

## **LATROBE CITY COUNCIL REORGANIZATION AGENDA**

January 2, 2024 . 6:30 PM  
Municipal Building, Council Chambers

1. Call to Order
2. Pledge of Allegiance
3. Swearing in newly elected council members
4. Roll Call
- A. Organization of Council per Section 313 of Charter
  - a. Resolution electing Deputy Mayor
  - b. Resolution appointing City Secretary
  - c. Resolution appointing City Solicitor
  - d. Resolution appointing City Engineering Firm
- 5 Adjournment

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Eric Bartels, Mayor

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Karen Meholic, City Secretary

# LATROBE CITY COUNCIL AGENDA

January 2, 2024 | 6:30 PM

Municipal Building, Council Chambers

1. Call to Order
  2. Pledge of Allegiance
  3. Moment of Silence
  4. Roll Call
  5. Approval of Minutes from the December 11, 2023, Regular meeting.
  6. Approval of Fiscal Department Reports and Payroll for the month of December
  7. Citizen's Request related to Agenda Items.
  8. Committee Assignments by Mayor Bartels:
    - a. Public Safety & Fire Committee – \_\_\_\_\_.
    - b. Finance Committee – \_\_\_\_\_.
    - c. Public Works Committee – \_\_\_\_\_.
    - d. Personnel Committee – \_\_\_\_\_.
    - e. Renovation Committee – \_\_\_\_\_.
    - f. Events Committee – \_\_\_\_\_.
    - g. GLSD Student Showcase Committee – \_\_\_\_\_.
  9. Board/Authority Reports
  10. Department Reports
    - a. Public Works – (Wajdic)
    - b. Police – (Bosco)
    - c. Fire – (Brasile)
    - d. Code Enforcement / P C Report – (Weimer)
  - A. Personnel:
    1. Motion to approve Scott Wajdic Contract
    2. Motion to approve Karen Meholic Contract
    3. Appointments to Westmoreland Co. Tax Collection Committee. (Motion)
  - B. ADMINISTRATION AND FINANCE DEPARTMENT:
    1. Motion to approve 2024 Council Meeting Schedule Revision.
    2. Motion to Amend 2024 Budget / Corrections.
    3. City of Latrobe Boards and Commission Appointments
  - C. PLANNING AND DEVELOPMENT
    - 2024 Fee Schedule as amended for approval. (Resident Parking Discount)
  - D. New / Unfinished Business:
  - E. Solicitors Report:
  - F. Citizens Requests (open forum)
  - G. City Manager's Verbal:
  - H. Mayor's Report
  - I. Adjournment
- Agenda Meeting:**
- Cloud Permit Discussion.
- PLIGIT Investment
- TuDi / Penn Power Rebate for Air Handler Units

\_\_\_\_\_  
Eric Bartels, Mayor

\_\_\_\_\_  
Terry Carcella, City Manager

## TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN

Scott Wajdic

And

City of Latrobe

1. The Borough of Latrobe, operating as a municipal corporation under the name "City of Latrobe" (hereinafter "Latrobe" or "City of Latrobe" or "City"), is governed by a Home Rule Charter and Code adopted March 9, 1995, as amended.
2. Scott Wajdic (hereinafter "Scott") was appointed to be Latrobe's Director of Public Works.
3. Through this Agreement, the parties wish to memorialize the terms and conditions of Scott's employment as Public Works Director which shall continue on January 1, 2024 and continue through December 31, 2026 for a three (2) year contract term (hereinafter "Term").

### **DUTIES AS DIRECTOR OF PUBLIC WORKS**

4. It is understood that Scott is hired as an at-will employee and has no just cause protection during the term. This contract will set forth Scott's compensation and benefits during the term so long as he is employed. During the Term, Latrobe agrees to continue employing Scott in the position of Public Works Director the City of Latrobe, subject to the Organizational Chart of the City of Latrobe, the Home Rule Charter and Code adopted March 9, 1995, as amended (hereinafter "Code"), and all other applicable statutes, ordinances, rules and regulations as may be adopted, altered and/or amended from time to time. Scott agrees to faithfully and dutifully perform the duties of the position of Public Works Director and not to accept any other employment other than in accordance with this Agreement. Scott is not an employee subject to the provisions and benefits of the AFSME collective bargaining unit and is not a member of the union.
5. During the Term, Scott shall report and be responsible to the Manager of the City of Latrobe ("Manager") for the performance of the function of the Public Works Department. The Manager shall outline work performance goals which Scott is expected to meet. Periodically, but not less than monthly, Scott shall outline to the Manager, or, if so designated by Latrobe City Council (hereinafter "Council"), to the Council, the steps he is taking to meet and achieve the work performance goals outlined by the Manager and/or Council. Scott shall outline, in writing, any work performance goals. It is understood and agreed that these work performance goals are an integral part of Scott's job duties and shall be an essential and material consideration in determining Scott's future as Public Works Director at the expiration of the Term.

6. In general, Scott is expected to work a minimum forty (40) hour work week which will allow him to closely monitor the work, morale and performance of the public works department. As a salaried supervisory employee with oversight responsibilities, Scott will adjust his work schedule to the amount and type of work which needs to be performed, organized and directed, and will not, necessarily, work a readily standardized work week. Scott may set his own work schedule subject to modification and approval by the Manager. Scott shall also generally coordinate his schedule and work to accommodate the scheduling and staffing requirements necessary to efficiently operate and manage the Transfer Station Operations.
7. Scott agrees that he shall be considered an "exempt" manager under the Fair Labor Standards Act, the Pennsylvania Wage Payment and Collection Law and Pennsylvania law and other applicable wage payment laws and shall not be entitled to compensation time or overtime.

### **SALARY**

8. Subject to the salary approval requirements of the Code, the City shall pay to Scott an annual base salary of \$75,462.46 during year one of the Term; a base salary of \$79,990.21 during year two of the Term, all payable at the same time as other employees of the City.

### **BENEFITS**

*Note: any accrued time prior to this contract will be honored until that time is exhausted.*

9. During the Term, Scott shall receive the following employment benefits:
  - a. Sick Leave. Scott shall be entitled to Thirty (30) paid sick days, annually. Sick leave shall only be used when Scott is sick and unable to work. Unused sick days shall not be paid, accumulated or carried over from year to year. A short-term disability policy of six months' duration with a 30-day waiting period will be provided.
  - b. Personal Leave. Scott shall be entitled to eight (8) paid personal leave days, annually. Unused personal leave days shall not be paid, accumulated or carried over from year to year.
  - c. Vacation Days. Scott shall be entitled to fifteen (15) paid vacation days, annually. Unused vacation days shall not be paid, accumulated or carried over from year to year.
  - d. Bereavement Leave. Scott shall be entitled to up to four (4) paid bereavement leave days. Unused bereavement leave days shall not be paid, accumulated or carried over from year to year.
  - e. Health Insurances. Scott and his dependents shall be provided with the health insurance **coverage** that are provided to other full-time employees under the prevailing City of Latrobe plan(s).
  - f. Shoes and Equipment. Latrobe will provide Scott with such uniforms, shoes and equipment as approved by the Manager.
  - g. Pension. Scott Wajdic is currently enrolled in the existing PMRS pension plan and every effort to reduce the vesting of the plan to 5 years will be initiated in 2024 with approval of the AFSME union contract.

- h. Life Insurance. Scott shall be provided Life Insurance providing a death benefit to a beneficiary designated by Scott Wajdic in the total amount of not less than Fifty Thousand and 00/100 (\$50,000.00) Dollars.
- i. Holidays PTO: New Years Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day.

### **MISCELLANEOUS**

~~During the Term, Scott shall be reimbursed for professional dues and subscriptions to such organizations and periodicals as the Manager may approve in his discretion.~~

- 10. During the Term, Scott may attend such professional training, conferences and seminars as the Manager and Council in their discretion.
- 11. During the Term, Scott shall be permitted to transport the public works vehicle normally assigned to him from his home to his place of employment, and vice versa, provided that said vehicle is not needed for use by the Public Works Department. Said vehicle shall be used for official business only and shall not be used for personal or private use by anyone. Scott shall never operate said vehicle while under the influence of drugs or alcohol, at any levels.
- 12. This Agreement sets forth the complete, integrated understanding and agreement of the parties. No prior or subsequent oral understandings shall be binding on either party. No amendment or modification of this Agreement shall be binding unless the same is reduced to a written amendment of this Agreement and approved by Scott Wajdic and Council.
- 15. If any term of this Agreement shall be determined by a court to be illegal or unenforceable, the remainder of this Agreement shall remain unaffected thereby.
- 16. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. If any clause or provision of the Agreement shall be deemed invalid or unenforceable, then the remainder of the Agreement shall remain in full force and effect.

**WITH THE INTENT TO BE LEGALLY BOUND**, this Agreement has been approved at a duly convened public meeting of the City of Latrobe Council, and the parties have executed their respective signatures hereto.

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Mayor, Eric Bartels

WITNESS:

\_\_\_\_\_  
Scott Wajdic, Director, Public Works

## TERMS AND CONDITIONS OF EMPLOYMENT BETWEEN

Karen Meholic

And

City of Latrobe

1. The Borough of Latrobe, operating as a municipal corporation under the name "City of Latrobe" (hereinafter "Latrobe" or "City of Latrobe" or "City"), is governed by a Home Rule Charter and Code adopted March 9, 1995, as amended.
2. Karen Meholic (hereinafter "Meholic") was appointed to be Latrobe's Director of Finance and Administration and in the Code of Latrobe the City Secretary.
3. Through this Agreement, the parties wish to memorialize the terms and conditions of Meholic's employment as Director of Finance and Administration which shall continue January 1, 2024, and continue through December 31, 2025, for a two (2) year contract term (hereinafter "Term").

### **DUTIES AS DIRECTOR OF FINANCE & ADMINISTRATION**

4. It is understood that Meholic is hired as an at-will employee and has no just cause protection during the term. This contract will set forth Meholic's compensation and benefits during the term so long as she is employed. During the term, Latrobe agrees to continue employing Meholic in the position of Director the City of Latrobe Finances, subject to the Organizational Chart of the City of Latrobe, the Home Rule Charter and Code adopted March 9, 1995, as amended (hereinafter "Code"), and all other applicable statutes, ordinances, rules and regulations as may be adopted, altered and/or amended from time to time. Meholic agrees to faithfully and dutifully perform the duties of the position of Finance Director and not to accept any other employment other than in accordance with this Agreement. Meholic is not an employee subject to the provisions and benefits of the AFSME collective bargaining unit and is not a member of the union.
5. During the Term, Meholic shall report and be responsible to the Manager of the City of Latrobe ("Manager") for the performance of the function of the Finance Department. The Manager shall outline work performance goals which Meholic is expected to meet. Periodically, but not less than monthly, Meholic shall outline to the Manager, or, if so designated by Latrobe City Council (hereinafter "Council"), to the Council, the steps she is taking to meet and achieve the work performance goals outlined by the Manager and/or Council. It is understood and agreed that these work performance goals are an integral part of Meholic's job duties and shall be an essential and material consideration in determining Meholic's future as Finance Director at the expiration of the Term.

6. In general, Meholic is expected to work a minimum forty (40) hour work week which will allow her to closely monitor the work, morale and performance of the clerical administration personnel. As a salaried supervisory employee with oversight responsibilities, Meholic will adjust her work schedule to the amount and type of work which needs to be performed, organized and directed, and will not, necessarily, work a readily standardized work week. Meholic may set her own work schedule subject to modification and approval by the Manager. Meholic shall also generally coordinate her schedule and work to accommodate the scheduling and staffing requirements necessary to efficiently operate and manage the Office Staff at 901 Jefferson Street and the administration staff at the Transfer Station Operations.
7. Meholic agrees that she shall be considered an "exempt" manager under the Fair Labor Standards Act, the Pennsylvania Wage Payment and Collection Law and Pennsylvania law and other applicable wage payment laws and shall not be entitled to compensation time or overtime.

### **SALARY**

8. Subject to the salary approval requirements of the Code, the City shall pay to Meholic an annual base salary of \$70,568.44 during year one of the Term; a base salary of \$74,802.54 during year two of the Term, all payable at the same time as other employees of the City.

### **BENEFITS**

*Note: any accrued time prior to this contract will be honored until that time is exhausted.*

9. During the Term, Meholic shall receive the following employment benefits:
  - a. Sick Leave. Meholic shall be entitled to thirty (30) paid sick days, annually. Sick leave shall only be used when Meholic is sick and unable to work. Unused sick days shall not be paid, accumulated or carried over from year to year. A short-term disability policy of six months' duration with a 30-day waiting period will be provided.
  - b. Personal Leave. Meholic shall be entitled to eight (8) paid personal leave days, annually. Unused personal leave days shall not be paid, accumulated or carried over from year to year.
  - c. Vacation Days. Meholic shall be entitled to twenty-five(25) paid vacation days, annually. Unused vacation days shall not be paid, accumulated or carried over from year to year.
  - d. Bereavement Leave. Meholic shall be entitled to up to four (4) paid bereavement leave days. Unused bereavement leave days shall not be paid, accumulated or carried over from year to year.
  - e. Health Insurances. Meholic and her dependents shall be provided with the health insurance **coverage** that are provided to other full-time employees under the prevailing City of Latrobe plan(s). If Meholic considers retirement at the end of this agreement, health care shall be provided until the age of 65 for only the employee.
  - f. Clothing. Latrobe will provide Meholic with such uniforms, logo wear and equipment as approved by the Manager.

- g. Pension. Karen Meholic is currently enrolled in the existing PMRS pension plan and is fully vested.
  - h. Life Insurance. Meholic shall be provided Life Insurance providing a death benefit to a beneficiary designated by Karen Meholic in the total amount of not less than fifty thousand and 00/100 (\$50,000.00) dollars. Post-retirement life insurance per the existing agreement with MBS Consulting Services.
  - i. Holidays PTO: New Years Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day.
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### **OTHER TERMS**

- 10. During the Term, Meholic may attend such professional training, conferences and seminars as the Manager and Council in their discretion.
- 11. This Agreement sets forth the complete, integrated understanding and agreement of the parties. No prior or subsequent oral understandings shall be binding on either party. No amendment or modification of this Agreement shall be binding unless the same is reduced to a written amendment of this Agreement and approved by Karen Meholic and Council.
- 15. If any term of this Agreement shall be determined by a court to be illegal or unenforceable, the remainder of this Agreement shall remain unaffected thereby.
- 16. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. If any clause or provision of the Agreement shall be deemed invalid or unenforceable, then the remainder of the Agreement shall remain in full force and effect.

**WITH THE INTENT TO BE LEGALLY BOUND**, this Agreement has been approved at a duly convened public meeting of the City of Latrobe Council and the parties have executed their respective signatures hereto.

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Mayor, Eric Bartels

WITNESS:

\_\_\_\_\_  
Karen Meholic, Finance Director



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## *2024 Council Meetings*

January 2 January 22	Council Council	(Re-org Meeting & Agenda)
February 12 February 26	Council Agenda	
March 11 March 25	Council Agenda	
April 8 April 22	Council Agenda	
May 13 May 28	Council Agenda	
June 10 June 24	Council Agenda	
July 8 July 22	Council Agenda	
August 12 August 26	Council Agenda	
September 9 September 23	Council Agenda	
October 15 October 28	Council Agenda	
November 12 November 25	Council Agenda	
December 9 December 23	Council Agenda	

# City of Latrobe

B 3.

Planning Commission		4-year term	
Name	Address	Term Expires	Contact Info.
Jim Burica	608 Highland Ave. Latrobe, PA 15650	1/31/2026	<a href="mailto:jim.burica@gmail.com">jim.burica@gmail.com</a> 724.537.2271
Ed Kubistek	221 Spring Street Apt 3A Latrobe, PA 15650	1/31/2025	724.261.2653
Dr. Kathleen R. Kelley	340 W. First Ave. Latrobe, PA 15650	1/31/2024	<a href="mailto:kkelley340@outlook.com">kkelley340@outlook.com</a> 724.539.4124 h 724.396.2118 c
Jarod L. Trunzo	712 Chestnut Street Latrobe, PA 15650	1/31/2026	<a href="mailto:trunzo@latroberevitalization.org">trunzo@latroberevitalization.org</a> 724.771.4976 c
Debra Sardello	1805 Sloan Avenue Latrobe, PA 15650	1/31/2025	724.532.1335 <a href="mailto:d.sardello@verizon.net">d.sardello@verizon.net</a>
Zoning Hearing Board		5-year term	
James Berkey	724 St. Clair St. Latrobe, PA 15650	1/31/2025	724.309.2630 <a href="mailto:berkeyjim.berkey@gmail.com">berkeyjim.berkey@gmail.com</a>
Thomas Horwat	1711 Dailey Ave Latrobe, PA 15650	1/31/2026	724.539.8482
Eric Cosby	433 Depot St. Latrobe, PA 15650	1/31/2024	724.532.3741
Vacant			
John E. Maher, Esq.	613 Walnut Street Latrobe, PA 15650	1/31/2025	724.396.4593 <a href="mailto:johnemaher@comcast.net">johnemaher@comcast.net</a>
Dave DeRose			724.552.2725 724.396.4955
Zoning Hearing Board (Alt)			
Vacant			
Civil Service Commission		6-year term	
William E. Glasser	238 Eleanor Dr. Latrobe, PA 15650	1/31/2026	724.539.2879
Vacant			
Dr. Steven Selip, Chair	830 Chestnut St. Latrobe, PA 15650	11/30/2024	
Indl Development Authority		5-year term	

Diane Mogle	205 Clover Dr. Latrobe, PA 15650	1/31/2028	724.689.7471 <a href="mailto:DLM017@hotmail.com">DLM017@hotmail.com</a>
Charles Dominick	325 Spruce St. Latrobe, PA 15650	1/31/2024	724.539.7847
Francis Tandarich	1025 Boniface Dr. Latrobe, PA 15650	1/31/2025	610.291.6925 <a href="mailto:FranTGolf@msn.com">FranTGolf@msn.com</a>
Thomas E. Sylvester	304 Park St. Derry, PA 15627	1/31/2027	724.694.8419 724.454.3450 c <a href="mailto:tesgolfer@comcast.net">tesgolfer@comcast.net</a>
<b>Parks &amp; Recreation</b> 3-year term			
Bruce D. Jones	904 Fairmont St. Latrobe, PA 15650	1/31/2027	
Thomas B. Long, Jr.	720 Weldon St. Latrobe, PA 15650	1/31/2025	724.537.3974
Eric Bartels	355 W. First Ave. Latrobe, PA 15650	1/31/2024	724.433.5979 <a href="mailto:ebartels@cityoflatrobe.org">ebartels@cityoflatrobe.org</a>
<b>Latrobe Municipal Authority</b> 5-year term			
Carl Bollinger	325 Spruce St. Latrobe, PA 15650	1/31/2026	724.539.1117 724.433.5352 c <a href="mailto:crboll52@netzero.net">crboll52@netzero.net</a>
Ellen Keefe		1/31/2027	
Ann Amatucci	804 St. Clair St. Latrobe, PA 15650	1/31/2027	724.757.7500
Bruce D. Jones	904 Fairmont St. Latrobe, PA 15650	1/31/2025	
Neil Fenton	206 Armel Rd. Latrobe, PA 15650	1/31/2024	
Lee R. Demosky	40 N. Pennsylvania Ave 4th Fl., Suite 410 Greensburg, PA 15601	NA	724.836.4840
Charles Dominick	325 Spruce St. Latrobe, PA 15650	1/31/2028	724.539.7847
John Fournier, PhD	620 Main St. Latrobe, PA 15650	1/31/2024	
Terri Hauser	P. O. Box 88 Latrobe, PA 15650	NA	724.537.3378 <a href="mailto:terri@latrobema.com">terri@latrobema.com</a>

## 2024 Fee Schedule

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### Sanitation

2024 Trash Bag Sticker Cost	\$5.00 – sheet of 12 stickers (per unit cost .42)
Residential Sanitation Rate	
Bag Service	\$69 per quarter
Toter/Cart Service	\$85 per quarter

### Stormwater

2024 Stormwater Fee	\$90 per ERU
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### Parking

#### Monthly Passes

Parking Garage ONLY	\$45 per month
Lot Passes	\$40 per month (lots A,B,D,E,F,G,H,I,J,K)
Lot A	\$15 per month (used only in this lot – remote lot)
NCR	\$15 per month (National Church Registry)
Resident Passes	\$15 per month

**\*\*\*parking passes will no longer have a discount for City of Latrobe residents**

#### Permit Spaces

Parking Garage	\$55 per month
Street Permits	\$45 per month
Kinderschull-McKinley Ave.	\$15 per space (5 spaces)

#### Parking Ticket Rates

Overparked Meter	\$5
24 hours	\$10
72 hours	\$30

### Roll-Off Box Rates

10 Cubic Yard Box	\$370 flat fee (includes up to 3 tons of material for a 10-day rental. After 10 days, \$10 fee is added for each additional day and \$.06 for each additional pound)
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*Materials accepted – household waste only – no shingles or demolition materials*

15 Cubic Yard Box	\$400	5-day rental up to 5 tons
Overage Fee	\$65	
30 Cubic Yard Box	\$450	(includes 5 tons of material for first 5 days, then \$10 per day)
Overage Fee	\$65	Per ton fee for weight over 5 tons

*Materials accepted – municipal and construction demolition items*

**Miscellaneous**

Return Check Fee \$35

**Zoning**

Lien Letters \$25  
Event Permits \$25  
Solicitation Permits \$15/per person/per day  
Zoning Occupancy \$20

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Driveway \$25  
Curb Cut \$35  
Sidewalk \$35  
Fire Pit \$20  
Land Development \$100 + engineering costs  
Subdivision \$30 per parcel  
Mobile Home Removal \$20 + current tax owed  
Repairs \$20 for 1<sup>st</sup> \$1,000 - \$5 for additional \$1,000

Permits (signs, decks, fence, shed, garage)

Residential: Current

\$0 to \$5,000	\$35
\$5,001 to \$15,000	\$70
\$15,001 to \$35,000	\$120
\$35,001 & up	\$5.00 per \$1,000

Commercial: Current

\$0 to \$10,000	\$60
\$10,001 to \$35,000	120
\$35,001 & up	\$5 per \$1,000

Demolition

\$35 (200 sq. ft. or less)
\$15 (each additional 1,000 sq. ft.)

Blighted Property As determined by Code Enforcement Officer. Fee refunded upon completion of project (red & yellow flagged properties only)





# Cloudpermit Code Enforcement Product Description 2023

Cloudpermit   
Products |

## Description

Cloudpermit is an online community development software that provides local governments with Software-as-a-Service (SaaS) products available 24/7.

The Cloudpermit product portfolio includes the Building Permitting, Planning, Land Use Permitting, and Code Enforcement products.

This product description applies to the Code Enforcement product.

The information in this document is subject to change without notice aligning with future releases.

Releases supply information about new features and non-security updates.

## Cloudpermit Core Benefits

Cloudpermit supplies one complete end-to-end product for local governments to manage the entire building, licensing, and planning e-permitting and code enforcement case process. It allows all parties integral to the process, from applicants to authorities to key stakeholders. This ensures that all parties receive real-time information about applications, licenses, and cases.

Below are described the primary benefits Cloudpermit provides to its customer base:

- ⇒ Cloudpermit standardizes local government's building, licensing, planning, and code enforcement processes by supplying the best digital practices.
- ⇒ The 24/7 online service on any browser or operating system allows remote and mobile work on-site.
- ⇒ Monthly releases enable automatic updates to the product providing the latest updates and enhancements while not requiring users to download or install any software files.
- ⇒ A cloud-based SaaS product provides a quick and easy implementation with a municipality-based configuration, lessening the burden on municipal resources.
- ⇒ Through interactive maps, local governments can use high-quality location data and up-to-date property information. This up-to-date property information is derived directly from the local government's Geographic Information System (GIS).
- ⇒ Workspaces enable instant collaboration and communication within applications and code enforcement cases, simultaneously speeding up processes and improving the workflow for all involved parties.

## Cloudpermit Code Enforcement

The Cloudpermit Code Enforcement product supplies functionality to enforce violations of statutes or ordinances regulating public health, safety, public works, and building standards within the municipality.

Accessible through any browser or mobile device, municipal code enforcement authorities manage citizens' complaints, inspections, and code enforcement cases to ensure the violations are duly resolved.

## Cloudpermit Code Enforcement Features

The Cloudpermit Code Enforcement software provides **Complaint and Case Management** and **Public View** functions to provide an excellent user experience in the municipality's code enforcement workflow.



Cloudpermit Code Enforcement Features:

Complaint and Case Management

Public View

## Complaint and Case Management

The **Complaint and Case Management** functionality, i.e., the "complaints and new cases" workspace, provides comprehensive functionalities for processing code enforcement complaints and creating new cases.

By clicking the "Open Complaints" or "Create New Case" links on the user dashboard, the user will access the "complaints and new cases" workspace.

Access to the "complaints and new cases" workspace.



Using the workspace for complaints and new cases, code enforcement officers can manage all complaints. These complaints may have come from the public via "Public View" or from code enforcement authorities who received them via phone, email, social media, or municipal website and recorded them in Cloudpermit via complaints and new case workspace.

The Complaint and Case Management in Cloudpermit enables the following:

- ⇒ Cloudpermit's interactive maps enable one to search for code violation properties by address, PIN, PID, or spot properties on the map.
- ⇒ Users can filter complaints by selecting the category and status criteria from the drop-down menus. Cloudpermit displays the top-matching cases as case cards in the "Results" section and as pins on the map.
- ⇒ Users can select to display all past complaints (reviewed, closed, abandoned) in the map or list view.
- ⇒ Code enforcement officers triage the complaints. The invalid complaints will be abandoned. However, they remain in the system and can be reopened anytime.
- ⇒ Creating new cases will take all valid complaints to the code enforcement process.
- ⇒ Cloudpermit automatically creates pre-scheduled inspections the code enforcement officers can manage by modifying the suggested date and time and assigning them directly to an available inspector.



Creating a case for the valid complaint in the "complaints and new cases" workspace.

The screenshot shows a 'Create a case' form. At the top, there's a title 'Create a case' with a close button 'x'. Below it, there are two sections: 'Priority' and 'Category'. The 'Priority' section has three buttons: 'HIGH', 'NORMAL' (which is selected), and 'LOW'. The 'Category' section has a dropdown menu showing 'Building without permit'. Below these sections is a 'Case description' section with a text area containing 'The building has no valid permit.' and a 'Description of the location' section with a text area containing 'The second residence on the boulevard.' At the bottom, there are two buttons: 'CANCEL' and 'CREATE'.

Each municipality's category types for complaints and cases are configurable to match their local ordinances and codes.

Additionally, code enforcement officers can open a new case in the workspace for complaints and new cases without first filing a complaint if they discover a violation without receiving a formal complaint.

Creating a complaint for the specific property location in Cloudpermit.

The screenshot shows the 'New complaint' form in Cloudpermit. At the top, there's a header with 'Filter', 'CLEAR', and 'SAVE FILTER'. Below it, there's a 'Category' dropdown menu and a 'Status' dropdown menu. Below these, there's a 'Quick filters' section with buttons for 'TRASH ABANDONED', 'GARBAGE REVIEW', and 'TRASH ALL'. Below the quick filters, there's a map showing a property location. To the right of the map, there's a 'New complaint' form with a 'Select property for the complaint' section and a 'Select category' section. The 'Select category' section has buttons for 'BUILDING WITHOUT PERMIT', 'CONDEMNED PROPERTY', 'GARBAGE', 'LONG GRASS', 'TEST', 'TRASH', and 'VEHICLES'. Below the category selection, there's a 'Description' text area containing 'Lots of garbage on the property.' At the bottom, there are two buttons: 'CANCEL' and 'SUMMARY'.

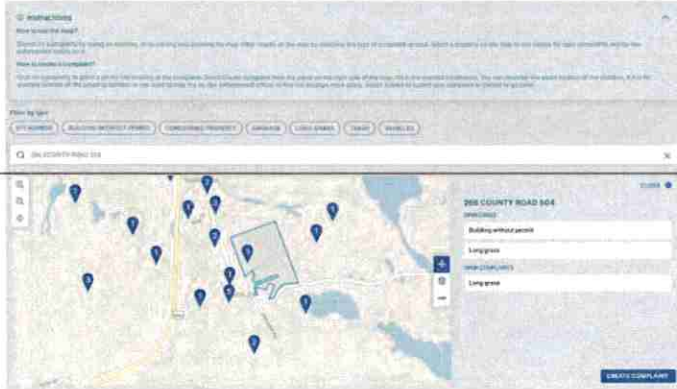
## Public View

A municipal code enforcement department can publish a "Public View" in Cloudpermit to display the existing complaints and code enforcement cases on a map. The "Public View" also enables citizens to submit new complaints.

The "Public View" functionality is configurable. Municipal administrative users can select which contact information, for example, name, phone, address, and email, is required by the complainant and provide options for different categories for the complaints.

Municipal administrators can also restrict the ability to show any existing complaints or code enforcement cases on the map.

The "Public View" is displayed at the top of the "complaints and new cases" workspace.



## Configuration Tools

Administrative users can adjust the service to the municipality's requirements using Cloudpermit's configuration tools.

Cloudpermit Code Enforcement configuration enables the following:

- ⇒ Adding and managing by-law enforcement categories and visibility of complaints
- ⇒ Managing the content for field inspections
- ⇒ Managing attachment types, party roles, and archiving configuration
- ⇒ Managing case numbering
- ⇒ Managing fees configuration
- ⇒ Working forms and templates configuration
- ⇒ Managing reporting configuration
- ⇒ Managing user groups and role-based permissions.

Additionally, municipalities can manage their system language selection.

## Configuration Description

The tables below describe the Cloudpermit Code Enforcement configuration.

Configuration:

Section	Component	Description
Code Enforcement categories	Category description, Archive setting, Complaints	It allows changing the category description, archiving a case workspace, and managing the visibility of complaints in the Public View and other departments.

Supported GIS integrations include the following:

- ESRI ArcGIS
- CGIS
- CartoVista
- MuniSight

## Online Payment

Cloudpermit integrates with most online payment providers through various online checkout systems or payment gateways to process fees and dues. Users can choose an online payment option for their bills when an online payment integration is configured for a municipality.

Payer information and bill contents are sent to the PCI-compliant payment provider and forwarded to the provider's checkout page.

The payment provider returns information about the success of the payment. Where necessary (and possible), the convenience fees are configured in the payment system.

Supported Online Payment integrations include the following:

- Allpaid
- Bambora
- CCP/NIC Online Payment
- ePay
- E-xact
- Government Window
- Merchante
- Moneris
- OpenEdge
- Paymentus
- PayNowlink
- Square
- Stripe
- Payeezy

## Authentication through Open ID Connect (OIDC)

When a user account is linked to an external system for authentication, Cloudpermit sends the authentication through an Open ID Connectivity (OIDC) API (Application Program Interface) to a third-party login page for the organization.

With this integration, the whole authentication happens in the third-party system, which returns a success of authentication to Cloudpermit. The integration does not include authorization; all groups and permissions are managed in Cloudpermit.

Supported OIDC authentication integrations include the following:

- Azure AD



## Order Form

### Cloudpermit

11911 Freedom Drive, Ste. 720  
Reston, Virginia 20190  
United States

**Order #:** Q-01874-5  
**Customer #:** CUST-0007167  
**Date:** 2023-12-13  
**Sales Person:** Josh Carpentier  
**Sales Person Email:** josh.carpentier@cloudpermit.com  
**Delivery Method:** E-Mail

### Ship To

Dan Weimer  
Latrobe  
901 Jefferson Street  
Latrobe, Pennsylvania 15650  
United States  
724-539-8548  
dweimer@cityoflatrobe.org

### Bill To

Latrobe  
901 Jefferson Street  
Latrobe, Pennsylvania 15650  
United States

### Subscription

Product		Year 1	Year 2	Year 3
Building	Annual Total	USD 5,000	USD 5,000	USD 5,000
Code Enforcement	Annual Total	USD 2,500	USD 2,500	USD 2,500
Licensing and Registration	Annual Total	USD 0	USD 0	USD 0
<b>Subscription Total:</b>		USD 7,500	USD 7,500	USD 7,500

Subscription start date will be the contract signature date unless otherwise stated in the Terms & Condition section.

### Service

Description	Fee
Implementation Fee - Building Software Solution	USD 750
Implementation Fee - Code Enforcement Software Solution	USD 750
Implementation Fee - Licensing and Registration Software Solution	USD 500
<b>Service Total:</b>	USD 2,000

**Customer Total First Year:** **USD 9,500**



## Terms and Conditions

Term: 3 years, billable annually.  
Invoicing: The first subscription invoice will be deferred through 2024-01-22 and then sent annually.  
First invoice (50%) for implementation fee is due upon implementation start (M1) and the second invoice (50%) for implementation fee to be sent after Go Live Milestone (M2) is approved.  
Payment Term: Net 30 days from Invoice Date  
Subscription Start Date: Date of contract signature  
Invoice Date: 2024-01-22

All stated prices are exclusive of any taxes.

Customer Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed Name of Person Signing: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Accounts Payable Email: \_\_\_\_\_

By signing here, the Customer agrees to this Order Form, the Software Service Agreement and any other appendices and documentation expressly referenced in this Order Form, the Software Service Agreement and/or any amendments (together the "Agreement").

The individual signing this Agreement represents and warrants that he or she has the right and authority to bind the Customer.

Cloudpermit

Signature: \_\_\_\_\_  
Printed Name of Person Signing: Jarkko Turtiainen  
Title: SVP North America  
Date: \_\_\_\_\_

## Cloudpermit Software

### Service Agreement

THIS AGREEMENT is made by and between the "**Customer**" as identified in the Order Form and Cloudpermit, Inc. a Delaware corporation with its office at 11911 Freedom Drive, Suite 720, Reston, VA, 20190 ("**Cloudpermit**").

#### **1. DEFINITIONS**

- 1.1 Unless the context otherwise requires, the following words and expressions have the following meanings:

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. Such control, for purposes of this definition, means direct or indirect ownership or control by agreement or otherwise of more than 50% of the voting interests of the subject entity.

**"Agreement"** means the Order Form, this Software Service Agreement and all appendices and other documents expressly referenced in the Order Form, this Software Service Agreement and/or any amendments.

**"Business Day"** means any day other than a Saturday, Sunday or federal holiday in the USA.

**"Cloudpermit Software"** means the Cloudpermit platform, software applications and any third-party software applications that Cloudpermit will provide access to for the Customer and End Users.

**"Confidential Information"** means any information made available by one Party to the other, in any form or medium, that is proprietary or confidential to a Party or its affiliates, or their respective customers, suppliers, or other business partners, including, without limitation, all documentation, products, tools, materials, inventions, discoveries, works of authorship, programs, derivative works, information, designs, know-how, trade secrets, configurations, technical information, data, ideas, methods, processes, schematics and business plans, whether or not specifically identified as confidential.

**"Customer Data"** means information, data and other content that is provided by the Customer to Cloudpermit, but does not include any content that is publicly available, currently or in the future.

**"Customer Systems"** means the Customer's information technology infrastructure including computers, software, databases, database management systems, other electronic systems and networks, whether operated directly by the Customer or through the use of third-party services that enable the Customer and/or End Users to access the Cloudpermit Software.

**"End User"** means any individual that Customer has designated or authorized to use the Cloudpermit Software. End Users may include, for example, residents, employees, consultants, contractors of Customer, and representatives of any other third parties with which Customer transacts business.

**"End User Data"** means the information, data and other content that is provided by an End User to Cloudpermit but does not include any content that is publicly available, currently or in the future.

**"Fees"** means the annual subscription fees, implementation fees and any other fees stated in the Order Form, any Appendix or otherwise agreed to in writing by the Parties.

**"Force Majeure Event"** means any event or occurrence which is outside the reasonable control of a Party and which is not attributable to any act or failure to take commercially reasonable preventative action by that Party, including war, act of foreign enemies, hostilities (regardless of whether war is declared), terrorist activities, strikes, lockouts, pandemics, interruption or failure of electricity, and Acts of God (including fire, flood, earthquake, hurricane, or other natural disaster), but not including insolvency or lack of funds.

**"General Communications Network"** means communication networks owned, and/or leased, and operated by internet service providers which allow individuals to access the internet and access the Cloudpermit Software via the internet.

**"Identifier"** means a user name and password that associates an End User with the End User's account or user ID in the Cloudpermit Software.

**"Implementation"** means the initial configuration and implementation of the Cloudpermit Software for the Customer.

**"Party"** and **"Parties"** mean Cloudpermit and its affiliates and/or the Customer.

## **2. CLOUDPERMIT'S RESPONSIBILITIES**

- 2.1 Cloudpermit will make the Cloudpermit Software available to the Customer pursuant to this Agreement and the additional terms and conditions for use of the Cloudpermit Software by End Users available at [www.cloudpermit.com](http://www.cloudpermit.com) as may be amended from time to time.
- 2.2 Cloudpermit will use all commercially reasonable efforts to keep the Cloudpermit Software available for use except for downtime or degradation for maintenance, installation, change, data security risk, requirements of law, regulation by government authorities, a Force Majeure Event, or any other circumstances beyond Cloudpermit's reasonable control.

## **3. CUSTOMER'S RESPONSIBILITIES**

- 3.1 The Customer and each End User is required to maintain an internet connection at its own cost to access the Cloudpermit Software.
- 3.2 The Cloudpermit Software may be used by the Customer and End Users only in accordance with this Agreement and the additional terms and conditions for use by End Users available at [www.cloudpermit.com](http://www.cloudpermit.com) as may be amended from time to time.

- 3.3 The Customer will at all times maintain and operate in good repair the Customer Systems and take all actions necessary to secure Customer Data, End User Data and access credentials, including Identifiers. Cloudpermit is not liable or responsible for any delay or performance failure caused by the Customer or Customer Systems.
- 3.4 If the Customer becomes aware of any actual or threatened harmful activity with respect to Customer Data, End User Data, Identifiers, unauthorized access to the Cloudpermit Software, unauthorized access to or acquisition of Customer Data or End User Data, or any other breach related to the Cloudpermit Software in any way, the Customer will immediately notify Cloudpermit and the Parties will each mitigate any negative effects of such harmful activity or breach.
- 3.5 The Customer will promptly, upon request by Cloudpermit, provide all necessary information and guidelines to Cloudpermit for providing the Cloudpermit Software to the Customer and its End Users. The Customer ensures that the Information and guidelines it provides are correct.
- 3.6 The Customer shall not, and shall not authorize any other person to, access or use the Cloudpermit Software except as expressly permitted by this Agreement and the Customer shall not: (a) copy, modify or create derivative works or improvements to the Cloudpermit Software; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Cloudpermit Software to any person, including on or in connection with any time-sharing, service bureau, software as a service, cloud or other technology or service; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the Cloudpermit Software; (d) access or use the Cloudpermit Software other than by an authorized End User through the use of his or her own then-valid access credentials; (e) input, upload, transmit or otherwise provide to or through the Cloudpermit Software any content, information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code or content; or (f) access or use the Cloudpermit Software for purposes of competitive analysis of the Cloudpermit Software, or for the development, provision or use of a competing software service or product.

#### **4. SERVICE FEES AND PAYMENT TERMS**

- 4.1 In consideration of Cloudpermit's performance of its obligations under this Agreement, the Customer will pay all Fees in the manner provided for in the Order Form.
- 4.2 All Fees and other amounts payable by Customer stated in the Order Form and in this Agreement are exclusive of applicable taxes.
- 4.3 All amounts payable to Cloudpermit will be paid by the Customer in full without any set-off, recoupment, counterclaim, deduction, debit or withholding for any reason.
- 4.4 Any sum not paid by the Customer when due will bear interest from the due date until paid at a rate of 1.5% per month, compounded monthly, or the maximum rate permitted by law.
- 4.5 Invoices will be sent to the Customer as provided in the Order Form.



**5. CHANGES**

- 5.1 Cloudpermit reserves the right to make any changes to the Cloudpermit Software that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of the Cloudpermit Software to its customers, the competitive strength of or market for the Cloudpermit Software, or the cost efficiency or performance of the Cloudpermit Software; or (b) to comply with applicable law.
- 5.2 Cloudpermit will make reasonable efforts to notify the Customer of any changes in advance. If such advance notice is not reasonably possible, then Cloudpermit will notify Customer after the change without delay.

**6. DATA, PRIVACY AND PROTECTION**

- 6.1 The Parties will each comply with all applicable privacy and data protection laws in force during this Agreement.
- 6.2 Cloudpermit warrants that it will employ security measures in accordance with Cloudpermit's privacy policy available at [www.cloudpermit.com](http://www.cloudpermit.com) as may be amended from time to time. Neither Party is responsible for the data security of the General Communications Network or any disturbance in the General Communications Network.
- 6.3 Customer has and will retain sole responsibility for: (a) all Customer Data and End User Data, including its content and use; (b) all information, instruction and materials provided by or on behalf of the Customer or any End User in connection with the Cloudpermit Software; (c) the Customer Systems; (d) the security and use of Customer's and End Users' access credentials, including Identifiers; and (e) all access to and use of the Cloudpermit Software directly or indirectly by or through the Customer Systems or any End Users' systems.
- 6.4 Customer will employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of Identifiers or other credentials to access the Cloudpermit Software; and (b) control the content and use of Customer Data and End User Data, including uploading or other use or processing of Customer Data and End User Data, whether or not related to the Cloudpermit Software.
- 6.5 Cloudpermit warrants that it will not cause or permit any Customer Data to be collected, reproduced, stored or otherwise processed in any manner or for any purpose other than performance of Cloudpermit's obligations stated in this Agreement.
- 6.6 As between Customer and Cloudpermit, Customer is and shall remain the sole and exclusive owner of all right, title, and interest in and to Customer Data. Customer hereby grants to Cloudpermit a license to use and process Customer Data as necessary for performance of the Cloudpermit's obligations stated in this Agreement and the Customer's and End User's use of the Cloudpermit Software.
- 6.7 The Cloudpermit Software may provide external links to other sites on the internet, as a convenience for the Customer and End Users. Cloudpermit is not responsible for such linked destinations and such links do not imply Cloudpermit's association, affiliation, sponsorship or endorsement of the content, operation or security of any such linked destination.

- 6.8 Cloudpermit will provide a mechanism for the Customer to download and export Customer Data and End User Data during the Term of the Agreement to the fullest extent commercially reasonable in light of the circumstances that required such data recovery and restoration.
- 6.9 Upon termination of the Order Form for any reason, whether or not Customer has retrieved Customer Data, Cloudpermit reserves the right to permanently and definitively delete the Customer Data held in the Services thirty (30) days following termination of the Order Form.

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## **7. IDENTIFIERS AND THEIR USE**

- 7.1 Cloudpermit will deliver to the Customer identifiers necessary for access to and use of the Cloudpermit Software in accordance with this Agreement and any additional terms and conditions for use by End Users.
- 7.2 The Customer will be responsible for the use of the Cloudpermit Software by its employees, agents and End Users, including use of Identifiers. The Customer will notify Cloudpermit without delay if an Identifier has been disclosed to a third party or if the Customer suspects that an Identifier has been disclosed or otherwise misused.
- 7.3 Upon request by Cloudpermit, the Customer will change any Identifier for access to the Cloudpermit Software.
- 7.4 Cloudpermit may change any Customer Identifier and will provide prompt notice to Customer of such change.

## **8. DATA LOCATION**

- 8.1 The servers used by Cloudpermit to provide the Cloudpermit Software and all data regarding the Cloudpermit Software will be hosted in the USA.

## **9. WARRANTIES**

- 9.1 Each Party represents and warrants to the other Party that it has all required powers and capacity to enter into this Agreement, to grant the rights and license granted under this Agreement, and to perform its obligations under this Agreement.
- 9.2 The Customer represents, warrants and covenants to Cloudpermit that the Customer owns or otherwise has, and will have, the necessary rights and consents in and relating to the Customer Data and End User Data so that, as received by Cloudpermit and processed in accordance with this Agreement, neither Party and will infringe, misappropriate or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable law.
- 9.3 EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT, ALL SOFTWARE, SERVICES AND MATERIALS PROVIDED BY ONE PARTY TO THE OTHER HEREUNDER ARE PROVIDED "AS IS". CLOUDPERMIT HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER THIS AGREEMENT, AND CLOUDPERMIT SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

**10. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**

- 10.1 The Customer acknowledges that, as between the Customer and Cloudpermit, Cloudpermit owns all right, title, and interest, including all intellectual property rights, in and to the Cloudpermit Software. The Customer and End Users are granted only a limited right to use the Cloudpermit Software during the term of this Agreement in accordance with this Agreement and the additional terms and conditions for use by End Users.
- 10.2 If the Customer or any of its employees or contractors sends or transmits any communications or materials to Cloudpermit by mail, email, telephone, or otherwise, suggesting or recommending changes to the Cloudpermit Software, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like, Cloudpermit is free to use and incorporate such feedback irrespective of any other obligation or limitation between the Parties governing such feedback for any purpose whatsoever and without any requirement to pay any compensation to the Customer or to any other person or entity.
- 10.3 If any part of the Cloudpermit Software is, or in Cloudpermit's reasonable opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third party intellectual property right, or if the Customer's or any End User's use of the Services is enjoined or threatened to be enjoined, Cloudpermit may, at its option and sole cost and expense: (a) obtain the right for the Customer to continue to use the Cloudpermit Software materially as contemplated by this Agreement; (b) modify or replace the Cloudpermit Software, in whole or in part, to seek to make the Cloudpermit Software (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute the Cloudpermit Software as provided under this Agreement; or (c) by written notice provided sixty (60) calendar days in advance to the Customer to terminate this Agreement with respect to all or part of the Cloudpermit Software (providing a pro-rated refund for any prepaid access to the Cloudpermit Software) and require the Customer to immediately cease any use of the Cloudpermit Software or any specified part or feature thereof.

**11. INDEMNITY**

- 11.1 Each party will indemnify, defend and hold harmless the other Party and its officers, directors, employees, agents, successors, subcontractors, attorneys, affiliates and assigns from and against any and all losses, damages, liabilities, claims, penalties, fines, costs or expenses of whatever kind, including legal fees, disbursements and charges, and the cost of enforcing any right to indemnification and the cost of pursuing any insurance providers incurred by a Party to the extent arising out of or relating to: (a) any claim by a third party that a Party's acts or omissions with respect to the Cloudpermit Software infringes a third party's intellectual property right, provided that the foregoing obligation does not apply to any claim arising out of or relating to any access to or use of the Cloudpermit Software in a manner contrary to this Agreement or the additional terms and conditions for use by End Users available at [www.cloudpermit.com](http://www.cloudpermit.com) as may be amended from time to time, or contrary to any instructions provided by Cloudpermit regarding use of the Cloudpermit Software or use of the Cloudpermit Software in combination with any hardware, system, software, network or other materials or service not provided or authorized by Cloudpermit; (b) the indemnifying Party's breach of this Agreement; or (c) the indemnifying Party's negligence or willful misconduct in connection with this Agreement.

**12. LIMITATION OF LIABILITY**

- 12.1 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY IN CONTRACT, TORT OR OTHERWISE, WHATEVER THE CAUSE THEREOF, FOR ANY LOSS OF PROFIT, BUSINESS, REVENUE OR GOODWILL, DAMAGES CAUSED BY DELAYS, OR A FAILURE TO REALIZE EXPECTED SAVINGS, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, AGGRAVATED OR PUNITIVE COST, DAMAGES OR EXPENSE OF ANY KIND, HOWSOEVER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE CLOUDPERMIT SOFTWARE, WHETHER OR NOT SUCH DAMAGES, COSTS, LOSSES OR EXPENSES COULD REASONABLY BE FORESEEN OR WHETHER OR NOT THEIR LIKELIHOOD HAS BEEN DISCLOSED.
- 12.2 NEITHER PARTY SHALL BE LIABLE FOR THE DESTRUCTION, LOSS OR ALTERATION OF THE OTHER PARTY'S DATA OR DATA FILES, NOR FOR ANY DAMAGES AND EXPENSES INCURRED AS A RESULT, INCLUDING EXPENSES INVOLVED IN THE RECONSTRUCTION OF DATA FILES.
- 12.3 IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID OR PAYABLE TO CLOUDPERMIT PURSUANT TO THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. MAXIMUM LIABILITY SHALL BE SIX (6) MONTHS OF THE ANNUAL SUBSCRIPTION FEE.
- 12.4 NOTWITHSTANDING THIS SECTION 12, NOTHING IN THIS AGREEMENT SHALL LIMIT EITHER PARTY'S LIABILITY FOR DELIBERATE BREACH, DELIBERATE DEFAULT, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

**13. CONFIDENTIALITY**

- 13.1 In connection with this Agreement each Party (as the "Disclosing Party") may disclose or make available Confidential Information to the other Party (as the "Receiving Party"). "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including, information consisting of, or relating to, the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers and pricing and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated or otherwise identified as "confidential".
- 13.2 Confidential Information shall not include any data or information: (i) that, at the time of disclosure, is in or, after disclosure, becomes part of the public domain, through no act or failure on the part of the Receiving Party; (ii) that, prior to disclosure by the Disclosing Party, was already in the possession of the Receiving Party, as evidenced by written records kept by the Receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the Receiving Party; (iii) that was independently developed by the Receiving Party, by persons having no direct or indirect access to the Disclosing Party's Confidential Information provided that the Receiving Party provides clear and convincing evidence of such independent development; or (iv) which, subsequent to disclosure, is obtained from a third person: (A) who is lawfully in possession of the such information; (B) who is not in violation of any contractual, legal, or fiduciary obligation to either Party, as applicable, with respect

to such information; and (C) who does not prohibit either Party from disclosing such information to others; (v) is further disclosed with the prior written consent of the Disclosing Party, but only to the extent of such consent; or (vi) is a disclosure required by state or federal open records laws or a disclosure ordered by a court or similar adjudicator or authority.

- 13.3 Each Party will, and will cause its employees, agents and contractors to hold Confidential Information of the other Party in confidence, and will use the same degree of care by instruction, agreement or otherwise, to maintain the confidentiality of the other Party's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, and with at least a reasonable degree of care commensurate with the nature and importance of such Confidential Information. Each Party agrees not to make use of Confidential Information other than for the exercise of rights or the performance of obligations under this Agreement, and not to release, disclose, communicate or make it available to any third person other than employees, agents and contractors of any Party or third party who reasonably need to know it in connection with the exercise of rights or the performance of obligations under this Agreement.
- 13.4 In the event that a Party receives a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental authority, such Party will: (i) immediately notify the other Party of the existence, terms and circumstances surrounding such a request; (ii) consult with the other Party on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Confidential Information is required, exercise reasonable efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the disclosed Confidential Information which the other Party so designates.
- 13.5 Each Party acknowledges and agrees that any unauthorized use or disclosure by it of any of the other Party's Confidential Information, in whole or part, will cause irreparable damage to the Disclosing Party, that monetary damages would be an inadequate remedy and that the amount of such damages would be extremely difficult to measure. The Receiving Party agrees that the Disclosing Party shall be entitled to seek temporary and permanent injunctive relief to restrain the Receiving Party from any unauthorized disclosure or use. Nothing in this Agreement shall be construed as preventing the Disclosing Party from pursuing any and all remedies available to it for a breach or threatened breach of this Agreement, including the recovery of monetary damages from the Receiving Party.
- 13.6 Cloudpermit is entitled to identify the Customer as a user or former user of the Cloudpermit Software without violating any confidentiality obligation.

#### **14. TERM AND TERMINATION**

- 14.1 This Agreement commences on the date of its execution by the Customer and will continue in effect for the term stated in the Order Form unless terminated earlier under any of this Agreement's express provisions.
- 14.2 Either Party may terminate this Agreement by giving written notice to the other Party upon the occurrence of any of the following: (a) the other Party defaults with respect to a material obligation under this Agreement and does not remedy that default within

ten (10) Business Days after receiving written notice of the default; or (b) the other Party: (i) makes a general assignment for the benefit of its creditors; (ii) has issued against it a bankruptcy order or otherwise becomes subject to any involuntary proceeding under any domestic or foreign bankruptcy law; or (iii) commences or institutes any application, proceeding or other action under any law relating to bankruptcy, insolvency, winding-up, reorganization, administration, plan of arrangement, relief or protection of debtors, compromise of debts or similar laws. Termination related to such assignment or bankruptcy will not result in any penalties or liability to either Party.

- 14.3 Upon the expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement: (a) all rights, grants of rights, licenses, consents and authorizations by either Party to the other will immediately terminate; (b) notwithstanding anything to the contrary in this Agreement, with respect to Confidential Information then in its possession or control: (i) the Receiving Party may retain the Disclosing Party's Confidential Information in its then current state and solely to the extent and for so long as required by applicable law, (ii) Cloudpermit may retain Customer Data in its backups, archives and disaster recovery systems until such Customer Data is deleted in the ordinary course of its business, (iii) all information described in this Agreement will remain subject to all confidentiality, security and other applicable requirements of this Agreement; and (c) Cloudpermit may disable all Customer and End User access to the Cloudpermit Software.
- 14.4 Termination or expiration of this Agreement will be without prejudice to any rights, remedies or obligations of the Parties accrued under this Agreement prior to termination or expiration.

## **15. FORCE MAJEURE**

- 15.1 Neither Party will be liable for failure to fulfill, or for delay in fulfilling, its obligations required hereunder due to a Force Majeure Event.
- 15.2 The Party whose performance under this Agreement is prevented or delayed by a Force Majeure Event will advise the other Party by notice in writing of the occurrence of the Force Majeure Event as soon as possible and shall do all things reasonably possible to mitigate any loss being caused to the other Party by reason of the Force Majeure Event, and will notify the other Party of the termination of the Force Majeure Event.

## **16. NOTICES**

- 16.1 Every notice or other communication between the Parties will be deemed to have been given and made if in writing and if served by personal delivery upon the Party for whom it is intended, when sent by registered or certified mail, return receipt requested, or by a national courier service, or if sent by email (receipt of which is confirmed) to the Customer's and Cloudpermit's contact persons as stated in the Order form.
- 16.2 Any such notification will be deemed to have been delivered: (a) upon receipt, if delivered personally; (b) on the next Business Day, if sent by national courier service for next business day delivery or if sent by email and (c) in five Business Days if sent by mail when the actual time of receipt is not otherwise shown by the postal system. Any correctly addressed notice or last known address of the other Party that is reasonably relied upon that is refused, unclaimed, or undeliverable because of an act

or omission of the Party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities by mail, through messenger or commercial express delivery services.

## **17. ASSIGNMENT**

- 17.1 Neither Party may assign or transfer this Agreement or any right under this Agreement without the prior written consent of the other Party, except to an Affiliate or successor in interest by merger, acquisition or reorganization.

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## **18. AMENDMENTS AND WAIVERS**

- 18.1 No amendment to this Agreement will be valid or binding unless it is made in writing and executed by all Parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the Party purporting to give any waiver and, unless otherwise provided, any waiver will be limited to the specific breach waived.

## **19. SEVERABILITY**

- 19.1 If a provision of this Agreement is or becomes invalid, ineffective or unenforceable, the validity, effectiveness or enforceability of the remaining provisions will remain unaffected. The Parties will negotiate in good faith to replace the invalid, ineffective or unenforceable provision immediately with a valid, effective or enforceable provision which comes as close as possible to the spirit and purpose of the provision to be replaced.

## **20. APPLICABLE LAW AND DISPUTES**

- 20.1 This Agreement is governed by the laws of the state in which the Customer is located excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction. Each Party submits to the jurisdiction of the applicable court(s) in such location with respect to any matter arising under this Agreement.

## **21. CONTINUING TO PERFORM**

- 21.1 Except in the event of termination of this Agreement pursuant to its terms, during a dispute or notice or cure period, Cloudpermit will continue to fulfill all its obligations under this Agreement, and Customer will continue to make all payments required by the Agreement.

## **22. ENTIRE AGREEMENT**

- 22.1 This Agreement is the complete agreement between the Parties concerning the subject matter of this Agreement and replaces any prior oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties expressed or implied, that are not specified in this Agreement including, without limitation, the Order Form. In the event and to the extent of an inconsistency or conflict between any of the terms of this Agreement, including its appendices, and any other documents incorporated herein by reference,