

1 CITY OF GRAND JUNCTION AND GRAND 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
130

131 Curtis Englehart, Chair
132 Grand Junction Sports Commission Board
133 122 N. 6th St., Grand Junction, CO 81501
134 (970) 245-4332x5
135 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. 5th 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
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283

284 CITY OF GRAND JUNCTION

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