

ORDINANCE NO. 2024- 34 FIRST READING April 8, 2024
INTRODUCED BY: CHRIS BERGER SECOND READING WAIVED
THIRD READING WAIVED

AN ORDINANCE APPROVING THE COST-SHARE AGREEMENT WITH CHAGRIN RIVER WATERSHED PARTNERS REGARDING THE HYFI WATER LEVEL SENSOR NETWORK FOR THE PERIOD OF JANUARY 1, 2024 THROUGH DECEMBER 31, 2024, AUTHORIZING THE MAYOR TO EXECUTE THE COST-SHARE AGREEMENT ON BEHALF OF THE VILLAGE, AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the Village of South Russell has reviewed the proposed cost-share agreement (the “Agreement”) with Chagrin River Watershed Partners, Inc. (“CRWP”) for administrative services in the implementation of the Hyfi Water Level Sensor Network (the “Network”) in the Village for the purposes of providing data for stormwater monitoring, watershed planning and flood response in the Chagrin River Watershed for the period of January 1, 2024 through December 31, 2024; and

WHEREAS, the Council of the Village of South Russell agrees with the terms of the Agreement.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Village of South Russell, Geauga County, Ohio that:

Section 1. The Council of the Village of South Russell hereby accepts the Agreement, a copy of which is attached hereto as **Exhibit A**.

Section 2. The Council of the Village of South Russell hereby authorizes the Mayor to enter into the Agreement on behalf of the Village of South Russell for CRWP to provide administrative services in the implementation of the Network in the Village.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

Section 4. This Ordinance is hereby declared to be an emergency measure for the immediate preservation of the public peace, health, and safety of the Village of South Russell and to immediately provide for implementation of the Network. Wherefore, provided it receives two-thirds (2/3) of the votes of all members elected to Council, this Ordinance shall be in full and effect from and immediately upon its passage by this

Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

William J. Koski
Mayor- President of Council

ATTEST:

Danielle Romanowski
Fiscal Officer

I certify that Ordinance No. 202434 was duly enacted on the 8TH day of APRIL, 2024 by the Council of the Village of South Russell and published in accordance with the Ordinances of the Village.

Danielle Romanowski
Fiscal Officer



December 19, 2023

**Cost-Share Agreement
Hyfi Water Level Sensor Network**

<p>Village of South Russell Contact, Address, Telephone, and Email:</p> <p>Mayor William Koons, 5205 Chillicothe Road South Russell, OH 44022; (440) 338-6700 ext. 224; mayor@southernrussell.com</p>
<p>CRWP Project Contact, Address, Telephone, and Email:</p> <p>Laura Bonnell, PO Box 229 Willoughby, Ohio 44096-0229, (440) 975-3870 ext. 1002, lbonnell@crwp.org</p>
<p>Agreement Period:</p> <p>January 1, 2024 – December 31, 2024</p>

SECTION A: PURPOSE AND BACKGROUND

The purpose of this agreement is to formalize the relationship between the Chagrin River Watershed Partners, Inc. (hereafter referred to as “CRWP”) on behalf of Hyfi LLC (hereafter referred to as “Hyfi”), a for-profit organization, and the Village of South Russell (hereafter referred to as the Village) regarding the Hyfi Water Level Sensor Cost-Share Network in the Northeast Ohio region (hereafter referred to as the “Network”).

The parties to this agreement hereby recognize the following background to this agreement:

1. CRWP is a non-profit corporation that preserves and enhances the scenic and environmental quality of the ecosystem of the Chagrin River, Lake Erie and other Ohio watersheds. CRWP assists members and partner watershed organizations with addressing current, and minimizing new, flooding, erosion, and water quality problems through better planning, zoning, and land use controls and practices.
2. Hyfi is a for-profit organization that makes leading-edge technology for stormwater monitoring, watershed planning, and flood response. Hyfi installed over thirty (30) water level sensors throughout the Chagrin River Watershed in 2021 during a grant-funded pilot-year program.
3. The Village of South Russell is a Member of CRWP in good standing.
4. CRWP has entered into a consulting agreement with Hyfi for providing administrative and consulting services to facilitate the Network within the region. This agreement is incorporated into this agreement and attached hereto as Exhibit A.
5. The Network will include access to data from several sensors within and surrounding the Chagrin River Watershed, including one (1) in the Village. The total number of sensors within the network is subject to change based on community participation.
6. The data generated from the sensors within the Network will also be shared with regional partners, including but not limited to, Lake Stormwater Management Department, the Northeast Ohio Regional Sewer District, and County emergency management agencies, as requested.



December 19, 2023

7. The 2024 invoice submitted to the Village by CRWP on behalf of Hyfi is incorporated into this agreement and attached hereto as Exhibit B.
8. The Hyfi Quick Sensor Swap Guide is incorporated into this agreement and attached hereto as Exhibit C.

SECTION B: VILLAGE OF SOUTH RUSSELL COMMITMENTS

Under this agreement, the Village agrees to the following:

1. Utilize CRWP for local coordination and management of a cost-share network in the region on behalf of Hyfi.
2. Include CRWP in meetings and presentations related to the Network and provide CRWP with any supporting material necessary to fulfill the above commitments.
3. Review CRWP documents associated with the Network and ensure they meet the requirements of the Village.
4. Provide on-the-ground maintenance for the sensors located within the Village, including swapping out sensors as detailed in the Hyfi Quick Sensor Swap Guide (Exhibit C).

SECTION C: CRWP COMMITMENTS

Under this agreement, CRWP agrees to the following:

1. Provide local coordination and management of a cost-share network in the region on behalf of Hyfi.
2. Facilitate cost-share agreements and payments on behalf of Hyfi.
3. Continue to promote Hyfi's network and services to grow participation in the cost-share network, thereby increasing access to additional data within the watershed/region.
4. Facilitate feedback between the Village and Hyfi to improve the Network and data delivery tools.
5. Perform its obligations under this agreement on a timely basis and as necessary to enable the Village to fully engage with the Network.



December 19, 2023

SECTION D: NETWORK REQUIREMENTS

1. Each party to this agreement and its employees shall be solely responsible to defend itself against any claim, demand, or cause of action arising out of the negligent act, error, or omission of that party, servants, or employees in the performance of services under this agreement.
2. Each party must comply with all laws and be responsible for all effects or actions resulting from its performance under this agreement.
3. In no event shall CRWP be liable for any special, consequential, incidental or indirect damages whatsoever (including, without limitation, damages for loss of profits, services interruption, loss of sensor information, or any other pecuniary loss) arising out of the use of or inability to use Hyfi sensors, even if CRWP is aware of the possibility of such damages and known defects. In installing or using Hyfi sensors, you have agreed to defend and hold CRWP harmless from and against any claims or liabilities arising from your use of Hyfi sensors. This limitation applies to Hyfi sensors, services provided in connection with Hyfi sensors, claims for breach of agreement, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

SECTION E: PAYMENTS

1. The Village hereby agrees to pay CRWP on behalf of Hyfi the lumpsum of the total cost-share price as indicated in the 2024 invoice (Exhibit B) upon execution of this agreement and as an annual fee upon agreement renewal.
2. CRWP will file an invoice for the total sum of the cost-share to the Village and the Village will release payment within 30 days of receipt.

SECTION F: GENERAL TERMS AND CONDITIONS

1. This agreement may be renewed yearly in accordance with such terms and provisions as are agreed by the Village and CRWP on behalf of Hyfi. The Village will be contacted by CRWP at least sixty (60) days prior to the expiration of this agreement to request agreement renewal. A new agreement will be signed annually.
2. The Village and CRWP, on behalf of Hyfi, may modify this agreement by mutual written agreement.
3. If the Village and/or CRWP, on behalf of Hyfi, fail to perform its obligations under this agreement and do not cure such non-performance within thirty (30) days after receipt of written notice of such non-performance, the party that asserted the non-performance may terminate this agreement or determine that such failure does not warrant termination.



December 19, 2023

4. CRWP, on behalf of Hyfi, or the Village, may terminate this agreement, in whole or in part, without liability, if either party determines that continued operation of this agreement will result in the violation of a Federal statute or regulation, or that termination would be in the public interest.
5. This agreement shall be carried out in accordance with all applicable Local, State, and Federal statutes and regulations.
6. Any and all disputes arising under this agreement shall be brought in a court of competent jurisdiction in Lake County, Ohio.

SECTION G: AGREEMENT EFFECTIVE DATE

This agreement is effective when signed by the Village and CRWP. Except as otherwise provided for herein, this agreement may not be terminated or modified unless by mutual written agreement between the parties. In the event that a statute is enacted during the period of this agreement that would materially change the terms and conditions of this agreement, CRWP may require the Village to elect between modifying this agreement consistent with the provisions of such statute or agreement termination.

The following organizations acknowledge receipt of this agreement from CRWP and agree to its terms and conditions.

_____ Date _____
William A. Tomko, Board President
Chagrin River Watershed Partners, Inc.

William L. Koons Date 4-8-24
Mayor William Koons
Village of South Russell



December 19, 2023

EXHIBIT A

AGREEMENT

Between

CHAGRIN RIVER WATERSHED PARTNERS

And

HYFI

[attached]

**Agreement
Between
Chagrin River Watershed Partners, Inc.
and
Hyfi LLC
for
Hyfi Cost-Share Network Facilitation Services**

THIS AGREEMENT is entered into on January 1, 2024 between Hyfi LLC and Chagrin River Watershed Partners, Inc. (collectively, the "Parties" and each as "Party").

WHEREAS, the Chagrin River Watershed Partners is a 501(c)3 nonprofit organization (hereinafter referred to as "CRWP").

WHEREAS, Hyfi LLC is a for-profit organization (hereinafter referred to as "Hyfi").

WHEREAS, Hyfi operates a network of water level sensors within the region that are used for stormwater monitoring, watershed planning, and flood response.

WHEREAS, the Parties desire to contract for the purposes of facilitating a network of Hyfi water level sensors within the Chagrin River watershed and Northeast Ohio (hereinafter referred to as the "Network") through separate contracts with participating members (hereinafter referred to as the "Member") and CRWP on behalf of Hyfi, the template of which is attached as Exhibit A.

NOW, THEREFORE, contingent on the foregoing recitals which are fully incorporated herein, the Parties mutually agree as follows:

1. AGREEMENT TERM, FINAL COMPLETION AND TIMELINE.

This Agreement is effective for the period beginning January 1, 2024 and terminating on the 31st day of December 2024.

2. COST OF SERVICES.

- A. Hyfi's fee per sensor for participating members is \$1,495.00 plus an additional \$230.00 for CRWP's services. CRWP will retain \$230 per sensor installed and/or sustained within the Network for the first 4 (four) sensors per participating Member for services rendered pursuant to the terms of this Agreement. Final amounts will be based on signed quotes and agreements for each participating Member within the Network. No other expenses shall be billed to Hyfi, unless previously approved in writing by Hyfi.
- B. After deducting CRWP's fees as described above, CRWP will pay Hyfi the balance of each of the signed quotes and agreements for each participating Member within the Network.

No other expenses shall be billed to CRWP, unless previously approved in writing by CRWP.

3. PAYMENT TERMS

On behalf of Hyfi, CRWP will invoice the participating Members within the Network for costs based on quotes developed by Hyfi. For each Member contract, CRWP will pay Hyfi for services rendered either (1) annually within 45 days of execution of individual participant contracts or (2) quarterly within 45 days after the end of each calendar year quarter.

4. CRWP PROJECT SCOPE OF WORK AND PROJECT DELIVERABLES (collectively, the "Work").

- A. CRWP will facilitate all coordination and communication with each participating Member within the Network solidify membership logistics, including:
 - a. Manage all communications with participating member in order to finalize quotes, execute individual agreements, and facilitate payments from each Member.
 - b. Manage accounting and transfer of funds for each of the Member's fees to ensure correct disbursements are made to Hyfi in a timely manner.
 - c. Act as a liaison between Hyfi and each participating Member when necessary.
- B. CRWP will continue to promote Hyfi's services and the Network within the region to grow participation.
- C. CRWP will request and obtain feedback from the participating Members and others throughout the region and share this feedback with Hyfi in order to improve the network and data delivery tools.

5. HYFI PROJECT SCOPE OF WORK AND PROJECT DELIVERABLES (collectively, the "Work").

- A. Hyfi will provide water level information services to each Member within the Network, including:
 - a. Real-time water level monitoring & reporting;
 - i. For data-only level sensors, costs will be prorated in the event that Hyfi fails to initiate restoring a site within 15 days.
 - b. Customized alerts;
 - c. Custom storm summaries via email;
 - d. Web dashboards for each site;
 - e. Historical rainfall records at each site;
 - f. Leased sensor with sensor mount (additional mount hardware not included);
 - g. Data cleaning and quality control;

- h. Sensor swaps and technical upgrades with free shipping, subject to recoverability and repairability of the sensor to be replaced;
 - i. If there is an incident such as accidental damage or loss of coverage, a new device will be mailed out. Up to two incidents are covered every 12 months.
 - ii. In the event where a monitor is unrecoverable, such as theft, one incident will be covered.
 - iii. Members or CRWP assume responsibility to restore a site once delivery of the device has been confirmed and will ship the old sensor back using the provided shipping label.
- i. Cellular data plans, data hosting, and downloads;
- j. Ability to embed data on Members' websites to share with the public;
- k. Full API access to CRWP to water level data, rainfall data, and metadata related to the Network to be used in non-commercial applications

6. APPLICABLE LOCAL, STATE AND FEDERAL REQUIREMENTS.

- A. CRWP and Hyfi shall comply with all applicable federal state, and local laws and regulations (rules, ordinances), assurances, and orders, whether or not specifically referenced herein; and
- B. Hyfi shall ensure that all licenses, permits, and approvals for the use and operation of the Network then required by any governmental authority have been obtained;

7. TERMINATION.

Hyfi or CRWP may terminate this Agreement with or without cause upon thirty (30) days written notice. In the event of the termination without cause, CRWP agrees to pay Hyfi for Work executed and costs incurred up to the date of termination. In the event that there is a material breach of the contract and it is not cured within twenty-one (21) days after the non-breaching Party has provided notice, in addition to any other legal rights the non-breaching Party may have under law or in equity, the non-breaching Party shall also have the right to terminate its obligations under this Agreement and shall be entitled to immediately recover and/or cease providing the payments and consideration provided to the materially breaching Party under this Agreement and to obtain damages as provided by law. Either Party may terminate this Agreement for a material breach, provided however, that the terminating Party has given the other Party at least twenty-one (21) days written notice of the opportunity to cure the breach. Termination for breach will not alter or affect the terminating Party's right to exercise any other remedy for a breach.

8. OWNERSHIP; RIGHTS; PROPRIETARY INFORMATION; PUBLICITY

- A. Hyfi shall own all right, title and interest (including patent rights, copyright rights, trade secret rights, mask work rights, trademark rights, *sui generis* database rights and all other rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by CRWP in connection with the Services or any Proprietary Information (as defined below) (collectively, "Inventions") and CRWP will promptly disclose and provide all Inventions to Hyfi. CRWP hereby makes and agrees to make all assignments necessary to accomplish the foregoing ownership. CRWP shall further assist Hyfi, at Hyfi's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned. CRWP hereby irrevocably designates and appoints Hyfi and its agents as attorneys-in-fact to act for and on CRWP's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by CRWP. CRWP shall have a non-exclusive, non-transferable, non-sublicensable right to access, use and distribute certain historical and real-time water level data produced by the Hyfi as necessary for CRWP to perform its Services, provided that CRWP unambiguously attributes and credits the Hyfi as the source of the licensed data.
- B. CRWP agrees that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) that CRWP or anyone acting on CRWP's behalf develops, learns or obtains in connection with the Services or that are received by or for Hyfi in confidence, constitute "Proprietary Information." CRWP will hold in confidence and not disclose or, except in performing the Services, use any Proprietary Information. However, CRWP shall not be obligated under this paragraph with respect to information CRWP can document is or becomes readily publicly available without restriction through no fault of CRWP. Furthermore, CRWP understands that this Agreement does not affect CRWP's immunity under 18 USC Sections 1833(b) (1) or (2), which read as follows:
- 1) An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
 - 2) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the

individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order. Upon termination and as otherwise requested by Hyfi, CRWP will promptly return to Hyfi all items and copies containing or embodying Proprietary Information, except that CRWP may keep its personal copies of its compensation records and this Agreement. As additional protection for Inventions and Proprietary Information, and to confirm CRWP's performance in accordance with this Agreement, upon Hyfi's request, Hyfi may audit CRWP's telecommunications, networking or information processing systems (including, without limitation, stored computer files, e-mail messages and voice messages) pertaining to work performed under this agreement.

- C. As additional protection for Proprietary Information, each party agrees that during the period over which CRWP is (or is supposed to be) providing the Services and for one year thereafter, neither party will encourage or solicit any employee, consultant or personnel of the other party to leave such party's employment or terminate such party's engagement with the party for any reason without the prior consent of the other party; provided, however, that the foregoing provision will not prevent either party from (i) conducting broad recruitment efforts not specifically directed at the other party or its employees, consultants or personnel, or (ii) employing any person who contacts either party on his or her own initiative without any direct or indirect solicitation by or encouragement from the other party (or who contacts either party in response solely to the recruitment efforts specified in clause (i)). CRWP may be engaged or employed in any other business, trade, profession, or other activity which does not place CRWP in a conflict of interest with Hyfi.
- D. To the extent allowed by law, Section 7(A) and any license to Hyfi hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like. Furthermore, CRWP agrees that in exchange for the sufficient compensation set forth herein, Hyfi may and is hereby authorized to use CRWP's name in connection with promotion of Hyfi's business, products and services and to allow others to do so, notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world. Hyfi must provide CRWP a reasonable opportunity to review promotion of Hyfi's business that uses CRWP's name. To the extent any of the foregoing is ineffective under applicable law, CRWP hereby provides any and all ratifications and consents necessary to accomplish the purposes of the foregoing to the extent possible. CRWP will confirm any such ratifications and consents from time to time as requested by Hyfi.
- E. If any part of the Services or Inventions is based on, incorporates, or is an improvement or derivative of, or cannot be reasonably and fully made, used, reproduced, distributed,

modified, commercialized or otherwise exploited (collectively, "Exploited" or "Exploitation") without using or violating technology or intellectual property rights owned or licensed by CRWP and not assigned hereunder, CRWP hereby grants Hyfi and its successors a perpetual, irrevocable, worldwide royalty-free, nonexclusive, sublicensable right and license to fully Exploit and exercise all such technology and intellectual property rights in support of Hyfi's exercise or Exploitation of the Services, Inventions, other work performed hereunder or any assigned rights (including any modifications, improvements and derivatives of any of the foregoing).

9. WARRANTY.

CRWP warrants that: (i) the Services will be performed in a professional and workmanlike manner and that none of the Services or any part of this Agreement is or will be inconsistent with any obligation CRWP may have to others; (ii) all work under this Agreement shall be CRWP's original work and none of the Services or Inventions or any development, use, production, distribution or Exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, CRWP); (iii) CRWP has the full right to provide the Hyfi with the assignments and rights provided for herein; (iv) if CRWP's work requires a license, CRWP has obtained that license and the license is in full force and effect; (v) all past and existing employees, independent contractors/consultants and personnel of CRWP who have participated or will be participating in the Services or the creation or development of Inventions ("Contributors") have executed written agreements pursuant to which each such Contributor has (A) assigned to CRWP free and clear of all liens and encumbrances his or her entire right, title, interest in and to all Inventions which are made or reduced to practice by the Contributor during his or her employment or engagement and (B) agreed to terms and conditions substantially similar to Section 7(B) of this Agreement not to disclose or use any proprietary rights, trade secrets or Proprietary Information learned or acquired during the course of such employment or engagement, including without limitation, any Services and/or Inventions; (vi) CRWP shall comply with all applicable laws and Hyfi safety rules in the course of performing the Services; and (vii) CRWP is an independent business and is either a sole proprietorship or duly organized, validly existing and in good standing as a corporation or other entity under the laws and regulations of its jurisdiction of incorporation or organization.

10. RELATIONSHIP OF THE PARTIES

CRWP is providing the Services as an independent business and is customarily engaged in the business of providing services. CRWP shall be responsible for hiring, firing and supervising the personnel providing the Services hereunder. Subject to the terms of this Agreement, CRWP, and not Hyfi, shall determine the manner and means by which CRWP performs the Services, the location of the performance of the Services and the schedule on which the Services are performed. Unless otherwise specified, CRWP shall be responsible for providing all necessary supplies, materials and equipment required for the performance

of the Services. CRWP agrees to comply with all rules and procedures for accessing and using Hyfi's premises and equipment, including those related to safety and security. Notwithstanding any provision hereof, for all purposes of this Agreement each party shall be and act as an independent contractor and not a partner, joint venturer, or agent of the other and shall not bind nor attempt to bind the other to any contract. CRWP shall bear sole responsibility for all acts and omissions of CRWP's personnel. CRWP shall bear sole responsibility for payment of compensation to its personnel. CRWP shall withhold (if applicable), pay and report, for all personnel assigned to the Services, federal, state and local income tax withholding, social security taxes, employment head taxes, unemployment insurance, and any other taxes or charges applicable to such personnel. CRWP shall bear sole responsibility for any health or disability benefits, retirement benefits, or welfare, pension or other benefits (if any) to which such personnel may be entitled. CRWP agrees to defend, indemnify, and hold harmless Hyfi, Hyfi's officers, directors, employees and agents, affiliates, any benefit plan sponsored by Hyfi, and any fiduciaries or administrators of any such benefit plan, from and against any claims, liabilities, or expenses relating to any claim by CRWP's personnel for compensation, tax, insurance, or benefits from Hyfi or any benefit plan sponsored by Hyfi. Hyfi also agrees to defend, indemnify, and hold harmless CRWP, CRWP's officers, directors, employees and agents, affiliates, any benefit plan sponsored by CRWP, and any fiduciaries or administrators of any such benefit plan, from and against any claims, liabilities, or expenses relating to any claim by Hyfi's personnel for compensation, tax, insurance, or benefits from CRWP or any benefit plan sponsored by CRWP.

In no event shall CRWP be liable for any special, consequential, incidental or indirect damages whatsoever (including, without limitation, damages for loss of profits, services interruption, loss of sensor information, or any other pecuniary loss) arising out of the use of or inability to use Hyfi sensors, even if CRWP is aware of the possibility of such damages and known defects. This limitation applies to Hyfi sensors, services provided in connection with Hyfi sensors, claims for breach of agreement, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

Hyfi shall implement appropriate technical and organizational measures to ensure a level of performance appropriate to providing the Services. Hyfi real-time data and services are provided on a provisional basis. In no event shall Hyfi be liable for any special, consequential, incidental or indirect damages whatsoever (including, without limitation, damages for loss of profits, services interruption, loss of sensor information, or any other pecuniary loss) even if Hyfi is aware of the possibility of such damages and known defects.

11. ASSIGNMENT

This Agreement and the Services contemplated hereunder are personal to CRWP and CRWP shall not have the right or ability to assign, transfer or subcontract any obligations under this Agreement without the written consent of Hyfi. Any attempt to do so shall be void. Hyfi may fully assign and transfer this Agreement in whole or part.

12. MISCELLANEOUS

The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the state of Ohio without regard to the conflicts of laws provisions thereof. Any legal action or proceeding relating to this Agreement shall be brought exclusively in the state or federal courts located in Lake County, Ohio, and each party consents to the jurisdiction thereof. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement. Any breach or threatened breach of Sections 7, 8 or 11 of this Agreement will cause irreparable harm to the Hyfi for which damages would not be an adequate remedy, and, therefore, the Hyfi is entitled to injunctive relief with respect thereto (without the necessity of posting any bond) in addition to any other remedies. This Agreement constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter described herein. In no event shall either party, nor its directors, employees, agents, partners, suppliers or providers, be liable under contract, tort, strict liability, negligence or any other legal or equitable theory with respect to the subject matter of this agreement (i) for any lost profits, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive, or consequential damages of any kind whatsoever, substitute goods or services (however arising), or (ii) for any direct damages in excess of (in the aggregate) the fees paid (or payable) by CRWP to Hyfi hereunder in the twelve (12) months prior to the event giving rise to a claim hereunder.

13. SEVERABILITY

If any provision of this Agreement or any application thereof shall be declared by a court or government agency to be invalid or unenforceable, the remainder of the Agreement and any other application of such provision shall not be affected thereby.

14. NOTICES

All notices under this Agreement shall be in writing, and shall be deemed given when sent by confirmed electronic means, or three (3) days after being sent by prepaid certified or registered U.S. mail. All notices, invoices and correspondence which may be necessary or proper for either Party shall be addressed as follows:

Hyfi
Brandon Wong, Chief Executive Officer
455 E Eisenhower Pkwy, Suite 300
Ann Arbor, MI 48108

Chagrin River Watershed Partners
Heather Elmer, Executive Director
PO Box 229
Willoughby, OH 44096-0229

Laura Bonnell (lbonnell@crwp.org) should be included on all email correspondence.

16. GOVERNING LAW

This Agreement shall be interpreted according to the laws of the State of Ohio, regardless of its place of execution. Any actions, suits, or claims that may arise pursuant to this Agreement shall be brought in the Court of Common Pleas of Lake County, Ohio. The Parties have caused this Agreement to be executed as of the date and year first above written.

CRWP

DocuSigned by:
By: William A. Tomko
0234156D115947E...
William A. Tomko
President

Date: 1/2/2024

Hyfi

DocuSigned by:
By: Brandon P. Wong
ACF84C20BC8F452...
Brandon P. Wong

CEO

Date: 1/2/2024



December 19, 2023

EXHIBIT B

2024 INVOICE

for

VILLAGE OF SOUTH RUSSELL

[attached]

Chagrin River Watershed Partners, Inc.

P.O. Box 229

Willoughby, OH 44096-0229 US

440-975-3870

Imoran@crwp.org

www.crwp.org

INVOICE

BILL TO

Village of South Russell

5205 Chillicothe Road

South Russell, OH 44022

INVOICE # 2768

DATE 01/01/2024

DUE DATE 01/31/2024

TERMS Net 30

DESCRIPTION	QTY	RATE	AMOUNT
1/1/2024 - 12/31/2024 1 Hyfi sensor and associated monitoring services	1	1,725.00	1,725.00

BALANCE DUE

\$1,725.00



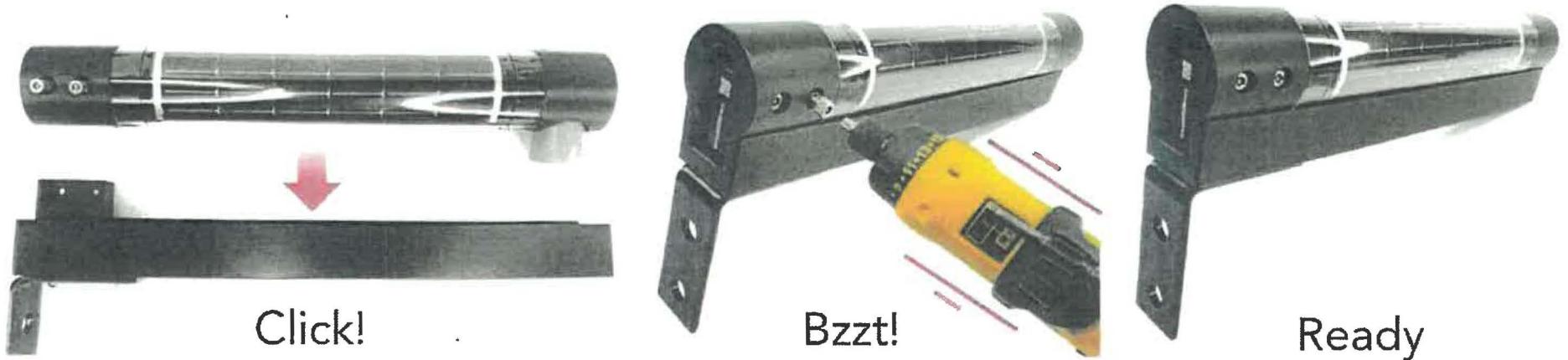
December 19, 2023

EXHIBIT C

HYFI QUICK SENOR SWAP GUIDE

[attached]

Hyfi Quick Sensor Swap Guide



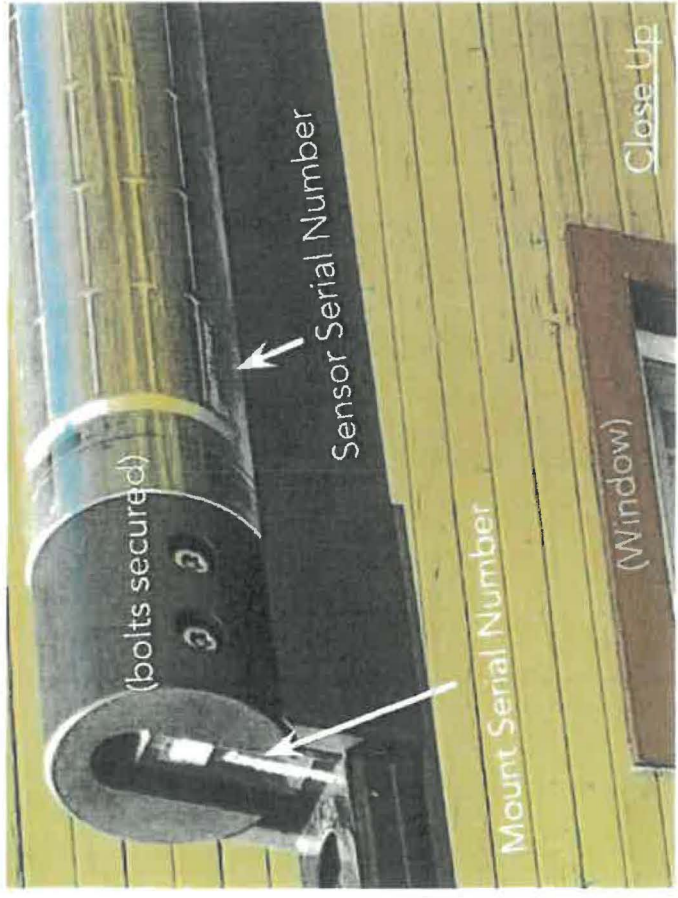
The star-shaped bit is all you need to unlock a sensor from its cradle to swap it out.

Swapping in the Great Outdoors

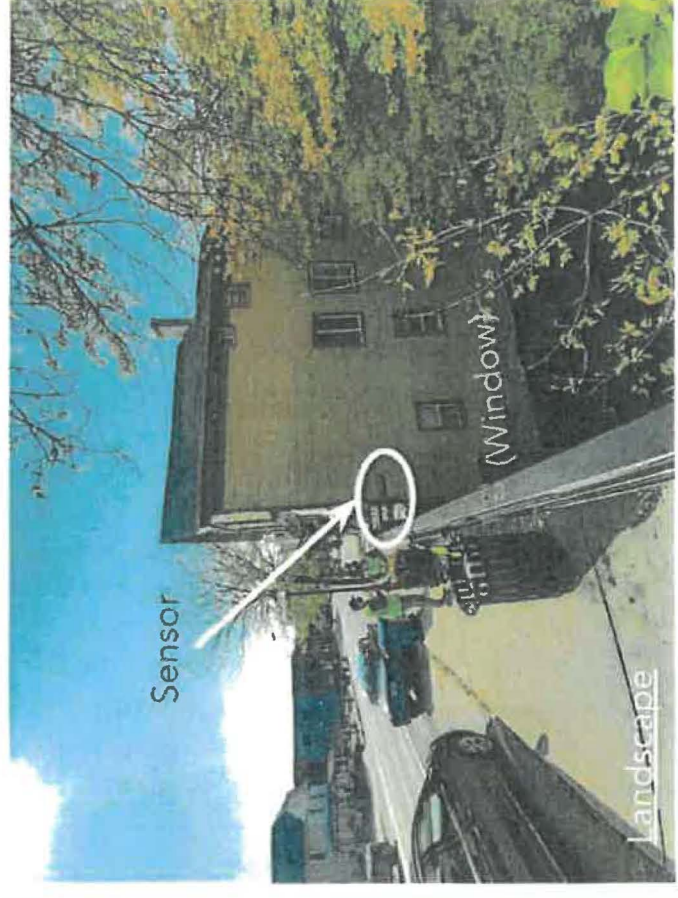


Here are some photos of the Hyfi team swapping out sensors across the Great Lakes region! With sensors in all kinds of places, we sometimes require waders, a stepladder, or road safety gear to get the job done.

Sensor Photo & Site Photo



Both serial numbers legible



Sensor visible with recognizable landmarks

Data to share

1. *Old sensor*: serial number: _____ marv
2. *New sensor*: serial number: _____ marv
3. *Mount*: serial number: _____ rory
4. Sensor Photo
5. Site Photo

Email info to: nik@hyfi.io

Drop off at your nearest FedEx to ship the old sensor back.