



City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: January 12, 2023	Department: Parks and Recreation
Meeting Date: February 7, 2023	Department Head: Brad Raney
	Presenter: Consent Agenda

Subject:

To gain approval from the governing body for a trade agreement between Sweetwater Now and Green River Recreation Center.

Background/Alternatives:

The Recreation Center would like to work with Sweetwater Now on trading advertisements for memberships at the Green River Recreation Center. Sweetwater Now has gotten us a list of employees' they would like to participate at the Green River Recreation Center, the monetary value of those memberships is configured, and Sweetwater Now gives the Green River Recreation Center advertising on their stations up to the same financial value (based on their rates).

Attachments:

The Sweetwater Now Agreement for 2023-2024

Fiscal Impact:

There would be no fiscal impact because of the even trade of membership to advertising.

Staff Impact:

There would be no staff impact.

Legal Review:

Pending Legal Review (approved 1/16/2023).

Suggested Motion:

I move to approve the trade agreement between Sweetwater Now and Green River Recreation Center.



Parks & Recreation Department

DATE: January 12, 2023

SUBJECT: The Sweetwater Now Memorandum of Understanding
for trade agreement with Green River Recreation Center

This Memorandum of Understanding (MOU) shall serve as confirmation between Sweetwater Now and the City of Green River (City) for the trading of the monetary value of memberships to Sweetwater Now employees and for the Green River Recreation Center (GRRC) to advertise on Sweetwater Now to the same financial value (based on their rates).

The Parks and Recreation Department has agreed to provide 3 (three) *Recreation Center Individual Annual Passes*, valued at \$350 each (\$1,050) and 1 (one) *Recreation Center Senior Annual Pass*, valued at \$125 for Sweetwater Now in exchange for the advertising with Sweetwater Now for the same monetary value, valued at \$1,175.

The term of this MOU shall be from February 2023 through January 2024. This MOU is to be reviewed annually and can be terminated by either party with a 60-day written notice.

I, the undersigned, agree to the above terms.
Signed,

Sweetwater Now Representative

Date: _____

Signed,

Pete Rust, Mayor

Date: _____



Dave Arambel
 Sales & Marketing
 Phone: 307-922-0700 Ext. 704
 Email: dave@sweetwaternow.com

City of Green River Parks and Recreation Dept.

Sold To

City of Green River Parks and
 Recreation Dept.
 50 E 2nd N
 Green River, WY 82935

Bill To

City of Green River Parks and
 Recreation Dept.
 50 E 2nd N
 Green River, WY 82935

Proposal #: 1162

Date: Jan 20, 2023

Account Rep: Dave Arambel

Billing Email

cduncombe@cityofgreenriver.org

Product

Net

Advertising Trade Agreement with SweetwaterNOW for Recreation Passes

Sponsored Content Advertorial

Sponsored Content: Trade/Barter Qty: 4 Post(s)

Deliver Date: Jan 20, 2023

\$0.00

Sub Total: \$0.00

Sub Total \$0.00
Total \$0.00

NOTES/AMENDMENTS

Client receives any combination of original sponsored content posts and reruns up to \$1,200 to be used any time during the length of the agreement.

Terms and Conditions

Advertising: Advertiser agrees to purchase advertising on SweetwaterNOW (the Network) in accordance to terms listed on this contract. Advertising covers all products on the website, newsletter, social media, podcast network, or other promotion. Invoicing will be on the first of each month for annual contracted advertising and at the time of posting for sponsored content. Advertiser's advertisement or post shall be removed from the Network if payment is not received within ten (10) days of the date payment is due. Network may ask for pre-payment on any advertising on a case-by-case basis. Prior to appearing on the Network, a proof of the ad/post will be emailed to the Advertiser for approval. Changes after initial approval subject to graphic design fees. Graphic design rate is \$75/hr. Photos or ad design may not be reproduced without permission from Network. Advertiser is responsible for providing all information and digital artwork to meet SweetwaterNOW's specifications, if providing own creative. The Network reserves the right to determine the suitability of all ads submitted for distribution, and to reject advertising that does not meet its editorial or digital criteria.

Conditions of Agreement: The person signing this contract warrants that he/she has full authority to sign on behalf of the Advertiser. The Advertiser warrants that he/she has the right to use any trademark request and agrees to hold Network harmless from any liability and/or claims and will pay all expenses incurred in the defense thereof, arising out of the publication of any trademark or tradename in accordance with this contract.

Recurring Contract Discount: If Advertiser cancels contract prior to agreed upon end date and received a longterm contract discount, they will be invoiced for the difference between the discounted rate and full rate, from the beginning of the contract to the cancellation month.

Limitation of Liability: The Network cannot and does not warrant the accuracy of the information provided by the Advertiser. Omission or error in advertisement shall result in adjustment of charges to the Advertiser. In no case, however, shall SweetwaterNOW's liability exceed the total charge for services. The Advertiser acknowledges that the Network cannot

guarantee advertising results and that no promise of such results have been made.

If Collection is Necessary: Advertiser agrees to pay all collection fees. All discounts on this contract become null and void. The highest published rate, on the rate sheet, for the product(s) agreed upon in this agreement will be charged and outstanding balances are subject to a 15% service charge.

City of Green River Parks and Recreation Dept. Representative