

**MPO REGIONAL DATA AND  
TRANSPORTATION ANALYTICS (“MRDATA”)  
AGREEMENT NO. 24-04**

**TASK WORK ORDER  
NO. 4  
BETWEEN  
BROWARD METROPOLITAN PLANNING  
ORGANIZATION  
 (“BMPO”)  
and  
DELOITTE CONSULTING LLP  
 (“Consultant”)  
for  
SMART GRANT DOCUMENTATION SUPPORT  
& DEVELOPMENT OF SMART METRO DATA  
AND AI STEWARDSHIP ENTITY**

**Task Work Order No. 4 Start Date: Upon Written Notice to Proceed**

**Task Work Order No. 4 End Date: May 31, 2026**

**Total Not to Exceed Amount: \$349,986.88**

**Pursuant to and as provided in the attached TASK WORK ORDER NO. 4 Contractor’s Fixed Price  
(Exhibit “A”)**

Pursuant to Task Work Order No. 4 (and Exhibit B, attached hereto) and including Scope of Services, the Consultant shall perform the following tasks to complete the requested services and deliverables in adherence with the MPO Regional Data and Transportation Analytics (MRDATA) Agreement Number 24-04 (hereinafter referred to “Agreement No. 24-04”).

The Consultant acknowledges that all Task Work Orders are subject to availability of funds, and subject to services rendered by the Consultant along with a Written Notice to Proceed authorization by the Broward MPO’s Project Manager or designee.

# **SCOPE OF SERVICES SMART GRANT DOCUMENTATION SUPPORT & DEVELOPMENT OF SMART METRO DATA AND AI STEWARDSHIP ENTITY**

## **INTRODUCTION:**

The Broward MPO (BMPO) has the need for a Task Work Order to prepare detailed technical reports for grant documentation and Data and AI Stewardship Entity for a project simulation platform known as SMART METRO initiated by the USDOT Strengthening Mobility and Revolutionizing Transportation (SMART) grant. RFP No. 24-04 was issued for the purpose of selecting a consultant to perform the type and scope of work listed below. The following background and work steps, organized by task, outline the scope of services to be performed by the Consultant as part of this Task Work Order No. 4.

## **Background:**

As part of its MPO Regional Data and Transportation Analytics (MRDATA) efforts, BMPO is developing a digital twin platform that provides transportation, safety, land-use, and other analyses while allowing for efficiency and flexibility in data sources. As a platform, this system will host various data science, geospatial analytics, and simulations on the same cloud infrastructure with an integrated user interface. This system will help to inform short-term and long-term planning, policy development, efficient decision making, and project prioritization by providing high-fidelity, high-resolution data and analysis.

The USDOT awarded BMPO a Strengthening Mobility and Revolutionizing Transportation (SMART) Stage 1 grant to deliver a prototype, also known as "SMART METRO". This Stage 1 grant included governance and stakeholder engagement, systems integration and cloud configuration, and applied analysis of two use case projects. To conclude the Stage 1 grant process, BMPO seeks through this Task Work Order No. 4 to have the Consultant provide the services herein and to assist in the development of a Data and AI Stewardship Entity responsible for sustaining and managing SMART METRO across multiple participating organizations. The Data and AI Stewardship Entity will serve as the coordinating body to enable long-term funding, governance, and technical maintenance of SMART METRO.

## **REQUIRED SERVICES:**

The Consultant shall perform the following tasks as Task Work Order No. 4.

### **TASK 1: SMART PROJECT DOCUMENTATION ACTIVITIES**

For proper SMART Stage 1 Grant documentation, the Consultant shall be responsible for the proper completion and documentation of the grant-funded project in compliance with all applicable federal and state laws and regulations, including but not limited to 2 CFR Part 200, Public Access requirements. The Consultant shall perform all task necessary to satisfy documentation requirements; shall deliver to the BMPO and USDOT (e.g., the National Transportation Library) all data, documents, and information provided to Consultant by the BMPO, as well as all data, documents and information developed or generated by Consultant on behalf of the BMPO during the period of performance of the Agreement No. 24-04, and the SMART Grant's Guide to Data Packaging for Project Documentation.

Task 1 activities include the following:

- Compile and deliver all project-related data, documents, records, and information created by Consultant on behalf of the BMPO pursuant to Agreement No. 24-04.
- Except for Contractor IP, deliver all software code, algorithms, models, workflows, system configurations, and related technical documentation developed by Consultant

on behalf of the BMPO under Agreement No. 24-04, in both native and accessible formats dictated by the National Transportation Library Guidelines.

- Provide an inventory of datasets, algorithms, code repositories, technical documentation, version history, licensing terms (if applicable), models, and documentation, including formats and metadata.
- All intellectual property (IP) developed by Consultant on behalf of the BMPO under Agreement No. 24-04 shall be delivered to BMPO and shall become the sole property of the BMPO and USDOT, subject to any applicable federal terms and conditions. No rights, licenses, or interest in such IP shall be retained by the Consultant, except for Contractor IP.
- Prepare and submit all final financial reports, expenditure summaries, and other applicable financial documents to align with USDOT standards.
- Conduct an internal review to confirm that BMPO has satisfied all SMART Stage 1 Grant conditions and requirements.
- Maintain regular communication with the BMPO to confirm progress on documentation activities monthly, including preparing meeting notes and correspondence of all outstanding items and issues.

**The due date for the completion of Task 1 deliverables is no later than February 28, 2026.**

**Deliverables for Task 1 include the following:** Complete data transfer package deliver to the BMPO and the USDOT, National Transportation Library, in both native and accessible formats. Final financial report according to BMPO-provided format.

## **TASK 2: DEVELOPMENT OF A DATA AND AI STEWARDSHIP ENTITY TO SUSTAIN SMART METRO**

The BMPO recognizes the mutual benefits of technology and innovation and agrees to explore how a new or existing entity dedicated to the stewardship of SMART METRO can advance its mission. This envisioned entity's role shall be to maintain continuity of operations, and governance among all participants. The purpose of this scope of work is to define the options to create and sustain such as the Data and AI Stewardship Entity, including funding mechanisms, technical management, and collaborative functions necessary for its effective operation. The intent of the Entity is to make SMART METRO a reliable, efficient, secure, and enduring asset to all users.

Task 2 activities are described in the following subtasks:

### **Subtask 2a: Stakeholder Engagement**

- Develop a stakeholder engagement plan identifying external partnerships, communication "best practices", and feedback loops for all Task 2 subtasks in a collaborative, open, and transparent manner.
- Facilitate at a minimum of four (4) stakeholder meetings on the content of tasks 2b through 2d with representatives from organizations including but not limited to the Association of Metropolitan Planning Organizations (AMPO), National Association of Regional Planning Councils (NARC), and other MPOs.

**The due date for the completion of Task 2a deliverables is no later than May 30, 2026.**

**Deliverables for Task 2a include the following:** Stakeholder engagement plan. Meeting agendas, presentations, notes, and action items (for minimum of four (4) meetings). Final Report summarizing process,

progress, and opportunities for stakeholder engagement within the Data and AI Stewardship Entity.

### **Subtask 2b: Organizational Options**

- Draft appropriate governing board membership structure, such as size and composition.
- Draft appropriate policies and procedures for conflict of interest and ethics to for transparency and compliance.

**The due date for the completion of Task 2b deliverables is no later than January 31, 2026.**

**Deliverables for Task 2b include the following:** Draft governing board structure.

### **Subtask 2c: SMART METRO Funding and Resource Deployment**

- Identify sources of funding against platform operational costs and other potential expenditure for resources for SMART METRO's continued operations.
- Draft example financial management reports to governing board and the public.

**The due date for the completion of Task 2c deliverables is no later than March 31, 2026.**

**Deliverables for Task 2c include the following:** Funding Options and Financial Management Report template.

### **Subtask 2d: SMART METRO Management and Technical Operations**

- Research and develop methods for data repository.
- Using the existing prototype as a baseline, develop technical operations manual framework detailing system architecture, cybersecurity requirements, and access management tiers and permissions.
- Develop an example scope of services for consultant resources for SMART METRO's existing and future technical management and operations.

**The due date for the completion of Task 2d deliverables is no later than April 30, 2026.**

**Deliverables for Task 2d include the following:** Data Repository Methodology Report, Operational Manual, and example Scope of Services for continued management and operations of SMART METRO.

### **Subtask 2e: SMART METRO Performance Monitoring and Reporting**

- Develop key performance indicator (KPI) framework with baseline and targets for SMART METRO's prototype and at-scale implementation.
- Develop an annual performance report template based on industry best practice to track performance, usage, efficiency, and other metrics.

**The due date for the completion of Task 2e deliverables is no later than May 30, 2026.**

**Deliverables for Task 2e include the following:** KPI Framework and Annual Performance Report Template.

**SCHEDULE**

Payment will be rendered to the Consultant on a milestone basis, upon BMPO's acceptance of final deliverables for each Task & Subtask. Milestone payments will reflect the budget allocation for each task in accordance with the below table.

| <b>Task Title</b>                              | <b>Completed No Later Than:</b> | <b>Budget Percentage</b> |
|--|---------------------------------|--------------------------|
| TASK 1: SMART Project Documentation Activities | February 28, 2026               | 10%                      |
| Subtask 2a: Stakeholder Engagement             | May 30, 2026                    | 20%                      |
| Subtask 2b: Organizational Development         | January 31, 2026                | 25%                      |
| Subtask 2c: Funding & Resource Deployment      | March 31, 2026                  | 20%                      |
| Subtask 2d: Management & Technical Operations  | April 30, 2026                  | 20%                      |
| Subtask 2e: Performance Monitoring & Reporting | May 30, 2026                    | 5%                       |

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**AGREEMENT NO. 24-04 TASK WORK ORDER NO. 4 BETWEEN THE BROWARD METROPOLITAN PLANNING ORGANIZATION AND DELOITTE CONSULTING LLP FOR SMART GRANT DOCUMENTATION SUPPORT & DEVELOPMENT OF SMART METRO DATA AND AI STEWARDSHIP ENTITY**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Task Work Order No. 4 on the respective dates under each signature.

**Deloitte Consulting LLP**

**Broward Metropolitan Planning Organization  
Chair**

BY: \_\_\_\_\_  
PRINT: \_\_\_\_\_  
Title: \_\_\_\_\_  
DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
PRINT: Yvette Colbourne  
DATE: \_\_\_\_\_

**Broward Metropolitan Planning Organization  
Executive Director**

**Broward Metropolitan Planning Organization  
General Counsel**

BY: \_\_\_\_\_  
PRINT: Gregory Stuart  
DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
PRINT: Alan L. Gabriel  
DATE: \_\_\_\_\_

EXHIBIT A  
 TASK WORK ORDER NO. 4  
 CONTRACTOR'S FIXED PRICE

**Total Firm Fixed Price Amount: \$349,986.88**

| Prime Consultant : Deloitte |                    |                     |                                    |                            |                              |                      |
|-----------------------------|--------------------|---------------------|------------------------------------|----------------------------|------------------------------|----------------------|
| Classification              | Engagement Leader  | Project Manager     | Technology Solution Specialist III | Transportation Planner III | Business Strategy Analyst II |                      |
| <b>Hourly Rate</b>          | \$ 424.36          | \$ 344.79           | \$ 259.92                          | \$ 238.70                  | \$ 228.09                    | Task Hours Total     |
| Task 1 Hours                | 8                  | 15                  | 10                                 | 160                        | 160                          | 353                  |
| Task 2 Hours                | 15                 | 45                  | 70                                 | 480                        | 480                          | 1090                 |
| <b>TOTAL HOURS</b>          | <b>23</b>          | <b>60</b>           | <b>80</b>                          | <b>640</b>                 | <b>640</b>                   | <b>1443</b>          |
| <b>SUBTOTAL FEE</b>         | <b>\$ 9,760.28</b> | <b>\$ 20,687.40</b> | <b>\$ 20,793.60</b>                | <b>\$ 152,768.00</b>       | <b>\$ 145,977.60</b>         | <b>\$ 349,986.88</b> |
| <b>TOTAL FEE</b>            |                    |                     |                                    |                            |                              | <b>\$ 349,986.88</b> |

EXHIBIT B  
SPECIAL TERMS AND CONDITIONS  
TASK WORK ORDER NO. 4

Notwithstanding anything in the Agreement No. 24-04 to the contrary, including Agreement, Section 1.4, it is agreed by both parties that this section entitled Special Terms and Conditions hereby modify the Agreement for purposes of this Task Work Order No. 4 (“TWO 4”) and that these terms and conditions are fully enforceable with respect to this TWO 4. In the event of an inconsistency between the provisions of this TWO 4 and the Agreement No. 24-04, the provisions of this TWO 4 will take precedence.

1. Section 1.3 of the Agreement No. 24-04 is modified as follows:

The parties agree that the Services and the Federal Contractual Provisions, as specified in Exhibits “A”, “B” and “C” (hereinafter collectively referred to as the “Scope of Services” or “Services”) contain the description of Contractor’s obligations and responsibilities and each TWO 4 shall specify all necessary labor, materials, equipment, and tasks. These elements are integral to the TWO 4; omission of any part would render the Contractor’s performance impractical, irrational, or unreasonable.” Contractor shall not be liable for the failure to meet time periods specified herein resulting in whole or in part from events, causes, or responsibilities that are outside of Contractor’s direct control, including, but not limited to BMPO’s (or its personnel, or other third-party contractors) actions or inactions or the failure by the State to meet its responsibilities.

2. Section 3.1 of the Agreement No. 24-04 is modified as follows:

Notwithstanding anything to the contrary in Section 3.1, if proprietary software or technology is required for a task work order, the amount of compensation payable by the BMPO to CONTRACTOR shall also be based on annual license agreements as included in this TWO 4. All other services shall be specifically outlined in this TWO 4.

3. With respect to all withhold provisions in the Agreement No. 24-04 (*including, but not limited to, Sections 3.3, 3.4, 4.6, 5 and 7.2*), both parties agree that, upon written notice, BMPO may reduce the payments that it makes to CONTRACTOR in the event of a dispute over services performed by CONTRACTOR in the amount that under this TWO 4. for any disputed of such disputed services under this TWO 4 until such dispute is resolved

4. Section 4.3. of the Agreement No. 24-04 is modified as follows:

Termination of this Agreement by the BMPO for cause pursuant to Section 4.1 shall include but not be limited to, failure to materially perform the services in accordance with this Agreement or breaches of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.

5. Section 5 of the Agreement No. 24-04 is modified as follows:

INDEMNIFICATION AND LIMITATION OF LIABILITY

To the fullest extent permitted by law, the CONTRACTOR hereby agrees to indemnify, defend and hold harmless the BMPO, and its officials, employees and agents, from liabilities, damages, losses and costs including, but not limited to, reasonable attorneys' fees, attributable to claims of third parties solely for bodily injury, death, or physical damage to real or tangible personal property, to the extent directly and proximately caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of its Services under this Agreement. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

CONTRACTOR, its subsidiaries and subcontractors, and their respective personnel shall not be liable to the BMPO for any claims, liabilities, damages, or expenses relating to this TWO 4 or the Services ("Claims") for an aggregate amount in excess of two times the fees paid and payable by the BMPO to CONTRACTOR under this TWO 4, except to the extent resulting from the recklessness, bad faith or intentional misconduct of CONTRACTOR or its subcontractors. In no event shall CONTRACTOR, its subsidiaries or subcontractors, or their respective personnel be liable to the BMPO for any loss of use, data, goodwill, revenues, or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this TWO 4 or the Services.

Nothing herein is intended to serve as a waiver of sovereign immunity by the BMPO nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The BMPO is subject to section 768.28, Florida Statutes, as may be amended from time to time. The provisions of this section shall survive termination of this Agreement.

6. The first sentence of Section 6.1 the Agreement No. 24-04 is modified as follows:  
CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverages as set forth in the RFP (Exhibit "A").
7. Section 7.2 of the Agreement No. 24-04 is modified as follows:  
Ownership of Documents. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided to CONTRACTOR by BMPO in connection with this Agreement are and shall remain the property of BMPO. In the event of termination of this Agreement, except for CONTRACTOR IP, any reports, photographs, surveys and other data and documents prepared or created by CONTRACTOR on behalf of BMPO pursuant to this Agreement ("Deliverables"), whether finished or unfinished, shall become the property of BMPO and shall be delivered by CONTRACTOR to the BMPO Executive Director within seven (7) days of termination of this Agreement by either party, provided that any unfinished work product will be provided on an as-is basis, without warranty of any kind. Subject to the terms and conditions contained herein, CONTRACTOR hereby grants to BMPO the right to use, for BMPO's internal business purposes, any CONTRACTOR IP included in the Deliverables in connection with its use of the Deliverables. Except for the foregoing license grant, CONTRACTOR or its licensors retain all rights in and to CONTRACTOR IP. For purposes of this Agreement (i) "CONTRACTOR IP" means works of authorship, materials,

information, and other intellectual property created prior to or independently of the performance of the Services or created by CONTRACTOR or its subcontractors as a tool for their use in performing the Services, plus any modifications or enhancements thereto and derivative works based thereon.

8. The second and third paragraphs of Section 7.10 of the Agreement No. 24-04 are modified as follows:

CONTRACTOR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the RFP and to provide and perform such services in a satisfactory manner in accordance with the terms of this Agreement for the agreed compensation.

**[Remainder of this page is intentionally left blank]**