

SERVICE CONTRACT

This contract is made and entered into as of _____, 2025, by and between the West Allis Convention and Visitors Bureau, a nonprofit organization created pursuant to West Allis Municipal Code § 2.521 (the "CVB"), and the City of West Allis, a municipal corporation (the "City"), to provide City services to the CVB so it may achieve its objectives.

WHEREAS, since no tourism entity existed in West Allis on January 1, 2015, the CVB was created as a nonprofit organization under Wis. Stat. § 66.0615(1)(f)1. to provide the tourism promotion and tourism development services as well as destination marketing staff and services for the tourism industry; and

WHEREAS, the CVB is charged by ordinance with providing marketing efforts/services, including advertising, media buys, website management, creation of and distribution of printed or electronic promotional tourist materials, or efforts to recruit conventions, sporting events, or other groups; and

WHEREAS, the CVB is further charged with providing tourism promotion through marketing of projects and implementation of programs to promote the City, tourist informational services, and tourism development; and

WHEREAS, the CVB desires to accomplish its directives by contracting with the City and utilizing City resources, and the City is willing to provide such resources to the CVB;

NOW THEREFORE, in consideration of the following mutual covenants and conditions, the parties agree as follows:

1. Term. This Contract shall commence upon the date listed below and shall be renewed annually unless terminated by one party providing notice to the other at least 90 days prior to the renewal date.
2. Services Provided. The City agrees to provide for the CVB certain destination marketing staff and services for the tourism industry in West Allis. The City further agrees to provide administrative services to the CVB for its marketing efforts, including services such as accounting, legal, human resources, and other supportive services.
3. Payment for Services.
 - a. For administrative services, the CVB shall pay to the City 49% of all revenues it receives.
 - b. For destination marketing staff and services for the tourism industry in West Allis, the CVB shall pay to the City, from the remaining 51% of its revenues, the commensurate cost of City staff fulfilling the service. The City shall determine the percentage of time City staff works as destination

marketing staff for the CVB; then the CVB shall annually compensate the City for the cost of such staff at a prorated amount based upon the cost of wage and fringe benefits for City staff who perform such services.

4. Farmers Market. As a primary destination in West Allis for special events that attract tourists, the CVB may utilize funding to create tangible municipal development at the West Allis Farmers Market.
5. Invalidity. If any provision of this Agreement shall be held or declared invalid, illegal or unenforceable under any law applicable thereto, such provision shall be deemed deleted from this Agreement or amended to legally effectuate the intent of the parties without impairing or prejudicing the validity, legality and enforceability of the remaining provisions hereof.

Signed and dated this _____ day of _____, 2025.

West Allis Convention and Visitors Bureau

Name: _____

Title: _____

City of West Allis

Name: _____

Title: _____