

Confidential

MEMORANDUM of AGREEMENT

October 9, 2020

TO: Nueces County Judge Barbara Canales
FR: Crosswind Media & Communications, LLC
RE: SAFE VOTING Scope-of-Work Proposal

Dear Judge Canales,

Thank you for the opportunity to assist Nueces County in promoting safe voting during the Covid-19 pandemic.

As emergency manager for Nueces County, I am sharing with you revised plans prepared for the County Clerk which have been revised to specifically address voting safety under the threat of Covid-19 around the Nov. 3, 2020 election.

In this challenging time of uncertainty and with the current health pandemic, it's imperative to **increase voter confidence in the safety of the process**. Our team is excited about the prospect of working with you to help inform Nueces County citizens on the safe voting process and procedure for 2020.

This letter serves as a high-level proposal and should serve as our agreement and outlines the terms and conditions under which Crosswind Communications, LLC is retained by and agrees to provide immediate and ongoing communications strategy and counsel, create messages and support media relations to and on behalf of the Office of Nueces County Judge (referred to hereafter as "Nueces County").

Specifically, Crosswind's scope of work will seek to:

- Educate Nueces County voters about the safety and security of voting during the pandemic.
- Make voters confident that they will be safe when voting
- Demonstrate Nueces County transparency and accountability as it relates to voter safety.
- Demonstrate voting is safe and reliable.

We'll accomplish this by working closely with you and your staff on a multi-pronged informational campaign to include:

- Bilingual Vote Safely mailpiece
- Public Service Announcements
- Media Relations programs to educate multicultural audiences

- Regular media engagement and briefings
- Digital and Social Media Strategy
- Media purchasing of out-of-home, broadcast and digital media
- Creative production of graphic, video, digital content
- Additional Signage surrounding polling places
- Advertise Curbside Voting for qualified voters
- Help recruit additional poll workers and additional Nueces County support personnel.
- Guest columns from bi-partisan opinion leaders on importance of voting and voting safety

Proposed Activities

- Write and design Vote Safely mailpiece
- Signs for polling locations
- PSA's
- Social media: create content calendar with photos, videos, voter safety guide content and a count down to important dates and links (voter registration deadline, where to check your registration, early voting, election day)
- Vote Safely Guidelines posted to website
- Local TV and radio
- Email newsletter
- Write and place op-ed in local paper
- Social media: poll worker and staff stories, "What voting means to me."
- Media relations and pitching
- Media relations to include newspaper editorial board meeting
- Social media: share early voting information and turnout numbers
- VOTE AMBASSADORS – Travel to key areas of community and promote safe and responsible voting
 - Deploy promotion/media-wrapped vehicle

November 3, 2020

- Election Day media support
- Social media: Polling location updates
- Signage at polling places

2020 Vote Safely Guideline: How to Vote Safely in Nueces County

- Bilingual
- Curbside voting (EX: Who is allowed to do this? How do you get approved?)
- COVID-19 safety measures (curbside voting, absentee ballot requests to all voters 65+, masks, hand sanitizer, etc.)
- Clear voting instructions
- Poll worker photos

- Do's and don'ts for voter safety
- What's new this year (Keeping the process safe)
- Sample ballot
- FAQs

Fees, expenses and billing

Crosswind has a “know-before-you-owe” policy that consistently serves our clients by ensuring that significant projects and/or costs are agreed upon in advance and approved, in writing, before proceeding. This eliminates all surprises.

For the proposed services outlined above, fees would be:

FEES	
How to Vote Safely Under Covid-19	\$20,000
Video scripts and production oversight	\$8,000
Media relations and consulting, including Election Day coverage	\$20,000
Editorial Content development - Writing, Guest Columns,	\$12,000
Digital and social media strategy	\$7,500
Voting Ambassadors	\$25,000
Creative Material Costs (additional), Newsletter Printing and Mailing, Postage, or Video Production, Spanish Translations; Graphic design	\$40,000 (est)
Media Purchases - Outdoor, Out-of-home (transit, mobile) - Broadcast, TV & Radio - Print - Digital & Social - Vehicle Media Wrap	\$129,000
Post-Election Reporting & Management	\$10,000
ESTIMATED TOTAL	271,500

These listed fees do not include likely out-of-pocket expenses that may be incurred, such as those associated with travel, or media wire services. The monthly fee will be due

and payable on the first date of the month for which the fee applies. Expenses will be billed in the subsequent month the expense is incurred. Crosswind invoices will be billed on the first day of the month for which service is provided and invoices are due and payable upon receipt. If the fee is not received within ten (10) days after Nueces County's receipt of an invoice, then Crosswind's services may be immediately suspended until payment in full is received.

Any fees and expenses for incidental expenses which are not covered by these listed fees must be approved by Nueces County prior to those fees or expenses being incurred by Crosswind, except for out-of-pocket expenses incurred in the normal course of executing the responsibilities outlined in the Scope of Work section.

Nueces County assumes full liability and responsibility for any expenditures resulting from agreements it has authorized Crosswind to enter for services from third-party vendors.

Expenses and third-party contracts

Crosswind shall be responsible for all expenses in performing its services, except for any expenses which Nueces County has approved in writing to reimburse Crosswind.

Nueces County assumes full liability and responsibility for any expenditures resulting from agreements it has authorized Crosswind to enter for services from third-party vendors, but only to extent such expenditures have been fully disclosed to, and approved in writing by Nueces County.

Period of agreement

This agreement is operative as of the effective date of October 7, 2020 and will expire on December 7, 2020.

Confidentiality

Each party to this agreement will treat as confidential and properly safeguard any and all information, documents, papers, programs and ideas relating to the other party, its operations, finances and products, disclosed to the receiving party and designated by the disclosing party as confidential or which should be reasonably understood to be confidential.

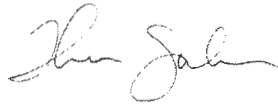
In the course of performing services under this agreement, Crosswind may disclose information as Nueces County shall have approved for disclosure. Information obtained from third parties shall not be subject to this agreement. This provision shall survive the

termination of this agreement and shall remain in full force and effect for a period of three (3) years following the completion of services.

Compliance with Laws; Indemnification

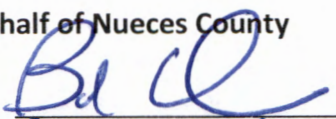
Crosswind shall comply with all applicable laws and regulations in the performance of its services. Each party (the Firm and Client) shall indemnify and hold harmless the other party, including Affiliates and each of their respective officers, trustees, directors, agents, shareholders, employees, representatives, successors, and related companies and assigns from and against all Claims of Third Parties, and all associated Losses (judgments, damages, costs, expenses and fees), to the extent arising out of (a) a Party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants, or agreements under this Agreement.

On behalf of Crosswind Communications, LLC (dba Crosswind Media & Public Relations)



By: _____
Name: Thomas Graham
Crosswind Media & Public Relations
P.O. Box 264, Austin, Texas 78767
Title: President and CEO
Date: October 9, 2020

On behalf of Nueces County



By: _____
Name: Barbara Comales
Title: Nueces County Judge
Date: 10/12/2020

By: _____
Name:
Title:
Date:

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