



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 10/26/2023

File ID: TMP-3451

Department: Planning

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Service Agreement between the City of Huntsville and StreetLight Data, Inc., for services related to the provision of Traffic Data.

Resolution No.

Does this item need to be published? No

If yes, please list preferred date(s) of publication: N/A

Finance Information:

Account Number: 1000-74-74100-515370-PN200003-00003

City Cost Amount: \$40,521.00

Total Cost: \$40,521.00

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location:

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: The Traffic Data would be the purchase of the Huntsville Area MPO regionwide AADT, in order to support functional classification determination, travel demand model validation, and serve other local needs.

RESOLUTION NO. 23-

BE IT RESOLVED by the City Council of Huntsville, Alabama, that the Mayor, or his designee, in his official capacity, be, and is hereby authorized to enter into a Services Agreement by and between the City of Huntsville and StreetLight Data, Inc., on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Agreement between the City of Huntsville and StreetLight Data, Inc., for Services related to the Provision of Traffic Data,” consisting of ten (10) pages, and the date of October 26, 2023, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and executed copy of said document being permanently kept on file in the office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 26th day of October, 2023

President of the City Council of the
City of Huntsville, Alabama

APPROVED this the 26th day of October, 2023

Mayor of the City of Huntsville, Alabama

**AGREEMENT BETWEEN THE CITY
OF HUNTSVILLE AND STREETLIGHT
DATA, INC. FOR
SERVICES RELATED TO THE
PROVISION OF TRAFFIC DATA**

STATE OF ALABAMA)
)
COUNTY OF MADISON)

AGREEMENT FOR SERVICES

This Agreement is made this 26th day of October, 2023, by and between the City of Huntsville, Alabama, a municipal corporation (hereinafter referred to as the "City") and Street Light Data, Inc., (hereinafter referred to as "StreetLight") for providing traffic metrics. The City and Streetlight hereby agree as follows:

RECITALS

WHEREAS, the Huntsville Area Metropolitan Planning Organization ("MPO") has the need to have regionwide Annual Average Daily Traffic data ("AADT") for infrastructure maintenance and planning purposes; and

WHEREAS, StreetLight is uniquely qualified to provide the said data.

WITNESSETH

NOW THEREFORE, in consideration of the mutual promises and covenants, herein contained, the parties hereby agree as follows, to wit:

1. **Scope of Work:** Street Light hereby agrees to license the Subscribed Output as described in the **StreetLight InSight® Scope of Work Huntsville Area Metropolitan Planning Organization: Regionwide AADT**

2. , which is attached hereto and incorporated herein by reference as Exhibit A. The Subscribed Output will be provided under the terms of the StreetLight InSight® Data Access Terms & Conditions which is attached hereto and incorporated herein by reference as Exhibit B.

3. **Period of Performance and Schedule:** StreetLight shall commence performance of the Work within fourteen (14) days of the approval of this Agreement by the Huntsville City Council and shall complete the Work within six (6) weeks, of receiving all required Customer Input Files.

4. **Contract Price:** In consideration of the services rendered hereunder, the City shall pay to StreetLight for the work performed to the Scope of Work the total amount of Forty Thousand Five Hundred and Twenty-one Dollars (\$40,521.00). The City shall pay StreetLight within thirty (30) days from the date of receipt of the invoice from Consultant.

PRESIDENT OR PRESIDENT
PRO TEM OF THE CITY COUNCIL
OF HUNTSVILLE, ALABAMA

10-26-2023
DATE

4. **StreetLight Performing as an Independent Contractor:** In the performance of this work it is understood between the parties that StreetLight and its employees, agents, subcontractors and consultants, if any, shall be acting as independent contractors and not as an employee of the City of Huntsville. StreetLight shall have no authority to obligate the City to an indebtedness or other obligation.

5. **Notices:** All notices (a) shall be in writing, (b) shall be deemed served on the date which they are actually received, and (c) shall be served by (i) personal delivery, or (ii) United States First Class Certified or Registered Mail, Return Receipt Requested, properly addressed with postage prepaid or (iii) a nationally recognized overnight courier/delivery service (i.e. Federal Express, United Parcel Service, etc.) or (iv) electronic transmission ("E-mail") or telephonic facsimile transmission ("Fax") in conjunction with one of the other methods of delivery set forth in subparagraphs (i), (ii) or (iii), each addressed as follows:

City of Huntsville
Attention: Fallon Martin
P.O. Box 308
Huntsville, Alabama 35804
fallon.martin@huntsvilleal.gov
256-427-5411

Street Light Data, Inc.
Attention: Legal Department
4 Embarcadero Center, Suite 3800,
San Francisco, CA 94105
Email: legal@streetlightdata.com

6. **Subcontracting:** StreetLight may not associate/hire/contract with any subcontractor/independent contractor/consultant in order to fulfill the requirements of this Agreement without obtaining the prior written approval of the City's Project Manager. StreetLight shall be solely responsible for any and all payments/wages/earnings due any such independent contractor for work performed thereby in furtherance of this Agreement. StreetLight shall be legally responsible for any and all actions of any subcontractor/independent contractor/consultant. Consent by the City to any subcontract shall not constitute approval of the acceptability of any subcontract price or of any amount paid under any subcontract, nor relieve StreetLight of any responsibility for performing this contract. The City's Project Manager shall have final approval of any proposed subcontractor.

7. **Confidential Information:** Each party hereto (each, a "Recipient") shall protect and keep confidential all non-public information disclosed to Recipient by the other party (each, a "Discloser") and identified as confidential by Discloser ("Confidential Information") and shall not, except as may be authorized by Discloser in writing, use or disclose any such Confidential Information during and after the term of this Agreement. These obligations of confidentiality shall not apply to information that: (i) was previously known to Recipient; (ii) is or becomes publicly available through no fault of Recipient; (iii) is disclosed to Recipient by a third party having no obligation of confidentiality to Discloser relating to such Confidential Information; (iv) is

independently configured by Recipient; or (v) is required to be disclosed as a matter of law (e.g. open records request).

8. **Termination**

This agreement may be terminated by either party upon thirty (30) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

9. **Nonexclusiveness of Remedies.** Any right or remedy on behalf of the City or StreetLight provided for in any of these specifications, including but not limited to any guaranty or warranty or any remedy for nonperformance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

10. **GENERAL PROVISIONS.**

A. **Governing Law and Venue.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without regard to Alabama conflict of laws provisions. Proper venue for any action to enforce the terms of this Agreement shall be in the state or federal courts of Madison County, Alabama.

B. **Force Majeure.**

Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes, or other disasters.

C. **Headings.**

The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of the Agreement.

D. **Agreement Deemed to Have Been Jointly Drafted.**

The parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms. Accordingly, neither party shall be considered responsible for the preparation of this Agreement which shall be deemed to have been prepared jointly by both parties. The provisions of the Agreement allocate the risks between the parties. The terms and conditions included herein reflect the allocation of risk, and each provision herein is a part of the bargained for consideration of this Agreement.

E. **Waiver.**

The failure of the City to insist in one or more instances upon the performance of any term of this Agreement is not a waiver of its right to future performance of such terms unless such waiver is in writing and signed by a duly authorized officer of the City.

F. All Amendments in Writing.

This Agreement Consists of the StreetLight Insight® Data Access Terms & Conditions, AGREEMENT FOR SERVICES, and the StreetLight InSight® Scope of Work Huntsville Area Metropolitan Planning Organization: Regionwide AADT. No other provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement.

G. Third Parties.

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

H. Non Discrimination Policy.

In consideration of this agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, age, sex, disability or national origin with reference to the subject matter of this agreement, no matter how remote.

I. No Assignment

Neither party shall assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the other party.

J. Survivability.

The terms of Section 11.G. entitled "Hold Harmless Agreement", shall survive termination of this Agreement.

K. Entire Agreement.

The parties have read this Agreement, including all Exhibits, and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party. In the event any separate Statements of Work are subsequently executed by the parties and are in conflict with the provisions of this Agreement, then the provisions of this Agreement shall prevail over any such conflicting provisions. Any pre-printed terms and conditions of StreetLight's and

City's business forms shall be without legal effect with respect to this Agreement or any subsequent Statements of Work.

L. Order of Precedence of Contract Documents

In the event any conflict, discrepancy, or inconsistency among any of the documents which make up this contract, the following shall control, and StreetLight is deemed to have based its estimate of performing the work upon the order of precedence as set forth below. Interpretations shall be based upon the following order of precedence: 1) the StreetLight Insight® Data Access Terms & Conditions attached hereto as Exhibit B, 2) this Agreement and 3) the StreetLight InSight® Scope of Work Huntsville Area Metropolitan Planning Organization: Regionwide AADT. attached hereto as Exhibit A.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date first above written.

CITY OF HUNTSVILLE, ALABAMA

By: _____
Tommy Battle
Its: Mayor

Attest: _____
Shaundrika Edwards
Its: City Clerk

STREET LIGHT DATA, INC.

DocuSigned by:
By: Angela Moser
20392EAFCC04B2...
CFO
Its: _____

The parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.



StreetLight Insight® Data Access Terms & Conditions

"Data Products" means StreetLight Data, Inc.'s ("StreetLight") proprietary compilations of geospatial materials created from StreetLight's data analytics technology platform and software (StreetLight Route Science® and StreetLight Insight®) including but not limited to polygons, attributes, latitudes/longitudes, and metrics (which are inherently subjective and may contain errors).

"Subscribed Output" means the materials generated as output as specified in the Order.

"Subscription" means CUSTOMER's access to StreetLight's Data Products and the purchase and use of Subscribed Output under the terms of this Agreement and any applicable Order that specifies the Data Products to be accessed, the scope of access, permitted use, and any special restrictions.

"User(s)" means a specific individual or individuals (e.g., an employee or named consultant contractor of CUSTOMER) designated by CUSTOMER and permitted to access the Data Products and receive and use the Subscribed Output on behalf of CUSTOMER under the Order.

"Confidential Information" means the proprietary information, technical data, trade secrets or know-how, including, but not limited to, ideas, works of authorship, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by a party or a party's affiliate (collectively, the "Disclosing Party") either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment to the other party (the "Receiving Party").

1. Grant of License - StreetLight grants to CUSTOMER, for the subscription term, a non-exclusive license to access the Data Products and purchase the Subscribed Output solely for governmental transportation planning and operational analyses.

2. Identification of Users - CUSTOMER shall identify the Users to StreetLight and shall supply only Users identified to StreetLight with access to the Data Products and Subscribed Output. CUSTOMER shall supply Users access to the Data Products and Subscribed Output only in accordance with the provisions of this Agreement. StreetLight acknowledges that CUSTOMER may deliver the Subscribed Output to named consultants who are performing subcontracting services in support of the Order. CUSTOMER shall be responsible for ensuring that Users access the Subscribed Output and Data Products only in accordance with the provisions of this Agreement.

3. Ownership of Data Products - As between StreetLight and CUSTOMER, all rights, title, and interest in and to all intellectual property rights in StreetLight's Confidential Information and the Data Products, but not including the Subscribed Output, are owned exclusively by StreetLight. As between StreetLight and CUSTOMER, all Subscribed Output (not including any part of StreetLight's Confidential Information, and Data Products that may be incorporated into such Subscribed Output) shall be deemed owned by CUSTOMER but CUSTOMER expressly acknowledges that the Subscribed Output may not be unique and may be substantially similar in whole or part to results produced for another customer of StreetLight requesting similar analysis and product using similar data sources. StreetLight shall have an as-is, royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to make, use, sell, offer for sale, import, or otherwise incorporate into the Data Products, any suggestions, enhancements, recommendations or other feedback provided by CUSTOMER.

4. Limitations on Access - CUSTOMER shall not: (a) sell, lease or sublease access to the Data Products; (b) copy, decompile, or reverse engineer any portion of the Data Products; (c) use the Data Products to provide third party processing services to other parties, commercial timesharing, rental or sharing arrangements, or on a "service bureau" basis; (d) remove any Vendor titles, trademark symbols, copyright symbols and restrictive legends; (e) bypass or disable any protections that may be put in place to provide security for the Data Products or to protect against unlicensed use of the Data Products; (f) use the Data Products to store, transmit or produce infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (g) introduce into the Data Products, or use the Data Products to transmit, viruses, Trojan horses and other harmful or malicious code; (h) interfere with or disrupt the integrity or performance of the Data Products or third-party data contained therein; or (i) use the Data Products with any products, systems, or applications for or in connection with (1) real time navigation or route guidance, including but not limited to turn-by-turn route guidance that is synchronized to the position of a User's or a third party's sensor-enabled device; or (2) any systems or functions for automatic or autonomous control of vehicle behavior.

5. No Re-identification - With respect to the use of the Subscribed Output, CUSTOMER represents and warrants that: (i) it does not have the ability to use the Subscription and the Subscribed Output to determine the identity of any specific person; (ii) it shall make no attempt to obtain data permitting it to use the Subscription and the Subscribed Output to determine the identity of any person; (iii) it will not accept any information from any third party that permits the use of the Subscribed Output to make such an identification; and (iv) it will make no such identification.

6. NO WARRANTIES - THE DATA PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, STREETLIGHT SPECIFICALLY DOES NOT WARRANT THAT THE DATA PRODUCTS WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. CUSTOMER ACKNOWLEDGES THAT IN ENTERING THIS AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN OR INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

StreetLight InSight® Scope of Work

Huntsville Area Metropolitan Planning Organization: Regionwide AADT

StreetLight InSight® Metrics: Huntsville Area Metropolitan Planning Organization wants to acquire regionwide AADTs in order to support functional classification determination, travel demand model validation, and serve other local needs..

To: James Vandiver (james.vandiver@huntsvilleal.gov;)

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Overview

StreetLight Data, Inc. ("StreetLight") presents the following scope and quote to Huntsville Area Metropolitan Planning Organization (MPO) ("Customer") in support of "Huntsville Area MPO's acquisition of regionwide AADTs in order to support functional classification determination, travel demand model validation, and serve other local needs."

StreetLight can provide Customer with analytics ("Metrics"), including AADT.

Subscription

StreetLight provides subscription-based access to Metrics. Use will be subject to a standard Subscription Agreement between StreetLight and Customer.

Data Sources

Metrics will be generated for Customer based on the following data sources:

- Connected Vehicle Data (CVD) for All Vehicles
- Location Based Services (LBS) data for All Vehicles

Customer Input Files

- ~27,500 Custom Segments
- StreetLight will provide a URL for a shared online folder where Customer will upload the input files. Files will not be exchanged via email.

Metrics

StreetLight will generate the following Metrics:

Analysis 1 Overview:

Analysis Type:	AADT
Mode, Output Type:	All Vehicles StreetLight Volume
Data Periods:	Jan 1, 2022 to Dec 31, 2022, Aggregated Jan 1, 2021 to Dec 31, 2021, Aggregated
Excluded Dates:	Period 1: None Period 2: None
Day Types / Day Parts:	All Days (M-Su) / All Day (12am-12am)
Zones:	~27,500 Custom Segments
Add-ons:	None

Expected Subscribed Outputs

StreetLight will provide a URL for a shared online folder where the output files will be uploaded. Files will not be exchanged via email. StreetLight will provide the following outputs as CSV files:

Analysis 1 – Fields are:

AADT

- Zone Name: Name for the zone.
- Zone is Bi-Direction: Indicates if the zones are bi-directional. Is either marked as Yes or No.
- Day Type: Average Day (average of traffic Monday through Sunday).
- Day Part: All Day, i.e. all 24 hours.
- Estimated AADT: The estimated AADT (Average Annual Daily Traffic) as calculated by StreetLight Data, for trips traveling in the direction described in the Zone Direction and Zone is Bi-Direction column.
- Lower 95 Percent Prediction Interval: Lower bound of the range for a true AADT value for each zone with a 95% confidence.
- Upper 95 Percent Prediction Interval: Upper bound of the range for a true AADT value for each zone with a 95% confidence

Caveats and Limitations

StreetLight will use its proprietary data processing engine StreetLight Route Science® and StreetLight InSight® to generate the Metrics.

Customer Input Files and Subscribed Output will be reviewed for privacy and coverage checks, per StreetLight's standard business practices.

The StreetLight sample can contain gaps in the data which can affect the trip definition.

Certain files may be subject to the OpenStreetMap License available [here](#). For more information visit our [webpage](#).

The methodology is subject to change based on findings during the analysis.

The Customer understands the above caveats and limitations.

Pricing Proposal

The subscription License Fee will be:

Regionwide AADT	\$40,521
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Plus applicable sales tax, payable in US Dollars and valid until Jul 28, 2023.

Payment is due within thirty (30) days of the Contract Effective Date.

Delivery Time Frame

The estimated delivery date of Metrics is within 4-6 weeks of Contract Effective Date and receipt and confirmation of all Customer Input Files.

Delivery dates are estimates only and assume execution of a contract before the expiration date of this Quote, and that Customer will provide Customer Input Files to StreetLight within five (5) business days and provide clarifications or answers to questions within two (2) business days.

Final delivery dates will be set once the Order is placed. All dates are subject to change if the Order is placed after the expiration date of this Quote.

Any amendments, additions or modifications to the contents of this SOW must be agreed to in writing, and may result in changes to final delivery dates.