:rcigich@northportfl.gov">rcigich@northportfl.gov</a>   941-429-7260
AGENCY BILLING CONTACT NAME, EMAIL, PHONE NUMBER	Same as above
NETDOCUMENTS ACCOUNT EXECUTIVE NAME, EMAIL, PHONE NUMBER	Grant Mitchell <a href="mailto:grant.mitchell@netdocuments.com">grant.mitchell@netdocuments.com</a>   M: 385-695-9591
PROJECT	ndMAX Professional Services
PROJECT NUMBER	2025 –
DATE SUBMITTED	May 15, 2025
SUBMIT TO	Jessica Kubala   Director, Business Development <a href="mailto:jkubala@encoretech.com">jkubala@encoretech.com</a>   M: 908-510-4885
ENCORETECH POINT OF CONTACT	Gabriela Mezdrea   Project Coordinator <a href="mailto:gmezdrea@encoretech.com">gmezdrea@encoretech.com</a>

### 1. Services to be Delivered

Encoretech will provide four (4) hours for ndMAX Professional Services.

### 2. Estimated Fees

Encoretech has developed the following cost table. **Services not to exceed 4 hours.**

ESTIMATED FEES			
DESCRIPTION	QUANTITY	UNIT PRICE	COST
<b>ndMAX Professional Services</b> The Parties agree to an hourly engagement for the professional services that is not to exceed 4 total hours without prior approval via executed Change Order.	Up to 4 hours	\$250	\$1,000
<b>^Encoretech Fee Waived for ndMAX Professional Services with Marketing Discount</b> To be eligible for this offer, the Agency agrees to: a) Provide a written quote upon completion of services with a minimum of two sentences on overall experience, expertise, process, satisfaction, etc. within 10 days post completion; b) Act as an Encoretech reference post Go Live.  Any out-of-scope services requested by and agreed to by the Agency will require a Change Order. Any additional hours will require a Change Order and will be charged \$250/hour.			^(\$1,000)
<b>TOTAL PROJECT FEES FOR AGENCY PAYMENT</b>			<b>\$0</b>



### 3. Business Terms

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#### Travel

Travel is out of scope for this remote engagement.

#### Materials

If Encoretech provides materials to the Agency, the materials are for the Agency's use and distribution only. Encoretech will provide these to the Agency electronically in Microsoft Word format and/or Captivate files, and the Agency will be responsible for duplicating, printing, laminating, and assembling all non-digital materials.

#### Non-Solicitation

During the term of this agreement and for two (2) years thereafter the Parties agree that unless otherwise agreed to by the parties in writing neither of them shall solicit, hire, attempt to hire, retain, recruit or be associated in a business with any person who at any time during the term of this Agreement, was an officer, employee, consultant or independent contractor of the business of either of the Parties, or induce or attempt to induce any such person or entity to leave the employ or service of the business of either of the Parties or on behalf of any other Agency, agency, company or organization during the term of the agreement.

#### Confidentiality

Except as otherwise required by Florida law, each Party will hold in confidence all confidential information and shall not directly or indirectly disclose or record any information relating to the business of the other Party including rates, policies, personnel, products, product plans, services, software, materials, on-demand content, training content, processes, formulas, methodology and technologies. Proprietary materials of either Party are for use between the Parties only and each Party shall take all reasonable precautions to prevent third parties from viewing, recording, or copying a Party's proprietary materials and these materials shall not be modified by anyone other than the Agency or Encoretech.

#### Delays or Termination

The Agency will provide Encoretech with at least ten business days' notice of cancellation or rescheduling of any Services or the Agency will be billed the full rate. Notice shall be provided in writing, but email is acceptable if Encoretech confirms receipt. The City Manager is authorized to terminate on behalf of the Agency.

#### Non-Discrimination

The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. Encoretech shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.


#### Encoretech, Inc. | Private & Confidential

Proprietary & Confidential Statement: This document and the information disclosed within, including the document structure and contents, are confidential and the proprietary property of Encoretech and are protected by copyright and other proprietary rights. Any disclosure to a third party in whole or in part in any manner is expressly prohibited without the prior written permission of Encoretech.

Expiration of this Statement of Work:

The Services included in this NetDocuments Implementation SOW must be completed within three (3) months of the date of execution. Encoretech will not be responsible for delivering any services or training sessions the Agency has not attended or rescheduled beyond the three months allowed under this contract for this price without mutual consent.

ACCEPTED AND AGREED

AUTHORIZATION		
NORTH PORT FLORIDA CITY ATTORNEY'S OFFICE	SIGNATURE	
	PRINTED NAME	
	TITLE	
	DATE	
ENCORETECH, INC.	SIGNATURE	
	PRINTED NAME	Stacy Gittleman
	TITLE	Chief Executive Officer
	DATE	8/1/2025

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

ATTEST

HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL GOLEN, CPM  
INTERIM CITY ATTORNEY