WSWS Officer and Committee Report (Summer Meeting 2009)

Office or Committee Name: Business Manager
Officer or Chairperson Name: Phil Banks
Date of Preparation (include year): 7/2/2009
Activities during the Year:

All bills have been paid, tax forms have been filed, and the current financial status of WSWS is attached. As of June 30, 2009 we have $271,602.91 in capital with an additional asset of $191,259.00 in unsold Weeds of the West inventory. We have unpaid liabilities (Director of Science Policy and the Service Contract of the Business Manager) of $ 29,625.00. For the 2008-09 fiscal year, we realized a loss of over $ 100,000.00, primarily from a reduction in the value of our investments with RBC. These accounts have recovered since the March meeting (an increase of approximately $ 17,000.00) and the Finance Committee and our financial advisor have made several changes to our investment portfolio. Also attached is an estimated and final budget for the 2008-2009 operating year and an estimated budget for 2009-10. All Newsletters were printed and mailed on time.

We have finished scanning all Proceedings and after quality checking them, we will transfer to the Web Editor for posting at the website. I have also worked with the Site Selection committee for the location of our 2012 meeting, which will be at the Peppermill Resort in Reno, NV. A contract was negotiated with the hotel and has been signed by President Jesse Richardson. When the Site Selection Committee determines potential meeting locations for 2013, I will issue an RFP to the Convention & Visitors Bureaus and selected hotels. If we follow the same timeline as last year, the committee will meet and select the 2013 host hotel at our meeting in Hawaii. Future meetings are scheduled for Hawaii for 2010 and Spokane for 2011.

I conducted a short survey of WSWS members related to their possible attendance to our 2010 meeting in Hawaii. The results were encouraging in that most responding members that attended the Albuquerque meeting indicated they would attend the meeting in Hawaii. The results of the survey are attached to my report. I have communicated with the Marriott hotel, the host of our Hawaii meeting and they have made one concession and are agreeable to work with us if the current economic situation reduces our ability to fulfill the agreement with them.

Recommendations for Board Action:

1. Recommend a registration increase for the Hawaii meeting to $ 205.00.
2. Discuss possible student travel support for Hawaii meeting.
3. Determine Noxious Weed Short Course future.
4. Revisions to the Treasurer/Business Manager's duties have not been updated at the website. This needs to be done.
5. The service agreement between Marathon Consulting and WSWS will expire at the end of the 2010 meeting. Attached is a proposed continuation of the service agreement if the Board wants to take action at the summer meeting.

Budget Needs: The estimated budget for 2009-10 is attached.
Suggestions for the Future: None.
Suggested Changes in Operating Guide: None.

Name of Person Preparing This Report: Phil Banks

THIS SERVICE AGREEMENT dated this _____ day of _____,2009

BETWEEN:

Western Society of Weed Science (the "WSWS")

- AND –

MARATHON-Agricultural & Environmental Consulting, Inc.
(the "Service Provider")

Service Agreement: To Provide Business Management Services to WSWS

BACKGROUND:

A. The WSWS is a non-profit scientific organization that was established to foster and encourage education and research in weed science as well as to encourage cooperation among state, federal and private agencies in matters of weed science. WSWS sponsors an annual meeting of its members for the exchange of weed science related information and has various day to day activities that require business management services related to these activities.

B. The WSWS is of the opinion that the Service Provider has the necessary qualifications, experience, abilities, and resources to provide services to provide business management services to the organization.

C. The Service Provider is agreeable to provide business management services to the WSWS subject to the terms and conditions as set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

Engagement

1. The WSWS hereby agrees to engage the Service Provider for a period of two years to provide the WSWS with services consisting of business management under the specific services and conditions noted under the heading **Additional Clauses** below, and such other services as the WSWS and the Service Provider may agree upon from time to time (the "Services"). The Service Provider hereby agrees to provide these Services to the WSWS.

Term of Agreement

2. The term of this Agreement will begin on April 1, 2010 and will remain in full force and effect subject to earlier termination as otherwise provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.

Performance

3. Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

4. For the Services provided by the Service Provider under this Agreement, the WSWS will pay to the Service Provider compensation in the following manner: $ 20,000.00 per year payable quarterly (April 1, July 1, October 1 and January 1). This amount includes all applicable gross receipt taxes that the Service Provider is required to pay to the state of New Mexico.

Expenses

5. The Service Provider will be reimbursed by WSWS for expenses related to those noted in **Additional Clauses** below. Any other expenses related to providing the services noted will not be reimbursed to the Service Provider by WSWS unless it has been agreed to by both parties in advance of the expenditure.

Return of Property

6. Upon the expiration or termination of this Agreement, the Service Provider will return to the WSWS all documentation, records, inventory or confidential information which is the property of WSWS.

Legal Expenses

7. In the event that legal action is brought to enforce or construe any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Notice

8. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and either served personally, by email, by facsimile or by registered mail. The addresses for any notice to be delivered to any of the parties to this Agreement are as follows:

    a. Western Society of Weed Science, 205, W. Boutz, Bldg 4, Ste 5, Las Cruces, NM 88005 c/o Jesse Richardson, WSWS President

    b. MARATHON-Agricultural & Environmental Consulting, Inc., 205 W. Boutz, Bldg 4, Ste. 5, Las Cruces, NM 88005, c/o Phil Banks; marathonag@zianet.com

or to such other address as to which any party may from time to time notify the other.

Gender

9. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Assignment

10. This Agreement is being entered into in reliance upon and in consideration of the skill and qualifications of the Service Provider. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the WSWS.

Capacity/Independent Contractor

11. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. The Service Provider and the WSWS acknowledge that this Agreement does not create a partnership or joint venture between them.

Modification of Agreement

12. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Time of the Essence

13. Time will be of the essence of this Agreement and of every part hereof. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

14. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it.

Severability

15. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Additional Clauses: The Service Provider agrees that it will:

16. Manage the WSWS monetary transactions including the payment of all bills and invoices; accept and deposit all income; and in accordance with current WSWS policy or as decided by the Board of Directors oversee the day to day investments of the WSWS.

17. Maintain detailed financial records of the WSWS; prepare financial reports for the Board of Directors at least twice per year; and file all state and federal tax returns required of the non-profit status of the WSWS.

18. Maintain an archive of all business records, minutes of the Board of Directors meetings; copies of WSWS publications; and other pertinent records, contracts, and documents.

19. Maintain a current membership list in a form that can be easily searched and updated and used for WSWS mailings. The Service Provider will handle all mailings and shipments of the WSWS in an expedient manner. The WSWS will pay for letterhead and envelopes used for official WSWS mailings by the officers and for all postage or shipping costs Day to day correspondence related to the business manager will not be paid for by WSWS nor for printing cartridges, toner, or other types of supplies needed for the operation of the office. If desired, the Service Provider will arrange for the assembly and printing of all bulk mailings such as the newsletters, annual meeting program, Proceedings and Research Report. Printing and shipping expenses will be paid by WSWS.

20. Arrange for a dedicated telephone number to be established for WSWS business. This number will be used to handle telephone inquires and requests from WSWS members, nonmembers, vendors and suppliers. Costs are included in the agreed compensation.

21. Will work with the website Editor, Local Arrangements Chairperson (and committee), the Program Chairperson, and the WSWS President to coordinate the annual meeting. The Service Provider will prepare for the regular annual meeting and for any special symposium that may have separate registration, registration packets for those either pre-registered for these meetings or for those registering at the meeting site. The Service Provider will oversee all registration desk functions at the annual meeting and coordinate activities with the Local Arrangements Committee and the hotel that is hosting the meeting.

22. Attend and provide service to WSWS and the Board of Directors during the annual summer Board meeting and during the annual meeting in March. Travel expenses (airfare, mileage, and room) will be reimbursed to the Service Provider by the WSWS for only one employee that attends the summer Board meeting and for two employees that attend the annual March meeting.

23. Provide review of all contracts and other agreements to be executed by the WSWS for completeness and accuracy of the negotiated terms and conditions. If necessary, the Service Provider will arrange to retain legal representation for the WSWS.

24. Arrange for general liability insurance to cover the Society and its activities.

25. Coordinate with the Newsletter, Proceedings, and Research Report Editors to ensure timely publication and distribution to the WSWS membership.

26. Arrange and provide an orientation to new WSWS members in regards to the functions of the WSWS at the annual meeting and also arrange for an orientation of new members to the Board of Directors as to their duties and responsibilities.

27. Coordinate with the Site Selection committee by sending an RFP to designated cities and hotels for future meetings, summarize the proposals received, and negotiate a contract

with the hotel for the future meeting based on the recommendation of the committee and approval of the Board of Directors.

Currency

28. Unless otherwise provided for, all monetary amounts referred to herein will be paid in US dollars.

Termination of Agreement

29. The WSWS may terminate this Agreement at any time by giving the Service Provider 120 days written notice. The Service Provider may terminate this Agreement at any time by giving the WSWS 120 days written notice.

30. The obligations of the Service Provider under this Agreement will terminate upon the earlier of the Service Provider ceasing to be engaged by the WSWS or the termination of this Agreement by the WSWS or the Service Provider.

Governing Law

31. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of New Mexico, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement this _____ day of , 2009.

Western Society of Weed Science President: Jesse Richardson

per: _____ (SEAL)

Philip A. Banks, President, MARATHON-Agricultural & Environmental Consulting, Inc.

per: _____ (SEAL)