RESOLUTION 25-227

A RESOLUTION OF THE CITY OF SPRING HILL, TENNESSEE, AUTHORIZING THE MAYOR TO EXECUTE A DATA USE AGREEMENT WITH INRIX FOR TRAFFIC SIGNAL ANALYTICS ACCESS

WHEREAS, the City of Spring Hill seeks to improve transportation planning and operations through access to reliable traffic data; and

WHEREAS, the Greater Nashville Regional Council (GNRC) has secured access to the INRIX Signal Analytics platform, which provides performance measures derived from high-frequency GPS data at over 1,400 signalized intersections across the region; and

WHEREAS, participation in this program requires each local government to execute a Data Use Agreement with INRIX in order to grant no-cost access to designated staff and consultants; and

WHEREAS, the Board of Mayor and Aldermen finds it to be in the best interest of the City of Spring Hill to enter into such agreement to ensure access to valuable traffic data resources for planning and operational purposes;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF SPRING HILL, TENNESSEE, that the City of Spring Hill is hereby authorized to participate in the INRIX Signal Analytics program offered through GNRC and that Mayor Matt Fitterer is authorized to review and execute the Data Use Agreement with INRIX on behalf of the City.

BE IT FURTHER RESOLVED, that City staff are further authorized to coordinate with INRIX and GNRC to designate appropriate users for access to the platform.

Passed, adopted and effective this 6th day of October, 2025.

Matt Fitterer, Mayor

ATTEST:

April Goad

April Goad, City Recorder

APPROVED AS TO FORM:

Patrick Carter, City Attorney

SPRING HILL
TENNESSEE

STAFF MEMORANDUM

TO: Board of Aldermen and City Directors

FROM: Matt Fitterer Mayor

DATE: October 3, 2025

SUBJECT: Resolution 25-227: Resolution Authorizing Mayor to Sign Data Use Agreement for INRIX Analytics

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RECOMMENDATION:

Staff recommend adoption of the resolution authorizing Mayor Matt Fitterer to execute the INRIX Signal Analytics Data Use Agreement on behalf of the City. This will enable staff to access the platform, designate appropriate users, and ensure Spring Hill benefits from this regional resource.

BACKGROUND & INFORMATION:

The Greater Nashville Regional Council (GNRC) recently purchased access to the INRIX Signal Analytics platform for local governments across the region. This platform uses high-frequency GPS data to generate performance measures at more than 1,400 signalized intersections. It provides valuable insights into traffic flow, congestion, and intersection performance that will benefit local planning and operations.
To gain access to this data, each local agency must complete a Data Use Agreement with INRIX. This agreement authorizes the City of Spring Hill to designate staff users and consultants who may access the platform.

USES AND APPLICATIONS

Access to INRIX Signal Analytics will support the City's efforts to:

- Improve transportation planning and traffic operations,
- Support ongoing and future infrastructure projects,
- Enhance decision-making through reliable data, and
- Coordinate with regional partners on traffic management strategies.

GNRC will also host a regional kickoff meeting and training for staff. Timely completion of the Data Use Agreement will ensure the City is able to participate fully in these opportunities.

FINANCIAL IMPACT:

N/A

SUPPORTING DOCUMENTS:

Resolution, Memo, Agreement, INRIX Info Data Sheet

DATA USE AGREEMENT
Sublicensee Traffic Data Services by INRIX
Through ____________________________

____ (hereinafter **"Sublicensee"**) certifies that it is either (1) an authorized subcontractor of _________________________________ **("Agency")**, or (2) a government agency, and requires access/use of the data and services as procured under an agreement between Agency and INRIX, Inc. (**"INRIX Products"**). As a condition of use of the INRIX Products, Sublicensee, its agents and employees, understands and agrees to the following terms and conditions:

Sublicensee understands and agrees that access to, and utilization of, INRIX Products is governed by the data licensing terms and conditions specifically set forth in the License Agreement, as set forth in Attachment A. Sublicensee agrees that Sublicensee, its officers, employees and agents shall fully adhere to and comply with all such data licensing terms and conditions, and that INRIX, Inc. shall be a third-party beneficiary of this License Agreement, and be permitted to directly enforce the terms of the License Agreement in the event of Sublicensee's failure to comply with any applicable terms or conditions. Sublicensee also understands and agrees that INRIX reserves the unilateral right to terminate the Sublicensee's access to and utilization of INRIX services and data in the future in the event of inappropriate use or unauthorized disclosure.

In the event Sublicensee becomes aware of an inappropriate use or unauthorized disclosure, Sublicensee will provide immediate verbal notice and subsequent written notice within 24 hours to Legal@inrix.com.

Scope of use of INRIX Products permitted by Sublicensee. Please be specific as no other use outside the scope of use (including for another projects) is permitted without INRIX's written permission:

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Requested INRIX Products (please check):

☐ AI Traffic	☐ Traffic Tiles (TMC)	☐ XD Traffic Tiles	☐ XD Incidents
☐Off-Street Parking	☐ On-Street Parking	☐ Dangerous Slowdowns	☐ DriveTime Polygons
☐Volume Profile	☐ Roadway Analytics Core	☐ Roadway Analytics Data Downloader	☐Roadway Analytics Speed Archive
☐ Trips Report	☐ Trip Paths	☐ Trips API	☐ Trip Analytics
☐ Trips Trends	☐ Signal Analytics	☐ Curb Analytics	☐ Safety View
☐NPMRDS Core	☐NPMRDS Data Backfill	☐NPMRDS Data Expansion	
☐ Other Product: ________________			

INRIX Products access end date: ____________________

I, the undersigned, am duly authorized to bind Sublicensee to this Agreement and do so by affixing my signature hereto.

Date: October 6, 2025 Name: Matt Fitterer Technical Contact Name: itstaff@springhilltn.org

Signature: ____________ Title: Mayor Technical Contact Email: ________________

Attachment A

Additional Terms and Conditions
License Agreement

It is the intent of this contract to secure for Sublicensee, and their officially designated representatives full rights to the traffic data to use in support of internal organization operations consistent with the organizations' traffic management, planning, and operations responsibilities subject to the following terms and conditions. INRIX data license terms apply to all data services detailed in the License Agreement between INRIX and Agency.

1. INRIX, Inc., a Delaware corporation (and its suppliers) shall retain all intellectual property and other rights with respect to the INRIX Products and all related and derivative technology.
2. The INRIX license granted hereunder shall be for use solely by Sublicensee as part of its projects with Agency, and shall be nonexclusive, nontransferable and nonsublicensable. No other uses are permitted, and the INRIX Products cannot be shared with other third parties. All presentations of the INRIX Products by the Sublicensee, with the exception of travel times on roadway signing, shall contain proprietary notices and logos and/or website links of INRIX and/or the INRIX suppliers in a form reasonably provided by INRIX from time to time. A single notation within a report that contains INRIX data and single logo on web pages that draw from INRIX data is acceptable. All use by Sublicensee customers shall be made available by the Sublicensee free-of-charge.
3. If Sublicensee is an authorized subcontractor, Sublicensee must delete the INRIX Products after the access end date.
4. All INRIX Products are provided "AS IS", "with all faults", "as available" and without warranty or obligation of any kind, and to the maximum extent permitted by law, any and all representations, warranties and conditions of any kind whatsoever (including express, implied or statutory warranties of merchantability, fitness for a particular purposes, title, accuracy or quality) are expressly excluded.
5. The INRIX Products shall be the designated products that INRIX and Agency have expressly agreed upon in writing, and which INRIX customarily provides to its other customers (and which is therefore subject to modification from time-to-time).
6. The INRIX Products shall not be merged or combined with any other traffic data not provided by INRIX in a manner to produce a merged speed or travel time value without permission from INRIX. The INRIX Products may not be resold or openly posted to the public such that it would be available to private sector competitors of INRIX. INRIX shall not have any specific on-the-ground responsibilities.
7. If INRIX receives data from the Sublicensee hereunder, INRIX shall not receive any personally identifiable information in relation to the data (or the PII component would be deleted prior to transmission to INRIX).
8. Neither party nor its direct or indirect suppliers shall, under any circumstances, be liable to the other or its customers or any other third parties for consequential, incidental, special, punitive or any indirect damages (including damages for lost profits or anticipated revenues, business interruption or loss of business information) arising out of or related to the INRIX Products, or for any damages whatever arising out of or in relation to any malfunctions, data delays, loss of data or interruption of service, even if advised of the possibility of such damages, or if such possibility was reasonably foreseeable.
9. INRIX's suppliers shall not have any liability whatever in relation to the use of the INRIX Products hereunder. INRIX and its suppliers shall not be liable for any claim, loss or penalty resulting from use or delayed delivery of the INRIX Products by or to Sublicensee customers, and the Sublicensee would use all reasonable efforts to ensure such limited liability in its end user license agreements (or other applicable terms) with those customers, if any.
10. Under no circumstances shall INRIX's aggregate liability for all claims, acts and/or omissions arising out of related to this Agreement, regardless of whether any claim or action is based on contract, tort or otherwise, exceed the total amount paid by the Sublicensee to INRIX during the 12-month period prior to the date on which the claim arose.
11. There shall be no withholding or offsets by the Sublicensee with respect to any compensation due to INRIX, and no state income or other taxes withheld. INRIX reserves the right, at its sole discretion, to use third parties to provide data and services hereunder. Neither party shall be responsible for failures or delays due to circumstances beyond its reasonable control, except for the obligation to pay monies due. The parties each agree to do all things reasonably necessary to effectuate the intent of these terms, and to act in good faith.

Access Systemwide Traffic Signal Insights Without Investing in Equipment

Signal Analytics helps transportation agencies assess and improve traffic signal performance throughout the entire network without the need for costly physical equipment or manual data collection.

Poorly timed signals impact everything from urban congestion to air pollution to safety. Conventional approaches are either cost prohibitive or don't provide fresh, fast, or reliable insights systemwide. Traditional attempts to qualify and reduce unnecessary delays at intersections typically require the installation of expensive hardware and conducting extensive fieldwork. These efforts usually only cover a fraction of a city's intersections and even worse, they don't paint a complete picture of current issues and trends.

INRIX® Signal Analytics helps transportation professionals better manage systemwide traffic signal performance by working smarter, not harder. The powerful cloud-based application uses anonymous connected vehicle data to assess and help improve signalized intersection and corridor performance. Because the data originates from high frequency GPS waypoints transmitted to the cloud, Signal Analytics is readily available, scalable, and cost-effective.

Agencies can now easily identify, rank, and prioritize intersection signal projects to achieve maximum impact on traffic flow, all without leaving their desks and at a fraction of the cost of conventional hardware equipment.

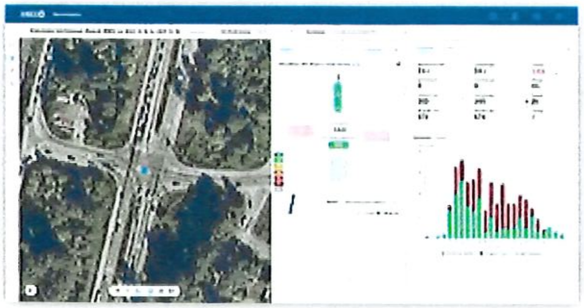
Key Benefits at a Glance

- Continuously monitor every movement in your network without investing in equipment
- Identify performance issues without ever leaving your desk
- Take proactive actions based on deep analysis and reliable performance trends
- Make cities more livable with better traffic flow, improved air quality, and safer intersections

Use Cases

- Identify where signal retiming needs are most urgent
- Rank intersections by their chosen performance metric to prioritize traffic signal projects most effectively
- Quantify the impact of traffic signal management strategies
- A quick and accurate way to test new signal strategies
- Adopting TSMO strategies for traffic signals
- Understand the reliability and performance of a corridor at various times

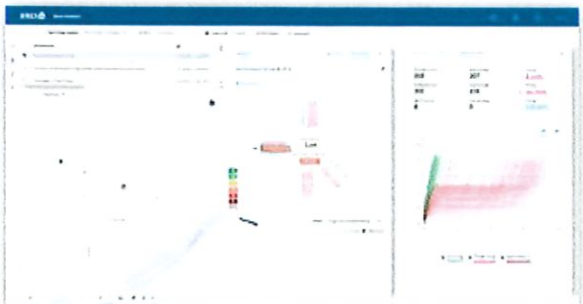
Make your transportation network as efficient as possible with INRIX Signal Analytics



Signal Analytics display of intersections in Austin, TX during a special event, where significant delay is visualized.

Continuously monitor every movement in your network without investing in equipment

Signal Analytics creates a virtual infrastructure by continuously collecting connected car data across the entire network and provides accurate metrics for every movement and every intersection at a fraction of the cost of hardware-based solutions.



Signal Analytics display of intersections in Washington State. Each intersection can be selected to reveal detailed metrics at the movement level.

Identify performance issues without ever leaving your desk

By transforming trillions of data points into detailed and transparent metrics and trends, Signal Analytics helps agencies quickly answer almost any intersection- and corridor-related question to prioritize traffic signal projects and make meaningful improvements.

CATT Lab Signal Analytics in Austin, TX, where custom intersection reports for desired dates and time periods can be performed.

Take proactive actions based on deep analysis and reliable performance trends

Whether you need to reduce delays for just a few signals or improve performance throughout your entire network, Signal Analytics provides functional summaries, detailed scheduled reports, and data visualizations at the click of a button so you can immediately take action rather than waiting for residents to complain.

Signal Analytics dashboard view can be used to understand if the network is improving and where there are potential opportunities to make performance improvements.

Make cities more livable

Poorly timed traffic signals often lead to longer commutes, increased energy use and air pollution, and more crashes. Signal Analytics provides a cost-effective way for agencies to assess and improve traffic signal performance systemwide so they can significantly improve traffic flow, reduce greenhouse gas emissions, and create safer intersections.

Key Metrics and Features

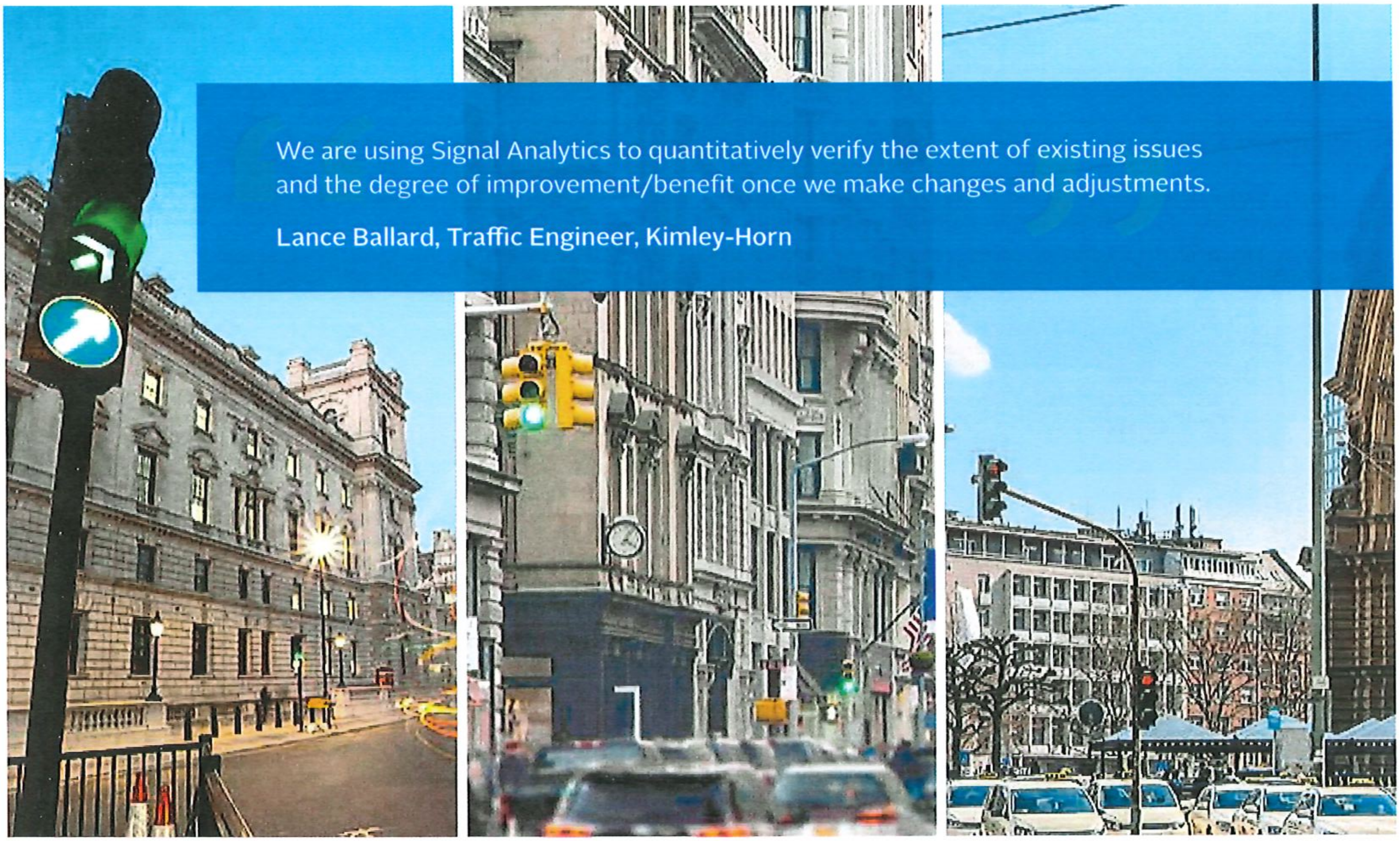
Signal Analytics provides agencies with the powerful insights they need to identify and solve performance issues at scale in a cost-effective way.

Key Metrics

- **Delay:** The extra time required at an intersection due to slowing attributed to the signal compared to measured free-flow speeds.
- **Level of service:** A qualitative measure describing operational conditions within a traffic stream, based on average control delay.
- **Arrival on Green:** The percent of vehicles at the intersection without a stop recorded.
- **Split Failures:** The number of occurrences of a green light failing to meet vehicle volume demand, resulting in a vehicle stopping more than once at a traffic light.
- **Turning Movements:** The number of observed vehicles making left or right turns and through movements at the intersection for a chosen time period.
- **Travel Time:** The distribution of travel time for each movement at each intersection approach.
- **Approach Speed:** The speed distribution of vehicles directly before the intersection.

Key Features

- **Intersection Analysis Module:** Powered by CATT Lab, this module allows you to dig deeper with a custom inspection of an intersection, such as running reports to determine when intersections are under performing or before and after reports to determine if a problem was solved.
- **Trajectory Plots:** Visualize vehicle traces for any movement or approach at an intersection. Zoom into any time of day to perform a floating car study without ever leaving the office.
- **Corridor Metrics:** Understand and analyze the reliability and performance of corridors at various times of the day. Signal Analytics makes it easy to define the beginning and end of corridors you are interested in.
- **Self-Serve:** Easily identify and select intersections and corridors using an interactive map.
- **Scheduled Reports:** Daily, weekly, and monthly scheduled reports provide details on the subscribed intersections & corridors, highlighting key metrics, problems, and trends along with visual infographics.
- **Interactive Dashboard:** Easy-to-use dashboard includes every metric needed to understand intersection performance, including control delay, split failures, turn ratio, volume, and more.
- **Virtual Infrastructure:** Massive amounts of anonymous vehicles data enables granular insights without relying on expensive hardware or fieldwork.
- **Easy -To-Use:** An intuitive and easy-to-use cloud-based application that doesn't require IT resources or data scientists to gain insights.



> We are using Signal Analytics to quantitatively verify the extent of existing issues and the degree of improvement/benefit once we make changes and adjustments.
>
> **Lance Ballard, Traffic Engineer, Kimley-Horn**

Data You Can Trust: Signal Analytics uses over 130 million vehicle intersection crossings per week covering approximately 240,000 intersections (and growing) to provide granular insights and leverages detector-based signal analytics platforms to validate and improve the parameters.

- GPS point data used in Signal Analytics is updated every 5 seconds or less
- Results are generated at 15-minutes granularity at intersection, approach, movement, and corridor level
- Complete detail and transparency of metrics and trends are provided

INRIX enables smarter mobility by empowering cities, people, and businesses with the best data, tools, and insights to make movement smarter, safer, and faster. As a leader in mobility data and location intelligence for more than 15 years, INRIX helps world class organizations make calculated decisions about the world around them. INRIX turns 36B+ mobility data points into insights for some of the most innovative public sector agencies, automakers, and businesses so they can deliver better products and services to their customers and constituents.

INRIX is a leading Mobility & Location Based Platform Globally

- INRIX captures 120M trips per day in the US (1 out of every 7 miles driven in US)
- Insights are sourced from 145+ countries
- 36B+ real-time data points collected each day, 25M+ every minute
- 2T+ KM of vehicle trip data representing 35B+ driving hours

Learn more @ INRIX.com/signals

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