

## EMERGENCY CONSULTING AGREEMENT

McKinsey & Company, Inc. Washington D.C. ("McKinsey" or "Contractor") and Miami-Dade County (the "Client" or "County") hereby agree to the following terms in connection with consulting services that McKinsey will be providing to the Client as further described herein (the "Services").

1. **SERVICES.** The working arrangements, including scope of the Services and Deliverables as defined in Statements of Work issued hereunder, team composition and workplan, are described herein. The Statements of Work ("SOW") shall be in writing and executed by duly authorized signatory of each of the parties. The SOW shall contain a description of the services to be delivered, the personnel to be involved, and the method of the County's reimbursement of the Contractor, all in the manner more specifically described below. These Services and Deliverables are being provided as covered countermeasures to the COVID-19 epidemic pursuant to the U.S. Department of Health and Human Services' February 4, 2020 Declaration pursuant to the Public Readiness and Emergency Preparedness Act, and are to be used as authorized by any public agency to which they ultimately may be provided. The Services and Deliverables are an extension of and supplement to the government functions performed by the receiving public agency. The parties may meet at mutually agreed times to discuss the progress of the Services and to exchange feedback. In order to be able to complete the Services within the timeframe and budget and to fulfill its responsibilities on a timely basis in the manner described in the applicable SOW, McKinsey will rely on the Client's timely cooperation, including the Client making available relevant data, information and personnel, performing any tasks or responsibilities assigned to the Client and notifying McKinsey of any issues or concerns the Client may have relating to the Services. During the course of the Services, priorities may shift or unexpected events may occur which may necessitate changes to the Services. In this event, the parties will jointly discuss the anticipated impact on the Services and agree on any appropriate adjustments, including to the scope of work, timeframe and budget set forth in any affected SOW. Any such modifications to the scope of work, timeframe and budget may only be made in writing by a duly authorized representative of the Client and Contractor. McKinsey will not provide advice, opinions or recommendations on policy or political matters nor will it be involved in, or support, any advocacy, policy, or lobbying efforts.

The Client acknowledges and agrees that the situation around COVID-19 is highly dynamic, evolving rapidly, subject to significant uncertainty, a lack of reliable information and other events completely beyond the parties' control. McKinsey cannot and will not give medical, regulatory, public health or legal advice. The Client must consider this context and secure appropriate legal, medical and other relevant advice prior to making any decisions in connection with the Services. McKinsey's Services are being provided on an expedited basis and may not have the benefit of certain detailed analyses in performing the Services.

2. **COMPENSATION.** The Client shall compensate McKinsey for its professional fees and expenses in connection with the Services, as set forth in this agreement. The method of compensation shall be agreed upon in the applicable SOW. The SOW may provide for lump sum reimbursement, payable upon completion of defined milestones, percentage of completion or periodic reimbursement.

In anticipation of each SOW, McKinley shall prepare and deliver to the County a written proposal (the "Proposal"). The Proposal shall identify the proposed method of reimbursement. If the Proposal is a lump sum, it shall contain a proposed lump sum price, a definition of the scope of services included and excluded, and a proposed methodology for payment of the same. If the payment is based on milestones, the Proposal shall contain defined and verifiable milestones and proposed schedule.

Upon the County's written acceptance of a Proposal, the same shall become an SOW which shall authorize McKinley to invoice the County in accordance with its terms. McKinsey will invoice the Client for professional fees and expenses in connection with the Services monthly or as otherwise set forth in the applicable SOW. All invoices issued in connection with an approved SOW are due and payable immediately on presentation. Should any invoice remain unpaid for more than 30 days after presentation, interest will accrue on the outstanding amount at the rate of 1% per month, calculated from the 31<sup>st</sup> day after presentation until the date of payment.