



UNITED STATES JCI SENATE
2019-2020 EXECUTIVE COMMITTEE MEETING
TELEPHONE CONFERENCE
FEBRUARY 12, 2020



- I. The telephone Conference Executive Committee Meeting notice was given on January 30, 2020 and revised February 1, 2020 to the Executive Committee. The agreement referenced in the meeting is Attachment 1 and subject amendment is Attachment 2, attached herein. The Telephone Conference Executive Committee Meeting was called to Order by President Lawrence Pittman #53932 at 9:05 pm.
- II. **Roll Call:** President Lawrence Pittman #53932 called on Secretary Susan Hatcher #58143 who called the roll. The following members of the Executive Committee were present at Roll Call:
President Lawrence Pittman #53932
Administrative Vice President Ariel Jones #65423
Treasurer Mike Andrews #58312
Secretary Susan Hatcher #58143
Chairman of the Board Report Pete Reinecker #11777
Legal Counsel Stu O'Hara #39768 EXOFFICIO
NVP Region I Cyndi Hall #48152
NVP Region II Patrick Mahaney #51255
NVP Region III John Cotter #41511
NVP Region IV Don Ebbitt #58601
NVP Region V Will Chester #63037
NVP Region VI Dave DeLaney #41203
NVP Region VII Dawna Norfleet #61999
NVP Region VIII Rob McCann #75151
NVP Region IX Al Rickard #23709
NVP Region X Kris Fletcher #65619
Present - 15/15 with 100% present at roll call via telephone call; thus, quorum met.
- III. **Purpose of Meeting and Discussion:** President Lawrence Pittman #53932 indicated that in the Winter BOD Executive Committee on the Products Agreement that procedurally, there was some confusion. The vote taken should have been on call of the question. Therefore, since the majority voted "no", the discussion should be allowed to continue, and the Executive Committee did not actually vote on the Products Agreement Draft handed out at the meeting. Therefore, discussion on such may continue. President Lawrence made the following points: that to his knowledge, no one had expressed issues with the Standridge Group performance and he believes service has been exemplary and there is no desire to separate from them, that some had expressed a discussion on whether to bid it out in future and there had been a request by the officers to add language relative to providing product sales data (not \$s) for future request for bids. Senate does not have desire to get back into products because never made a profit. COB Pete asked if there was motion on the floor and President Lawrence indicated that the original motion was still on floor to accept the agreement that was before the executive committee at the meeting. NVP John Cotter #41511 asked about the request for statistical data and has anyone gone back to the vendor to discuss. President Lawrence had talked to Newton of Standridge Group and the vendor had indicated that when the vendor made the original proposal, he did not have that information. If it would secure the business for him, he would do it and provide the data for the senate logo items sold – count only. Secretary Susan indicated that she had similar discussion with Newton with a similar response that he didn't want to, but he would in the future if necessary and Secretary Susan made a motion that we include the amendment that was sent out with the notice of the meeting and NVP John Cotter seconded the motion. Discussion "For" and "Against" the amendment were voiced among the Executive Committee. NVP John Cotter #41511 called the question and on voice vote taken, the majority agreed to end discussion. A voice vote was then taken on the adding the amendment and the amendment passed. A roll call vote was requested and taken with AVP Ariel, Secretary Susan, NVP Cyndi, NVP John, NVP Don, NVP Will and NVP Dave voting "yes" – 7 and Treasurer Mike, COB Pete, NVP 2 Patrick, NVP Dawna, NVP Rob, NVP Al & NVP Kris voting "no" -7 which is a tie and thus, to break tie President Lawrence voted "yes" - Amendment passes. Discussion pursued on the original motion related to the agreement, as amended. A request by NVP Al Rickard #23709 was made to read the amendment and President Lawrence read it. NVP John Cotter #41511 called the question. A voice vote was taken with two voting "no": thus, the



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majority agreed to end discussion on the motion, as amended. A voice vote was taken on the motion to move forward with the agreement, as amended, and passed unanimously. President Lawrence that the agreement would be presented to the vendor and if he agrees he can sign it. If not, the agreement will have to be reviewed further in Greensboro. NVP 1 Cyndi Hall #48152 suggested that under #9, it looked like the word “not” was missing in the agreement. President Lawrence indicate he thought that had been changed Legal Counsel Stu indicated that it will be changed.

- IV. **Adjournment** – Motion made by NVP VIII Rob McCann #75151 and seconded by NVP Cyndi Hall #48152 to adjourn at 9:38 pm
Motion for adjournment passed unanimously. With no other business, the meeting was adjourned.

Attachment 1 and 2 included herein by reference.

AGREEMENT

AGREEMENT made by and between **the United States JCI Senate** (hereinafter called “Senate”) and **Standridge Group LLC** (hereinafter called “Vendor”), WITNESSETH:

WHEREAS, the Senate is the owner of various trademarks and images representing the United States JCI Senate organization, collectively referred to as the “logo”; and

WHEREAS, the Senate is an organization the members of which are desirous of acquiring various items of clothing and other products bearing the logo of the Senate; and

WHEREAS, the Vendor is desirous of marketing for sale items of clothing and other products bearing the logo:

NOW, THEREFORE, in consideration of the premises and the promises contained herein, the parties hereto agree as follows:

1. The Senate hereby appoints the Vendor as the sole and exclusive marketer of clothing and other products bearing the logo (hereinafter called “Logo Products”).
2. The Senate grants to the Vendor a limited license for the term of this Agreement to utilize the logo in the following manner:
 - a) To embroider, appliqué, silkscreen, or otherwise apply by any manner the logo to articles of clothing and other products for the purpose of the sale and marketing of such clothing and other products as USJCI Senate products;
 - b) To utilize the logo in any written, print, electronic or other advertising or marketing of the Logo Products; and
 - c) To utilize the logo in the course of the Vendor’s business in marketing and selling the Logo Products.
3. The Vendor agrees to utilize the logo only in accordance with the terms of this Agreement.
4. The Vendor agrees to appear at each of the three yearly meetings of the Senate for the purpose of displaying, selling and taking orders for, Logo Products.
5. The Vendor shall pay to the Senate, as and for consideration of the foregoing, a licensing fee of Three Hundred Dollars (\$300.00) per year, payable on or before September 01, 2020 and on or before September 01 of each year of any extension or renewal of this Agreement.
6. The Senate agrees to provide to the Vendor, without charge, the following for use in marketing the Logo Products during the currently approved and future national meetings of the Senate:

- a) Three (3) standard 8-foot conference tables or combined tables to comprise 24 feet (72 square feet) with covering table cloths at each meeting of the Senate for use in displaying and marketing the Logo Products, minimum size of 30" x 72" to be located, whenever possible, in the hospitality area;
 - b) A secure, lockable storage area at each meeting of the Senate for the purpose of storing the Logo Products when not offered for sale;
 - c) One (1) page in each issue of the Senate's publication the "Mentors" for the purpose of advertising and taking orders for Logo Products. The parties acknowledge that the Senate customarily publishes three (3) issues of the Mentors each year. The one page provided to the Vendor shall apply only to such issues of the Mentors magazine as may be published in any year and the failure of the Senate to publish one or more issues of the Mentors magazine shall not constitute a breach of this Agreement or create in Vendor any rights or claims to damages or any type;
 - d) Reasonable access to the Senate's website for the purpose of advertising, promoting and taking orders for Logo Products.
 - e) One (1) full registration to each such meeting each year of this Agreement, not including early hospitality.
7. The Vendor agrees to use its best efforts to produce Logo Products of a quality satisfactory to the Senate and to market the Logo Products in a professional manner.
 8. The Vendor shall be responsible for and bear any and all costs and expenses incurred in the production, transportation, advertising, marketing, sale, credit card processing costs and shipping to the meeting site of the Logo Products. The Vendor shall be entitled to all income resulting from the sale of the Logo Products.
 9. The Vendor shall have complete discretion in type, style, color, sizes and variety of Logo Products. The Vendor shall have complete discretion in the use and placement of the logo on Logo Products provided that the Vendor shall alter or modify the logo without the prior written permission of the Senate and shall not use the logo in any manner or fashion that shall bring disrepute to the Senate. The Vendor shall have complete discretion in the pricing of the Logo Products.
 10. The Vendor shall not assign or transfer the logo without the prior, express written consent of the Senate. The Vendor shall not assign or transfer this Agreement without the prior, express written consent of the Senate.
 11. The relationship under this Agreement of the Vendor to the Senate is that of independent contractor. The Vendor shall have no authority to bind the Senate

or otherwise enter into any agreement or obligation on behalf of or in the name of the Senate. The Vendor shall not in any manner advertise or otherwise hold itself out as being connected with the Senate except as provided in this Agreement.

12. The licensing agreement and right to market and sell Logo Products granted to the Vendor under this Agreement shall be exclusive. During the term of this Agreement the Senate shall not enter into any other licensing or marketing agreement with any other person or entity for the Logo Products.
13. Nothing in this Agreement shall prohibit the Senate from utilizing the logo in any fashion deemed appropriate by the Senate. The Senate shall continue to reserve to itself the right to cause the logo to be applied to clothing and/or other products to be used by the Senate in the course of its business provided the Vendor shall be given the right of first refusal to provide such clothing or product if the Vendor can provide the clothing or product in a timely fashion as required by the Senate.
14. The term of this Agreement shall be for a period of three (3) years, commencing September 01, 2020 and ending August 31, 2022, provided that the Vendor may, at its sole risk, commence advertising and selling Logo Products prior to September 01, 2020 on the condition that any such sales shall terminate if this Agreement is not executed on or before September 30, 2020.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and date indicated, but effective September 01, 2020.

THE UNITED STATES JCI SENATE

By: _____
President

Date: _____

STANDRIDGE GROUP LLC

By: _____
N. Newton Standridge

Date: _____

Approved as to form:

G. Stuart O'Hara, Jr.
USJCI Senate Legal Counsel

Attachment 2 – Executive Committee Meeting Telephone Conference – February 12, 2020
Statistical Provision

1. In order to provide statistical information to the Senate, the Vendor agrees to provide to the Senate, on an annual basis, information containing the type and number of each Logo Product sold during each year of this Agreement. Such information shall be for each Agreement year ending August 31st and shall be provided to the Administrative Vice President on or before September 30th following the conclusion of each Agreement year.