# AMENDMENT NO. 5 TO THE MEMORANDUM OF UNDERSTANDING (MOU) 80.09.02 BETWEEN

CITY OF BRENTWOOD, CITY OF EL CERRITO, CITY OF LAFAYETTE, TOWN OF MORAGA, CITY OF OAKLEY, CITY OF ORINDA, CITY OF PINOLE, CITY OF RICHMOND, CITY OF SAN PABLO, CITY OF WALNUT CREEK, AND THE COUNTY OF CONTRA COSTA,

# AND CONTRA COSTA TRANSPORTATION AUTHORITY FOR

#### THE STREETLIGHT DATA AND SERVICES SUBSCRIPTION AND COST-SHARING COMMITMENT

This Amendment to MOU 80.09.02 commences on July 27, 2025, by and among the cities, town, and county listed immediately below, referred to herein individually as a "Jurisdiction" or collectively as a "Jurisdiction" or collectively as "Jurisdictions," and the Contra Costa Transportation Authority, a transportation authority established under Public Utilities Code Sections 180000 *et seq.* (CCTA).

#### **RECITALS**

A. WHEREAS, this Amendment includes the Jurisdictions as shown below:

City of Brentwood

City of El Cerrito

City of Lafayette

Town of Moraga

City of Oakley

City of Orinda

City of Pinole

City of Richmond

City of San Pablo

City of Walnut Creek

County of Contra Costa

The Jurisdictions and CCTA are referred to herein collectively as the "Parties" or individually as a "Party."

- B. WHEREAS, CCTA entered into the contract with StreetLight Data, Inc. (StreetLight Data) for a one-year period, effective July 27, 2025, through July 26, 2026 (Fiscal Year (FY) 2025-26) at a cost of \$450,000; and
- C. WHEREAS, on July 27, 2025, CCTA will exercise an option to renew the Subscription Order Form (Project Costs in the form of Services) for the first additional available one-year optional term (FY 2025-2026 included as Attachment A to this MOU), of two potential additional one-year terms both allowed in Amendment No. 1 with StreetLight Data entered into on July 27, 2024 at a collective cost-sharing total amount up to an annual cost of \$452,428; and
- D. WHEREAS, on July 27, 2024, CCTA entered into Amendment No. 1 with StreetLight Data to renew the Subscription Order Form Project Costs (Services referred to as "the Project") for an additional one-year term with an option to renew up to two additional one-year terms included

as Attachment A to this MOU, governing access to and use of StreetLight Data products; and

- E. WHEREAS, as part of the Master Agreement and Subscription Order Project Costs, CCTA extended the ongoing customer services and technical support from StreetLight Data, as described in Exhibit A to Attachment A; and
- F. WHEREAS, if additional jurisdictions desire to join the StreetLight Data subscription, the cost share for each current participating agencies will be adjusted accordingly to reflect the additional jurisdiction's contributions.

Now, therefore, based on the recitals set forth above which are included as part of this Amendment, the Parties do hereby agree as follows:

Section 1, Project Costs is amended as follows:

The Parties have agreed to a cost-sharing model to cover the expense of the StreetLight Data services to be obtained by CCTA pursuant to the Subscription Order and Master Agreement (Attachment A) between StreetLight Data and CCTA. The total Projects cost for the fifth one-year of services is \$450,000. The Parties each agree to contribute the following updated amounts for the Project.

Agency	Proportional Share – Year 1 (2021-22)	Proportional Share – Year 2 (2022-23)	Proportional Share – Year 3 (2023-24)	Proportional Share – Year 4 (2024-25)	Proportional Share – Year 5 (2025-26)
ССТА	\$360,000	\$335,000	\$327,000	\$261,328	\$259,926
				(57%)	(57%)
City of Brentwood	n/a	n/a	n/a	\$16,700	\$20,531
City of Richmond	n/a	n/a	\$47,500	\$29,000	\$35,472
City of Walnut Creek	n/a	\$40,000	\$38,000	\$17,900	\$21,836
City of Oakley	n/a	n/a	\$19,000	\$11,800	\$14,622
City of El Cerrito	n/a	n/a	\$9,500	\$6,600	\$8,076
City of San Pablo	\$15,000	\$15,000	\$14,200	\$8,000	\$9,839
City of Lafayette	\$10,000	\$10,000	\$9,500	\$6,400	\$7,824
Town of Moraga	\$5,000	\$5,000	\$4,700	\$4,400	\$5,195

City of Pinole	\$5,000	\$5,000	\$4,700	\$4,700	\$5,702
City of Orinda	\$2,500	\$2,500	\$2,400	\$3,000	\$6,043
County of Contra Costa	n/a	n/a	\$26,000	\$44,700	\$54,934
TOTAL	\$502,500	\$502,500	\$550,000	\$452,428	\$450,000

Source of (January 2025) Population Served by Subscription Services for FY 2025-26 cost-sharing: <a href="https://dof.ca.gov/forecasting/demographics/estimates-e1/">https://dof.ca.gov/forecasting/demographics/estimates-e1/</a>

Section 2, Continuing Participation and Cost-Sharing is amended as follows:

The services from StreetLight Data are renewed for one year (Option Year 1 of 2 Option Years Possible), from July 27, 2025, through June 26, 2026. This year is the second year of the subscription commitments as part of Amendment No. 1. Any extension of services and associated financial commitment beyond the initial term shall be memorialized in the form of a written amendment to this MOU.

Section 6, Term and Termination, is amended as follows:

The Parties understand and agree that the one-year renewal of the StreetLight Data subscription will begin July 27, 2025, and will terminate July 27, 2026, unless further extended through an amendment to this MOU. Jurisdictions may opt out of this MOU with 30 days written notice by mutual written agreement of the Parties wishing to move forward prior to the Project subscription termination date.

All other provisions of the MOU shall remain in effect.

## **Contra Costa Transportation Authority:** By: Title: Aaron Meadows, Chair Date: Attest By: Title: Tarienne Grover, Clerk of the Board Contra Costa Transportation Authority (as to Form and Legality): By: Title: Fennemore LLP, Authority Counsel Date: All notices shall be made to the following address and point of contact:

To: Contra Costa Transportation Authority

2999 Oak Road, Suite 100 Walnut Creek, CA 94597

Attention: Colin Clarke, Senior Transportation Planner

Email: cclarke@ccta.net

City of Bre	ntwood:
Ву:	
Title:	Darin Gale, Interim City Manager
Date:	
All notices	shall be made to the following address and point of contact:
То:	City of Brentwood 150 City Park Way Brentwood, CA 94513
	Attention: Anjul Pillai
	Email: apillai@brentwoodca.gov

City of San	Pablo:
Ву:	
Title:	Matt Rodriguez, City Manager
Date:	
All notices shall	be made to the following address and point of contact:
To:	City of San Pablo
10.	1000 Gateway Ave.
	San Pablo, CA 94806
	Attention: Allan Panganiban, Public Works Director & City Engineer
	Email: AllanP@sanpabloca.gov

City of Lafayette:		
Ву:		
Title:	Michael Moran, Director of Engineering and Public Works	
Date:		

To: City of Lafayette

3675 Mt. Diablo Blvd., Suite 210

Lafayette, CA 94549

Attention: Mike Moran, Director of Engineering and Public Works

Email: mmoran@lovelafayette.org

Ву:	
Title:	Scott Mitnick, Town Manager
Date:	
All notices sha	Il be made to the following address and point of contact:
To:	Town of Moraga
	329 Rheem Blvd.
	Moraga, CA 94556
	Attention: Brian Horn, Principal Planner
	Email: <a href="mailto:bhorn@moraga.ca.us">bhorn@moraga.ca.us</a>

Town of Moraga:

City of O	City of Orinda:	
Ву:		
Title:	Linda Smith, City Manager	
Date:		

To: City of Orinda

22 Orinda Way Orinda, CA 94563

Attention: Scott Christie

Email: <a href="mailto:schristie@cityoforinda.org">schristie@cityoforinda.org</a>

ole:	
Kelcey Young, City Manager	

To: City of Pinole

2131 Pear Street Pinole, CA 94564

Attention: Heba El-Guindy, Public Works Director

Email: <a href="mailto:helguindy@pinole.gov">helguindy@pinole.gov</a>

By:	
, Title:	Dan Buckshi, City Manager
Date:	
Date.	<del></del>
All notices shall	be made to the following address and point of contact:
To:	City of Walnut Creek
10.	1666 N. Main Street
	Walnut Creek, CA 94596
	Attention: Briana Byrne, Associate Traffic Engineer
	Email: byrne@walnut-creek.org

City of Walnut Creek:

	City of Rich	mond:
	Ву:	
	Title:	Shasa Curl, City Manager
	Date:	
All	notices shall	be made to the following address and point of contact:
	To:	City of Richmond
		450 Civic Center Plaza
		Richmond, CA 94804
		Attention: Robert Armijo, Deputy Public Works Director/City Engineer Email: Robert Armijo@ci.richmond.ca.us
		india nobel e Almijo e carelinio inc. ca. as

City of O	akley:	
Ву:		
Title:	Joshua McMurray, City Manager	
Date:		

To: City of Oakley

3231 Main Street Oakley, CA 94561

Attention: Billilee Saengchalern

Email: Saengchalern@ci.oakley.ca.us

City of El C	errito:
By:	
Title:	Yvetteh Ortiz, City Engineer/Public Works Director
Date:	
	I be made to the following address and point of contact:
То:	City of El Cerrito  10890 San Pablo Avenue  El Cerrito, CA 94530  Attention: Jarrett Mullen, Sustainable Transportation Program Manager  Email: <a href="mailto:jmullen@ci.el-cerrito.ca.us">jmullen@ci.el-cerrito.ca.us</a>

Ву:	
Title:	Warren Lai, Public Works Director
Date:	
All notices shall	be made to the following address and point of contact:
To:	County of Contra Costa
	255 Glacier Drive
	Martinez, CA 94553
	Attention: Monish Sen, Senior Civil Engineer
	Email: Monish.Sen@pw.cccounty.us

**County of Contra Costa:** 



### Amendment #1 to StreetLight InSight® Subscription Order Form

THIS AMENDMENT #1 is entered into as of the date of last signature below (the, "Effective Date"), Between:

and

**StreetLight Data, Inc.** a Delaware corporation, located at 4 Embarcadero Center, #3800, San Francisco, CA 94105

(hereinafter referred to as "StreetLight")

of the First Part

Contra Costa Transportation Authority, located at 2999 Oak Road Suite 100, Walnut Creek, California 94597

(hereinafter referred to as "Customer")

of the Second Part

WHEREAS the parties hereto entered into a StreetLight InSight® Subscription Order Form, and corresponding Master Data Access Agreement, Effective July 27, 2021, which together with any duly executed amendments shall hereinafter be referred to as the "Agreement";

AND WHEREAS, the parties wish to amend the Agreement as set out below.

NOW THEREFORE in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. The Term Section of the Master Data Access Agreement is extended through July 26, 2025, and shall automatically renew for up to two additional one-year terms, unless either party delivers to the other, not less than sixty (60) days prior to the expiration of the then current term, written notice of such party's intent to not renew the Agreement.
- 2. The Agreement is amended to include the Subscription Order attached hereto, <u>Subscription Order</u> 2024-2025.
- 3. Except as otherwise provided for above, all of the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amendment as of the Effective Date.

StreetLight Data, Inc.	Contra Costa Transportation Authority		
E-SIGNED by Aaron Moser on 2024-07 28:49:27 GMT	E-SIGNED by Newell Americh on 2024-07-29 17:59:35 GMT		
SIGNATURE:	SIGNATURE:		
Aaron Moser	Newell Arnerich		
NAME:	NAME:		
Vice President	Chair		
TITLE:	TITLE:		
7 1 00 0004	July 29, 2024		
<del>Дир 26, 2024</del>	DATE:		
	ATTEST		
	E-SICNED by Tarishine Grover on 2021-00-000 and SMT		
	Tarienne Grover, Clerk of the Board		
	APPROVED AS TO FORM  E-SIMP by Amera Morrison		
	000000000000000000000000000000000000000		
	Fennemore Wendel, Authority Counsel		



### StreetLight InSight® Subscription Order 2024-2025

This StreetLight InSight® Subscription Order Document (the "Subscription Order" or "Order") and the corresponding StreetLight Data Master Data Access Agreement (the "Agreement") between StreetLight Data, Inc. ("StreetLight") and Customer (as defined below) is entered into as of the date of last signature below ("Effective Date") and governs Customer's access to and use of the Data Products. Undefined capitalized terms used in this Subscription Order will have the meanings set forth in the Agreement.

**Customer Legal Name:** 

Contra Costa Transportation Authority (CCTA)

Entity Type:

Public Agency

State of Incorporation

California

**Billing Contact Name:** 

John Hoang

Billing Email:

jhoang@ccta.net

**Billing Address** 

2999 Oak Road, Suite 100 Walnut Creek, California 94597

United States

Under the terms of the Master Data Access Agreement, Effective July 27, 2021, of which this Subscription Order is a part, Customer agrees to license and StreetLight agrees to provide access to the following Data Products in the indicated quantity and at the indicated pricing in U.S. Dollars:

#### Subscription Services

Enterprise Subscription Package	# of Units	Product Price	Tax	TOTAL
Solution Package – Enterprise	632 TAZs	\$452,428.00	\$0.00	\$664,000.00
(Formerly MultiMode)				
Optional Service Credits	TBD Credits	\$100,000.00	\$0.00	\$0.00
Onsight Training	2 Sessions	\$0.00	\$0.00	\$0.00
StreetLight Insight® API Access		\$0.00	\$0.00	\$0.00
DISCOUNT				\$-211,572.00
	USD	\$452,428.00	\$0.00	\$452,428.00

#### **Product Special Terms**

Users of Customer, Users of Customer's participating local cities and agencies, and up to thirty (50) Users of Customer's Named Consultants, may create an unlimited number of Zones within Contra Costa County, California, and may include pass-through Zones to capture trips originating or ending outside of the authorized geographic area for governmental transportation planning and operational analysis.

Notwithstanding anything to the contrary contained herein, Customer represents and warrants: a) it has the full power, capacity and authority to enter into and perform this Agreement; and b) its performance of this Agreement does not violate or conflict in any material way with any agreement to which Customer is a party.

StreetLight Data acknowledges that Customer will be providing access to the Data Products and Subscribed Output to its member agencies. Customer will be responsible for ensuring that each member agency agrees, in writing, to the restrictions on use and access set forth in Section 2 of the Agreement.

Customer may request additional application support services via email. StreetLight will respond with the number of service credits and price of the additional services. StreetLight will begin work and invoice Customer on Customer's email approval.

#### **Customer Input Files**

Customer will provide input Zones containing the boundaries of the Zones and directionality designation (if necessary) either via spatial files or via the StreetLight InSight® Web Application. A Zone can be a road segment, a TAZ or any other geospatial shape as defined by Customer. StreetLight may modify Zones to improve Metric results.



#### Delivery

Delivery via StreetLight InSight® Web Application, and API.

#### **Term**

As of the July 27, 2024 for a period of one (1) year, and shall automatically renew for up to two additional one-year terms, unless either party delivers to the other, not less than sixty (60) days prior to the expiration of the then current term, written notice of such party's intent to not renew the Agreement.

#### Payment Terms

Payment due within thirty (30) days of the Effective Date. Payment is accepted by check or ACH/EFT.

StreetLight Data Preferred Payment Method: ACH/EFT

Bank of America

901 Main Street, Dallas, TX 75202

Bank Routing Number (ACH): 111000012 Bank Routing Number (wires): 026009593 Bank Account Name: Streetlight Data, Inc.

Bank Account Number: 4451744791

Remittance Notification Email: ar@streetlightdata.com

Please remit payment, if by check to: StreetLight Data Inc

P.O. Box 744733 Los Angeles, CA 90074-4733

#### **Notices**

Any notices under this Agreement will be directed, if to Customer, to the Contact listed above, and if to StreetLight, at:

ATTN: Legal Department, StreetLight Data, Inc.

4 Embarcadero Center, Suite 3800,

San Francisco, CA 94105

Email: legal@streetlightdata.com

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS SUBSCRIPTION ORDER DOCUMENT AND THE CORRESPONDING AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.

IN WITNESS WHEREOF, this Subscription Order has been executed by the parties through their duly authorized officers.



### Planning Committee **STAFF REPORT**

Meeting Date: July 10, 2025

Subject	StreetLight Data Subscription Cost-Share – Authorization to Renew Amendment No. 1 to Agreement No. 569 with StreetLight Data, Inc. (StreetLight Data) and to Execute Amendment No. 5 to Memorandum of Understanding (MOU) No. 80.09.02 with the Cities/Town Participating in the Cost-Share for the StreetLight Data Subscription for Fiscal Year (FY) 2025-26
Summary of Issues	This proposal will enter into Amendment No. 5 to MOU No. 80.09.02 between the Authority and each jurisdiction participating in the cost-share for the StreetLight Data services license for FY 2025-26 (summarized in a table in Attachment A).
Recommendations	Staff seeks authorization for the Chair to renew Amendment No. 1 to Agreement No. 569 with StreetLight Data for a Countywide Multimodal Regional License (Multi-Domain License) for an additional one-year term (FY 2025-26), execute Amendment No. 5 to MOU No. 80.09.02 between the Authority and each jurisdiction participating in the cost-share for the StreetLight Data Multi-Domain License for FY 2025-26 and allow the Executive Director or designee to make any non-substantive changes to the language.
Staff Contact	Colin Clarke
Financial Implications	The Authority's estimated share is included in the FY 2025-26 Congestion Management Agency (CMA) Budget with the proportional share to be provided by each participating

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jurisdiction during Quarter 1 of FY 2025-26.

- **1.** The Authority Board may choose to approve staff's recommendation.
- **2.** The Authority Board may choose to not approve staff's recommendation.

Attachments (Attachment A is Revised. <u>See PC Packet</u> <u>dated 7/10/25 for</u> <u>Attachment B)</u>

A. Amendment No. 5 to MOU No. 80.09.02 – Revised

**B.** Executed Amendment No. 1 to Agreement No. 569

**Changes from Committee** 

None

#### **Background**

In July 2021, the Authority initiated a multi-jurisdiction subscription to the StreetLight Multi-Domain License for one year (FY 2021-22), through execution of Agreement No. 569, with an option to renew for up to two additional one-year terms for a maximum total of three years. The StreetLight platform is a Location-Based Big Data (geospatial data) and provides services that can be used to inform transportation planning and an analysis tool to support projects such as: core transportation behavior, traffic analysis, traffic count, before-and-after analysis, operations and congestion management, and other transportation analyses. The Authority Board subsequently approved renewal of the subscription services for Year 2 (FY 2022-23) and Year 3 (FY 2023-24). In July 2024, the Authority Board approved the continuation of the StreetLight subscription by entering into Amendment No. 1 to Agreement No. 569 for a period of one year (FY 2024-25) in the amount of \$452,428 with the option to renew for up to two additional one-year terms (FYs 2025-26 and 2026-27).

In July 2025, the Authority Board will consider whether to exercise an option to renew the Subscription Order Form (Project Costs in the form of Services) for the first additional available one-year optional term at a collective annual cost-sharing total amount of \$450,000.

In parallel with the StreetLight subscription, the Authority entered into MOU No. 80.09.02 with each jurisdiction opting in to participate in the cost-share arrangement from FY 2021-22

through FY 2023-24, which were included as part of subsequent Amendment Nos. 1-3, accounting for each year of cost-share as well as adjustments to the number of participating jurisdictions. For FY 2025-26, the agencies participating in the cost-sharing agreement will include the cities of Brentwood, El Cerrito, Lafayette, Oakley, Orinda, Pinole, Richmond, San Pablo and Walnut Creek, Town of Moraga, and Contra Costa County, totaling 11 jurisdictions in addition to the Authority.

The proposed cost-share breakdown is based on population (January 2025) and the cost-share summary for FY 2025-26, including the Authority and each participating jurisdiction is included in the table in Attachment A.

Upon approval from the Authority Board, each of the participating jurisdictions will enter into Amendment No. 5 to MOU No. 80.09.02 with the Authority (Attachment A), which will identify the cost-share as shown in Attachment A. This will be the fifth year of cost-sharing in a multi-jurisdiction subscription.

Staff seeks authorization for the Chair to renew Amendment No. 1 to Agreement No. 569 with StreetLight Data for a Countywide Multi-Domain License for an additional one-year term (FY 2025-26), execute Amendment No. 5 to MOU No. 80.09.02 between the Authority and each jurisdiction participating in the cost-share for the StreetLight Data Multi-Domain License for FY 2025-26 and allow the Executive Director or designee to make any non-substantive changes to the language.