

## RESOLUTION NO. 55-26

### A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH THE GRAND JUNCTION SPORTS COMMISSION REGARDING THE ALLOCATION AND USE OF THE 2018 VOTER-APPROVED INCREASED LODGERS TAX

#### RECITALS:

In November 2018, City voters adopted an additional three percent (3%) lodgers tax increase to promote and market travel and tourism-related activities in the Grand Junction area. Those activities include destination marketing, additional direct airline service, and sporting events and activities.

By and with Resolution 45-18, the City Council committed to annually consider and allocate, until modified by action of the Council, one percent (1%) of the lodging tax increase to the Grand Junction Regional Air Service Alliance ("Air Alliance"), 0.75% to the Greater Grand Junction Sports Commission ("Sports Commission"), and the remaining 1.25% to Visit Grand Junction. The City Council may amend the allocations so long as the revenue derived from the lodging tax increase is used solely for the purpose of promoting and marketing travel, tourism, and tourism-related activities, as determined by the Council.

Beginning on January 1, 2019, the City began to collect, budget, and expend the revenue generated from the lodgers tax increase to fund promotions and marketing for travel and tourism-related activities consistent with Measure 2A and Resolution 45-18.

The City and the Grand Junction Sports Commission previously entered into an agreement regarding the use of allocated lodging tax revenues. Following expiration of that agreement, the City Council approved multiple extensions to allow the Parties additional time to negotiate a successor agreement concerning operational practices, reporting expectations, and the use of lodging tax revenues.

City staff and representatives of the Grand Junction Sports Commission have successfully negotiated a new agreement that provides greater clarity regarding operational practices and relationships to ensure that the revenue derived from the lodgers tax increase is collected, retained, allocated, and spent in a manner consistent with Measure 2A and Resolution 45-18, as amended.

The City Council finds that approval of the Agreement serves the public interest and furthers the purposes approved by the voters through Measure 2A.

#### **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND JUNCTION:**

The Recitals are incorporated herein by this reference.

The City Council hereby approves the Agreement between the City of Grand Junction and the Grand Junction Sports Commission concerning the allocation and use of

revenues derived from the 2018 voter-approved three percent (3%) lodgers tax increase.

The City Manager is authorized to execute the Agreement in substantially the form presented to the City Council, together with such minor revisions, amendments, clarifications, or modifications as the City Manager and City Attorney deem necessary or appropriate consistent with the intent of this Resolution.

PASSED and ADOPTED this 17th day of June, 2026.



Laurel Lutz

President of the City Council

ATTEST:



Selestina Sandoval

City Clerk

1 CITY OF GRAND JUNCTION AND GRNAD JUNCTION  
2 SPORTS COMMISSION LODGING TAX  
3 REVENUE AGREEMENT  
4

5 THIS AGREEMENT is made and entered into as of the 18th day of June 2026 ("Effective Date"), by  
6 and between the City of Grand Junction ("City"), a Colorado home rule municipality, and Grand Junction  
7 Sports Commission ("GJSC"), , a Colorado nonprofit corporation authorized to do business in  
8 Colorado (collectively, the "Parties," or individually, a "Party").  
9

10 RECITALS:

11  
12 GJSC is organized to promote and attract sports tourism in and to the Grand Junction area.

13  
14 The Grand Junction City Council ("Council"), as the governing body of the City, may from time-to-time  
15 budget and/or allocate funds from lodging tax revenues to support the mission and purpose of GJSC, to the  
16 extent those coincide with the authorized purposes of the lodging tax and the broader mission of the City.  
17 The Parties desire to enter into this agreement for cooperative efforts to actively attract new sporting  
18 events to the Grand Junction area, while also promoting existing sports and events that contribute to the region's  
19 sports tourism economy. Priority emphasis is placed on the recruitment and securing of new events that generate  
20 incremental visitation and economic impact for the Grand Junction area.  
21

22 The GJSC, as a Party to this Agreement, acknowledges and agrees that the lodging tax is a special tax  
23 assessed by the City against lodging within the City, and that the purposes for which the lodging tax is  
24 authorized by the electorate are limited to the following per Resolution No. 45-18, in Section 8a:  
25 *Marketing, promoting, soliciting and sponsoring, in whole and in part, travel and tourism related*  
26 *activities including but not limited to tourism-generating sporting activities, events tournaments and*  
27 *competitions.*  
28

29 In November 2018, City voters adopted an additional three percent lodging tax to promote and market travel  
30 and tourism-related activities to the Grand Junction area or as otherwise decided by the City Council. Those  
31 activities include destination marketing, additional nonstop airline service, and sporting activities and events.  
32 Resolution No. 45-18 ("Resolution") authorized the City to annually allocate 1.0% of the lodging tax increase  
33 to the Air Service Alliance and 0.75% to the GJSC. The remaining 1.25% of the lodging tax increase would be  
34 allocated to Visit GJ. Changes in annual allocations are subject to formal consideration by the City Council.  
35 This Agreement outlines the City and GJSC's understanding of how the 2018 approved lodging tax funds  
36 ("Funds") will be used to promote sports tourism in the Grand Junction area.  
37

38 The purpose of this Agreement is to establish how Funds will be used, and to describe the relative areas of  
39 activity with respect to marketing and promotion using the Funds, to ensure that the same are expended for  
40 the purposes for which the tax is levied by law.

41  
42 NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, the GJSC  
43 Party agrees as follows:

44  
45 1.0. Definitions.

46  
47 1.1 The Grand Junction Area as used in this Agreement means and refers to Mesa County,  
48 Colorado.  
49

50 1.2 Cooperative Marketing Funds or Funds as referenced in this Agreement shall mean any  
51 and all funds allocated to the GJSC by the Grand Junction City Council from the City's lodging tax

52 revenues.

53  
54  
55 2.0 Term. The term of this agreement shall commence on signing (“Effective Date”) by the Parties  
56 which is June 18, 2026 and remain in full force and effect, subject to annual appropriation of Cooperative  
57 Marketing Funds by the City Council, for five (5) years from the date of execution, and thereafter on an  
58 annual basis until terminated by either party pursuant to section 13.0 of this Agreement (Term). Failure of  
59 City Council to appropriate Cooperative Marketing Funds to GJSC shall result in a termination of this  
60 Agreement.  
61

### 62 3.0 Cooperative Marketing Funds. 63

64  
65 3.0.1 Record Keeping and Reporting. GJSC shall maintain a detailed accounting of its  
66 use and/or expenditure of all Cooperative Marketing Funds and shall provide quarterly updates to  
67 the City, as well as an annual report of its commitments and expenditures to ensure that lodging  
68 tax funds are expended only for authorized purposes. GJSC shall maintain operational and  
69 strategic discretion regarding tourism marketing, event recruitment priorities, sponsorship  
70 opportunities, and promotional activities consistent with the purposes of this Agreement.  
71 Should the City Council deem the performance metrics provided in those update(s) and/or annual  
72 report(s) to be incomplete or inadequate, in the sole discretion of the City, funding may be rescinded and  
73 reallocated. The annual report shall include but not be limited to the prior year's expenditures of  
74 Cooperative Marketing Funds, Cooperative Marketing Activities, and results including, as relevant,  
75 estimates of the local economic impact(s) of those activities. Should the City Council deem the  
76 performance metrics described in the updates and/or annual report(s) to be inadequate, funding may be  
77 rescinded or reallocated as determined by the City Council to be consistent with authorized purposes.  
78 The data requested/to be provided is represented herein with actual implementation to occur through a  
79 secure platform, linked below. The Parties must mutually agree in writing upon any adjustment(s) or  
80 modification(s) to the requested data points. The Parties acknowledge that tourism, event recruitment,  
81 and economic impact outcomes are influenced by factors beyond the reasonable control of GJSC and  
82 that reporting metrics are intended to evaluate efforts and activities, not guarantee specific economic  
83 outcomes.  
84

85 <https://visitgj.com/sports-data>  
86

87 3.0.2 GJSC agrees to use Cooperative Marketing Funds to attract, create, and/or  
88 enhance sporting events within the Grand Junction area that bring tourism and visitors to the  
89 area, with exceptions listed herein. Activities which serve this purpose may include but are not  
90 necessarily limited to the following: development of local organizing committees, assistance  
91 with permit application and processes, event marketing, planning, and promotion, payment of  
92 bid fees to attract events, volunteer recruitment, venue liaison services, logistical support,  
93 arrangement of transportation, event management, welcome ambassador efforts, distribution  
94 of press material, event hosting activities, economic impact analyses.  
95

96 3.0.3 GJSC agrees and covenants that it will not use Cooperative Marketing Funds  
97 for any other purpose, or for any of the following, even if arguably related to the purpose:  
98 construction, installation or maintenance of facilities, buildings or infrastructure;  
99 payments, scholarships, or incentives to athletes, coaches, or team managers; as security  
100 for any debt or encumbrance; to repay or satisfy any debt of GJSC or any other party; to  
101 subsidize or manage any regular season collegiate, high school, or Grand Junction Minor  
102 League or Independent League game or event or to pay a salary or otherwise compensate  
103 any coach, referee, umpire, time-scorer, volunteer for any such event.  
104

105 4.0 Unauthorized or Illegal Expenditures. Any Cooperative Marketing Funds expended for a

106 purpose not allowed by law and/or by this Agreement shall be repaid to the City. In general, to administer  
107 this requirement, the City will review reports provided by GJSC and will notify GJSC in writing if the City  
108 has reason to believe funds were expended are being expended for an unauthorized purpose. Within 10 days  
109 of such notice, GJSC will respond to the notice and with that response, GJSC will either justify the  
110 expenditure(s) or repay the funds. The City's failure to identify any improper expenditure does not release  
111 GJSC from the requirement that it repay the City for any unauthorized expenditure(s) of the Cooperative  
112 Marketing Funds or for expenditure(s) made by GJSC in breach of any covenant, term or condition of this  
113 Agreement, including illegal, unlawful, and/or unauthorized expenditure(s) including for a period of three  
114 years after the expiration of any Term. The Parties agree to work in good faith to resolve disputed expenditures  
115 prior to repayment demands.  
116

117  
118 5.0 GJSC Contact(s). GJSC designates the Executive Director and Chair of the GJSC Board to  
119 be co-coordinators to act as the point of contact and communication with the City for the purposes of  
120 this Agreement. The co-coordinators are responsible for keeping records and submitting reports  
121 required by this Agreement, as well as being the point of contact for all issues and matters relating to  
122 the administration of this Agreement and of the duties, obligations and responsibilities hereunder.  
123 Notices shall be sent to the attention of the Co-marketing Coordinators as set forth below:  
124

125 Ben Snyder, Executive Director  
126 Grand Junction Sports Commission  
127 383 Indian Rd., Grand Junction, CO 81501  
128 (970) 639-1387  
129 [ben@grandjunctionsports.org](mailto:ben@grandjunctionsports.org)  
130

131 Curtis Englehart, Chair  
132 Grand Junction Sports Commission Board  
133 122 N. 6<sup>th</sup> St., Grand Junction, CO 81501  
134 (970) 245-4332x5  
135 [curtis@gjep.org](mailto:curtis@gjep.org)  
136

137  
138 Any changes to the GJSC representatives and/or addresses must be promptly provided to the City in  
139 writing.  
140

141  
142 6.0 City Contact. The City designates the City Manager to act as the point of contact and  
143 communication with the City for the purposes of this Agreement.  
144

145 Michael P. Bennett, City Manager  
146 250 N. 5<sup>th</sup> Street  
147 Grand Junction, CO 81501  
148 (970)244-1501  
149 michael.bennett@gjcity.org  
150

151  
152 Any changes to the City representative and/or address must be promptly provided to GJSC in writing.  
153  
154

155  
156 7.0 Breach and Termination. The failure of any Party to comply with any material provision(s)  
157 of this Agreement shall be considered a breach thereof and shall be cause for termination of the  
158 Agreement upon written notice to the defaulting Party. In the event any Party determines, in its sole  
159 discretion, that it would be in its best interest to terminate the Agreement, the Party may do so without  
160 cause and without penalty or expense upon sixty (60) day written notice to the other Party. Upon  
161 termination of this Agreement for any reason, GJSC shall return all Cooperative Marketing Funds in

162 its possession, less any amount reasonably needed to perform its existing contractual obligations to  
163 third parties in connection with Cooperative Marketing Activities. Termination of the Agreement  
164 may, in the sole discretion of the City Council, result in termination of the allocation of Cooperative  
165 Marketing Funds to GJSC.

166  
167 8.0 Inspection of Records. The Party shall, upon request, and subject to terms of a non-disclosure  
168 agreement if applicable, permit the City Manager and his designee(s) to examine contracts and/or audit  
169 all records and documents related to Cooperative Marketing Funds, Cooperative Marketing Activities, or to  
170 any other matter relating to this Agreement. GJSC shall maintain all such records and documents for at  
171 least three years following termination of the Agreement.

172  
173 9.0 Open Records. GJSC acknowledges and agrees that the City is a public entity and as such is subject  
174 to the Colorado Open Records Act ("CORA"). Documents provided to the City are or may be subject to  
175 inspection by members of the public under CORA. If GJSC supplies any documents to the City which it believes  
176 is confidential, GJSC shall mark them with the conspicuous term "Confidential GJSC Document." Should the  
177 City receive a CORA request to which a document marked "Confidential GJSC Document" is responsive, the  
178 City agrees to notify GJSC promptly upon receipt of that request to inspect any such documents. GJSC  
179 acknowledges and understands that there are time limits to produce records under CORA, and therefore, shall  
180 promptly respond to any notification made by the City to GJSC under this provision. The City shall work in good  
181 faith with GJSC to determine if the document must be released pursuant to CORA and any exceptions which  
182 may be applicable. The City reserves the right to release any records to which, in the City's judgment, is necessary  
183 to comply with CORA or any applicable law or court order. Should the City determine that a document must be  
184 released under CORA, it shall be the responsibility of GJSC to seek any judicial intervention to protect its  
185 interests.

186  
187 9.0.1 Confidentiality. The City and GJSC understand and agree that confidentiality is the  
188 preservation of privileged information and that each party will demonstrate care, prudence and judgment in  
189 handling confidential information related to the GJSC to avoid unauthorized or improper disclosure(s) of  
190 confidential information. Notwithstanding the foregoing the GJSC understands and agrees that the City  
191 may discuss certain GJSC policy(ies), action(s), decision(s) with the City Council, so long as the  
192 confidential or proprietary information ("Confidential Information") is afforded the same care and  
193 protection that the City affords to its own confidential and proprietary information (which shall be not less  
194 than reasonable care) to avoid disclosure to or unauthorized use by any third party, except as may be ordered  
195 by a court and/or State or Federal agency of competent jurisdiction. All Confidential Information shall  
196 remain the property of the GJSC. Any discussion of Confidential Information with City Council shall be  
197 only with the protections of an executive session as allowed by Colorado law. GJSC agrees to notify the  
198 City as to which information is considered confidential for the purposes of this provision.

199  
200 10.0 No Action on Behalf of Another Party. Neither Party shall make any express or implied  
201 agreement(s), guaranty(ies) or representation(s), or incur any debt(s), in name of or on behalf of the other Party.  
202 No Party shall be obligated by or have any liability under any agreement or representation made by any other  
203 Party unless that other Party is a signatory to that agreement or has expressly consented to or joined in the  
204 representation. Nothing in this Agreement shall be construed as a general consent in that regard.

205  
206 11.0 Liability. Each Party shall be responsible for and shall bear the risk of loss arising from its own acts  
207 and omissions in connection with this Agreement; however, each Party waives and releases any and all claims  
208 against the other Party, and the other Party's officers, officials, employees, agents, and contractors, for damages,  
209 losses, or liabilities arising from the other Party's ordinary negligence in performing or failing to perform under  
210 this Agreement. This waiver does not apply to damages, losses, or liabilities caused by a Party's gross negligence  
211 or willful and wanton conduct (including intentional misconduct). In no event shall either Party be liable to the  
212 other for indirect, special, incidental, consequential, exemplary, or punitive damages, including lost profits or  
213 lost revenues, arising out of or relating to this Agreement, regardless of the theory of liability. Nothing in this

214 Agreement shall be construed as a waiver of any immunities, defenses, or limitations available to the City or its  
215 officials and employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., or other  
216 applicable law.

217  
218 11.0.1 The City shall not by virtue of this Agreement or any agreement, contract or relationship arising  
219 or claimed to arise out of the Agreement, have any liability for any sales, service, value added, use, excise, gross  
220 receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether  
221 levied upon GJSC's assets, or upon the City in connection with services performed or business conducted by  
222 GJSC Payment of any and all such obligations shall be the sole responsibility of GJSC.

223  
224 12.0 Indemnity. GJSC agrees to indemnify, pay the cost of defense, including attorney's fees, and hold  
225 harmless the City of Grand Junction and its officers, employees and agents ("Indemnified Parties") from all  
226 damages, suits, actions or claims, including reasonable attorney's fees incurred by the Indemnified Parties, of any  
227 character brought on account of any injuries or damages received or sustained by any person, persons, or property,  
228 that relate to or arise from any act or omission, neglect or misconduct of the Indemnifying Party(ies); or by, or  
229 on account of, any claim or amount recovered under the Workers' Compensation Law or of any other laws,  
230 regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent  
231 or copyright infringement or litigation based thereon; except for such damages, suits, actions, or claims that arise  
232 from the sole negligence of any Indemnified Party.

233  
234 13.0 Subject to Annual Appropriation. This Agreement is contingent upon appropriation of funds by the  
235 Grand Junction City Council. Nothing in this Agreement shall be construed to require the City Council to  
236 appropriate funds in any given year or Term of this Agreement. In any period where no funds are appropriated  
237 by the City Council, this Agreement shall have no effect with respect to the Party or Parties to whom no funds  
238 are allocated.

239  
240 14.0 Relationship of Parties. This Agreement shall not create an agency, partnership, joint venture, or  
241 any other form of legal association, and no Party may represent itself as an agent, partner, or joint venturer of the  
242 other or otherwise incur any obligation or liability on behalf of any other Party. Neither party may resell, quote  
243 prices or fees, or otherwise negotiate business terms for the other party's products or services unless otherwise  
244 agreed to in a prior written agreement between the Parties. Nothing in this Agreement will be construed or be  
245 claimed or be implied to create any relationship between the City and any contractor, subcontractor or supplier  
246 of GJSC, and at all times GJSC is not and shall remain not an agent of the City.

247  
248 15.0 Compliance with Law. Each Party shall comply with all applicable federal, state and local laws,  
249 rules, regulations and guidelines, relative to performance under this Agreement.

250  
251 16.0 Entity Status. During the Term, or any renewal Term, of this Agreement, GJSC shall remain in  
252 good standing as an entity formed under the laws of the State of Colorado.

253  
254 17.0 No Assignment. GJSC shall not assign this Agreement or any part hereof in any manner whatsoever  
255 or any of the privileges or obligations set forth herein without the prior written consent of the City in its sole  
256 discretion.

257  
258 18.0 No Third-party Beneficiary. Nothing in this Agreement shall be construed or be claimed to benefit  
259 any person or entity not a Party to this Agreement.

260  
261 19.0 Nondiscrimination. In carrying out this Agreement, the Party shall not exclude from participation  
262 in, deny benefits to, or otherwise discriminate against, any person because of race, color, religion, sex, gender,  
263 gender identification, national origin, family status or handicap.

264  
265 20.0 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and  
266 supersedes any and all prior agreements, communications, or representations, whether oral or written, with

267 respect thereto. No alteration, change, modification, amendment, or waiver to or of this Agreement shall be valid  
268 or binding, or claimed to be, unless in writing and signed by the City.  
269

270 21.0 Survival of Provisions. The provisions of sections 10, 11, 12, 15, 17, and 18 shall survive the  
271 termination of this Agreement. This Agreement shall be construed, interpreted, and governed by the laws of the  
272 City of Grand Junction and the State of Colorado. Venue for any action arising from or related to this Agreement  
273 shall be, and such claim(s) brought, in Mesa County, Colorado.  
274

275 IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.  
276

277  
278 GRAND JUNCTION SPORTS COMMISSION

279  
280 by:  \_\_\_\_\_  
281 Ben Snyder, Executive Director, Grand Junction Sports Commission  
282  
283

284 CITY OF GRAND JUNCTION

285  
286 by:  \_\_\_\_\_  
287 Michael P. Bennett, City Manager, City of Grand Junction  
288