Item 5a:

- No documents

Item 6a:

- Safety video by Monomoy High School Students (Jason Morrison and Jack Fernandes which can be found at: https://www.youtube.com/watch?v=Ktmr_iwKBEM&index=4&list=PLzBxrvXzs-5Gj1JkkaxJxc7qE6HhUXXwQ

Item 6b:

- Power Point Presentation by the Cape Cod Metropolitan Planning Organization and the Cape Cod Commission on the MassDOT Complete Streets Funding Program

Item 8a:

- Summary of Certification of Town Votes for Barnstable County Register of Deeds.
- Notification to Register of Deeds of their election
- Notification to the Secretary of State

Item 8b:

- Agreement with Grouper Marketing & Creative to provide marketing services for Children’s Cove, for an amount not to exceed $50,000.00 for period through June 30, 2019
AGENDA ITEM 6b

Discussion on the progress the Cape Cod towns are making relative to the MassDOT Complete Streets Funding Program
Cape Cod Complete Streets
<table>
<thead>
<tr>
<th>What is a Complete Street?</th>
<th>Benefits of Complete Streets</th>
<th>Context Sensitivity</th>
<th>MassDOT Complete Streets Funding Program – Background and Eligibility</th>
<th>Resources</th>
<th>Questions/Comments</th>
</tr>
</thead>
</table>
What is a Complete Street?

“A Complete Street is one that provides safe and accessible options for all travel modes - walking, biking, transit and vehicles – for people of all ages and abilities.” (MassDOT definition)
Benefits of Complete Streets

Improved health through healthy transportation
+ 65% of residents are more likely walk if sidewalk are present\(^1\)

Improved safety
+ Sidewalks reduce pedestrian crashes 88%\(^2\)
+ Shoulders reduce pedestrian crashes 71%\(^3\)
+ Countdown signals reduce crashes 25%\(^2\)

Improved economy
+ Spurs economic activity and private investment \(^4\)
+ Increases property values \(^5\)

---

Context Sensitivity

Complete Streets are context sensitive – design elements will depend on:

+ Vehicle volumes and speeds
+ Density and type of development
+ Pedestrian and bicyclist demand
+ Constraints present
MassDOT Complete Streets Funding Program

Background
+ Funding authorized by 2014 Transportation Bond Bill

Eligibility
+ Tier 1: Training and Complete Streets Policy Development
+ Tier 2: Prioritization Plan Development (up to $38,000 per community available for technical assistance)
+ Tier 3: Project Funding for Construction (up to $400,000 available per community for eligible construction expenses)

For details see:
https://www.massdot.state.ma.us/Portals/8/docs/CompleteStreets/FundingProgramGuidance.pdf
MassDOT Complete Streets

Funding Program Participation

As of 11/15/2018. Source: masscompletestreets.com
RESOURCES

Massachusetts Complete Streets Funding Program Portal
https://masscompletestreets.com/

Complete Streets/Living Streets
A Design Manual for Cape Cod

Eastham Complete Streets
http://www.capecodcommission.org/EasthamCompleteStreets
PUBLIC LISTENING SESSION
Wednesday, February 28, 2018 at 4:00 pm Eastham Public Library 190 Samoset Road, Eastham, Mass.

What do you think would improve Eastham’s streets for bicyclists and pedestrians? The Town of Eastham and the Cape Cod Commission want to hear your thoughts. Join us for a public meeting to help us understand the issues and opportunities in your town. Based on the information from this meeting, improvements in Eastham will be listed in a Prioritization Plan that will help your town gain access to state and federal funding.

Q: What is a “Complete Street”?  
A: A Complete Street provides accommodations for all users including motorists, pedestrians, bicyclists and persons with disabilities.

For more information, please visit www.capecodcommission.org/EasthamCompleteStreets or call 508-362-3828
“Walkscore” Gap Analysis

Roads that do not currently accommodate pedestrians but are near activities are shown using the following priority color scale:

- 0-20 Lowest
- 21-40 Low
- 41-60 Medium
- 61-80 High
- 81-100 Highest
<table>
<thead>
<tr>
<th>Project I.D.</th>
<th>Rank</th>
<th>Projects</th>
<th>Total Cost</th>
<th>Funding Requested</th>
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<tbody>
<tr>
<td>p24</td>
<td>1</td>
<td>Samoset Rd (E): Sidewalk &amp; Shoulders</td>
<td>$725,000</td>
<td>$400,000</td>
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<tr>
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<td>Great Pond Rd: Shoulders</td>
<td>$227,000</td>
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<td>Locust Rd &amp; Salt Pond Rd: Shoulders</td>
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<tr>
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<td>p11</td>
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<td>Herring Brook Rd: Sidewalk &amp; Shoulders</td>
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<td>p28</td>
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<td>p17</td>
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<tr>
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<td>McKoy Rd: Shoulders</td>
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<td>Old Orchard Rd: Sidewalk &amp; Shoulders</td>
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<tr>
<td>p14</td>
<td>28</td>
<td>Nauset Bike Trail Extension</td>
<td>$456,000</td>
<td>$400,000</td>
</tr>
</tbody>
</table>
THANK YOU

LEV MALAKHOFF
508-362-3828
LMALAKHOFF@CAPECODCOMMISSION.ORG
AGENDA ITEM 8a

Authorizing the County Commissioners Certification of Votes for Register of Deeds for the County of Barnstable
Commonwealth of Massachusetts

BARNSTABLE, S.S.

To the Secretary of the Commonwealth:

In accordance with Section 121, Chapter 54, of the General Laws, you are hereby notified that at the annual state election in the year two thousand eighteen, JOHN F. MEADE of BARNSTABLE, in said County of Barnstable, was chosen by the voters in said County, a Register of Deeds for said County of Barnstable, for the term of six years beginning with the first Wednesday of January in the year succeeding the election, and until his successor is chosen and qualified.

__________________________
Leo G. Cakounes, Chairman

__________________________
Ronald Beaty, Jr., Vice-Chairman

__________________________
Mary Pat Flynn, Commissioner

Board of Commissioners for the County of Barnstable

Dated: November , 2018
Commonwealth of Massachusetts

To JOHN F. MEADE in the County of Barnstable.

The undersigned, the Board of Commissioners for the County of Barnstable, hereby certify, that at the annual state election in the year two thousand eighteen, you were chosen by the voters of said County of Barnstable, a REGISTER OF DEEDS for the term of six years beginning with the first Wednesday of January in the year succeeding your election, and until your successor is chosen and qualified.

______________________________  ________________________________  ________________________________
Leo G. Cakounes, Chairman        Board of Commissioners             for the

______________________________  ________________________________
Ronald Beaty, Jr., Vice-Chairman  County of Barnstable

______________________________
Mary Pat Flynn, Commissioner

Dated: November , 2018
# Votes for Register of Deeds A.D. 2018

<table>
<thead>
<tr>
<th>TOWNS</th>
<th>NAMES / VOTES</th>
<th>WRITE-INS</th>
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<th>TOTAL</th>
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<tr>
<td>MASHPEE</td>
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<td>7,798</td>
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<td>ORLEANS</td>
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<td>1,179</td>
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<tr>
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<td>3,050</td>
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<tr>
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<td>766</td>
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<td>3,073</td>
<td>12,276</td>
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<td><strong>0</strong></td>
<td><strong>119,494</strong></td>
</tr>
</tbody>
</table>

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**Board of Commissioners**

__________________________________Leo G. Cakounes, Chairman

__________________________________

Ronald Beaty, Jr., Vice-Chairman

__________________________________

Mary Pat Flynn, Commissioner

*Dated: November ______, 2018*
AGENDA ITEM 8b

Authorizing the execution of a contract with Grouper Marketing & Creative to provide marketing services for Children’s Cove, for an amount not to exceed $50,000.00 for period through June 30, 2019
AGREEMENT BETWEEN

Barnstable County
3195 Main Street
Barnstable, MA 02630

And Barnstable County

Grouper Marketing & Creative
969 Main Street, Suite F2
Yarmouthport, MA 02675

THIS AGREEMENT is made this day of 2018 by and between (hereinafter referred to as Contractor), and Mary Pat Flynn, Ron Beaty and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: The County Commissioners issued a Request for Quotes for Marketing Services for Children’s Cove

WHEREAS: The quotes were in compliance with MA General Law Chapter 30B

WHEREAS: The contractor is the responsive, responsible bidder offering the lowest price

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker’s compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of “employee” and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The contractor shall perform the scope of services set forth in the Barnstable County Request for Quotes dated November 9, 2018 and the Contractor’s proposal dated November 16, 2018 incorporated herein as Appendix A.


4. Payment. The County shall compensate the Contractor for services provided as on their quotes submitted as Attachment A – not to exceed $50,000.

Upon acceptance of the Contractor’s invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of County. The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation
for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

7. Changes. The County may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Customer costs, which are mutually agreed upon by the Town and the Customer, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Customer shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Customer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 151B §(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided to the County pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Towns. No subcontract or delegation shall relieve or discharge the Customer from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of County and Others. No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County therefor; provided, however that claims for money due or to become due the Contractor from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the
Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Towns requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County or Towns.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. Political Activity Prohibited. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. Anti-Boycott Warranty. During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County or Towns are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County or Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County or Towns must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.
22. Waiver of Liability. The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Exhibit A".

23. Vendors shall submit invoices within 60 days of completing the work.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _______ day of _________ in the year Two Thousand and Eighteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Leo Cakounes

Mary Pat Flynn

Ron Beaty

____________________________________
Date

FOR THE CONTRACTOR:

______________________________
Date

___
Children’s Cove

Request for Information

Prepared by

GROUPER MARKETING & CREATIVE
A REGAN COMMUNICATIONS COMPANY

November 16, 2018
INTRODUCTION

Our Name

Grouper Marketing & Creative
A Regan Communications Company
683 Main Street, Suite C
Osterville, MA 02655
508.420.5566

Who We Are

In April 2018, Regan Communications purchased Grouper Marketing and it inherited a highly skilled creative team that has worked with Children’s Cove for the past six years. The insights gained through experience, paired with the knowledge and skill of branding, advertising and public relations professionals, provide a formidable array of talent to help the Children’s Cove team plan, integrate and execute their marketing communication within the community.

As part of the Pierce-Cote team, we are the largest full-service marketing communications firm on Cape Cod. Our services include advertising, branding, collateral, design, public relations, crisis communications, media services, event management, website design and social media management. The agency has 12 employees located in Osterville.

Regan Communications Group, the 9th largest independently owned Public Relations firm in the United States which is based in Boston and has additional offices in Connecticut, Rhode Island, New York, Washington, D.C., South Carolina and Florida.

Our clients are a diverse mix. Some of the clients served in our Osterville office are:

Barnstable Municipal Airport
Cape and Islands Plastic Surgery
Cape Cod Academy
Cape Cod Chamber of Commerce
Cape Cod Child Development
Cape Cod Fairgrounds
Cape Cod Healthcare
Cape Cod Oyster Company
Cape Cod Regional Transit Authority
CapeFLYER
Children’s Cove
City of Everett
Duffy Health Center
John F. Kennedy Hyannis Museum
Kripalu Center for Yoga and Health
Our Services

Advertising

The agency develops brand positioning to create on-target broadcast, print and digital advertising that connects with a brand’s audience. The advertising is targeted to achieve the objectives of great advertising, create awareness and influence and educate the target audience.

Our agency purchases more advertising media on Cape Cod than any other local agency, which means that not only are we able to negotiate rates, but we also have the most insight in determining the effectiveness of each medium. We have expert design and copywriting, all the way through production execution.

We are experienced in reaching a culturally diverse audience on Cape Cod and the Islands and are able to develop a campaign to ensure inclusivity in the community.

Collateral & Design Standards

The agency uses creative direction and graphic design to help communicate clients’ messages not only through collateral but along with other mediums. The elements of design are infused into attention-getting materials, which are consistent with the brand’s image. We ensure that all marketing materials are consistent with the brand identity standards.

Social and Emerging Media Integration

Our agency staff is experienced in designing and managing comprehensive social media campaigns for clients on various platforms, including Facebook, Instagram, Twitter, Pinterest and YouTube. To the extent that you’d like, we can work with your team to provide support through message development, content suggestions and development of editorial/posting calendars. We also stay on top of emerging trends to ensure we are communicating on relevant platforms. We are able to effectively reach and target residents in the outer Cape, as well as Martha’s Vineyard and Nantucket. With our partnership with the University of Massachusetts, we are able to translate communications messaging to Portuguese- and Spanish-speaking residents.
Public and Media Relations

We will craft and customize a communications strategy for you and implement it to meet the desired goals. Our connections within the media, business and political communities — paired with our creativity in both identifying and conjuring up exciting, newsworthy angles for our clients — are unmatched. Beyond creating our clients’ media materials — including press releases, company bios, media advisories and fact sheets — we constantly work to stay ahead of the curve and develop cutting-edge pitches that will make their brands stand out from the rest.

Our tailored approach to media relations has enabled our team to build long-standing relationships with our contacts at news outlets. We have great experience in managing events and supporting conferences. We have excellent contacts within the media community, which can facilitate editorials in op-ed pieces. Additionally, because the agency has many nonprofit clients, we have become quite skilled in developing publicity for fundraisers. Our talented senior-level crisis communication professionals are seasoned spokespeople and award-winning journalists who share a unique understanding and perspective on the evolution of a crisis and how best to respond. Protecting the value of your brand is our primary objective.

Media Planning and Purchasing

We will collaborate to deliver compelling communications across all media, including broadcast, print, direct, out-of-home and digital campaigns. How we differ from other agencies is that our solutions are dictated by the desired outcome, not the path of least resistance. We communicate our clients’ brands through media that most effectively reach their target audiences and inspire them to act. We will develop and manage an integrated media buying strategy that includes establishment of objectives, media mix recommendation and scheduling.

Budget

Our proposal to fulfill the marketing needs of Children’s Cove for FY2019 is $35,000, inclusive of all agency fees. The work would be billed on a per-project basis at Grouper Marketing’s hourly rates at the time work on the individual project commences.

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<thead>
<tr>
<th>Services at $110/hr.</th>
<th>Services at $95/hr.</th>
<th>Services at $75/hr.</th>
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<tbody>
<tr>
<td>Strategic Marketing Consultation</td>
<td>Edits to Existing Files</td>
<td>Copywriting</td>
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<td>Social Media Management</td>
<td>Project Management</td>
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<td>Art Direction</td>
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<td>Graphic Design</td>
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<td>Digital Photography</td>
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<td>Advertising Design</td>
<td>Conference Management</td>
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** Pricing as of November 14, 2018 **