

Rappahannock ASC Minutes for April 2nd, 2017

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Helpline Number: (800) 777-1515 24-hours

Welcome new and returning ASC members:



I. Serenity Prayer

Motion #4/30-01: To record. 5:00pm

Maker: Britany M. . 2nd: Ian L.

VOTE: Abstaining-0, For- 7, Against-0 Motion: **PASSED**

III A. RANA Trusted Servants & Subcommittee Chairs

Legend: P = Present A = Absent O = OPEN Position * = Arrived Late

POSTION	NAME	A	Report	Comment
Chair	John L	A	Written	
Vice Chair	Victoria H.	P		
Secretary I	Gen O.	A		
Secretary II	OPEN	O	-	
Treasurer I	Kemper B.	A		
Treasurer II	OPEN	O	-	
RCM I	Richard M.	P		
RCM II	OPEN	O		
VRCC Dir.	OPEN	-	-	
Activities	Ron M.	P		
H&I	Billy M.	A		
PR	Mike S.	P		
Literature	Erin B.	A		
Outreach	OPEN	O		
Mini-convention	Mark T.	P		

III B. Group Roll Call

Legend: P = Present A = Absent * = Rep in 2nd Quorum

GROUP NAME	A	NAME	POSTION
1. Primary Purpose	A	Art	GSR
2. Set It Off	P	Ian L.	GSR
3. Who Wants to Live	P	Carlos T..	Rep
4. Noon Beginnings	A	Tim H.	GSR
5. Final Surrender	A	Brian T.	GSR
6. In It To Win It	P	Britany M.	Rep
7. Hope Fiends	P	Chris P.	Rep
8. Standing By Recovery	A	LeAnn C.	GSR
9. New Beginnings Of Colonial Beach	A	Katie H.	GSR
10. Clean Works	P	Summer	ALT
11. Start Living	P	Dawn L	Rep
12. Man Up to the Flatbook	P	Michelle G	ALT
14. Freedom from Bondage/SNL	P	Megan J	GSR
15. Colonial Beach Survivors Group	A	James D.	GSR
16. Back to Basics	P	J. J.	Rep
17. Clean and Serene	A	Joe S.	GSR
18. Experience, Strength & Hope	A	Etta F.	Rep
19. Alive and Free	A	?	GSR

IV. Administrative Reports

Chairperson Report:

Good afternoon, ASC

Thank You for taking the time to be here. I apologize for my absence. Due to the time sensitive nature of today's subject matter, it was far more important to send the Vice Chair in my stead than wait any longer to convene.

This meeting was called in reference to the convention contract which was signed by the RACC Chair and RACC Vice Chair. The contract was signed in October and the convention committee had been asked on numerous occasions whether or not RANA would be held liable for any financial obligation in the event of a "failure to launch" scenario. Despite repeated requests, the first time anyone on the executive service committee saw the contract was on Wednesday, April 26th 2017.

We were told, by multiple members of the subcommittee, on multiple occasions on the ASC floor, that RANA itself did not appear on the contract and that any and all references to the signing party would be "The RACC". This, at the time of this writing, is not the case. RANA is named in the contract a total of 7 times. I understand that the RACC is addressing this issue and I hope that an amended contract has made it's way here today. Unfortunately, that may be irrelevant. I will address this later...

The RACC representatives reported that the total cost of the convention would be \$1,000.00 if we make attrition, and \$5,000.00 if we fail to do so. This is accurate. What was not mentioned to the body, at any time, was the fact that if we cancel the convention within 120 days of the start date, or are found to have breached the terms of the contract for any reason, RANA would be legally liable for the full \$5,000.00, plus 80% of the rooms we said we would fill, plus tax.

Banquet Hall Rental \$2,500.00 x 2= \$5,000.00

80% of 100 rooms @ \$85.00/night= \$6,800.00

6.3% tax= \$428.40

Total cost to cancel after 5/8/2017 (Exactly 120 days prior): \$12,228.40

In addition, there is the question of the terms and conditions of the contract. The contract states that if the hotel deems us to have breached contract, for any reason they see fit, we would then be on the hook for the full amount listed above. The contract also includes language that says we will be fined \$500.00 for any outside food or drink being brought into the banquet rooms. We don't know if this is per incident or a one time fee. If, for example, 50 people were to bring food, snacks, or soda in their bags into the banquet hall, it could result in a potential \$25,000.00 fee. A more realistic scenario is that it would be a one time fee. But, it may also constitute breach of contract if it were to happen 50 times... a scenario which is not only possible, but likely to occur without the implementation of a team of people in place to check bags.

Furthermore, the contract was signed by the RACC chair, Mark T. and the RACC vice chair, Mike S. The RACC Guidelines regarding authorized signees reads as follows:

“All agreements should be in the form of a contract for services, which must be presented to the RACC for approval and signatures. Authorized signatories for contracts are: Vice-Chair and Treasurer, or their alternates if needed. Make it clear that the committee will only honor bills with these specified signatures. Final approval of any contracts will be the responsibility of the full RACC.

The RACC should be allowed sufficient leeway to perform its responsibilities and should not bog down the host service committees with routine business matters that can be handled within the RACC.”

1. As the chairperson, Mark is not an authorized signee for any legally binding contract.
2. Kemper B. came on as treasurer of the RACC in May or June of 2016. This contract was signed in October of 2016, yet his name is absent from the contract. He also informed me that he does not, and has never, had an alternate.
3. There is question as to whether or not the full RACC body had the chance to approve, or even see the contract at all, before it was signed.
4. This is not a “routine business matter” since the RACC is using RANA’s tax ID#.

As I mentioned earlier, the reason the amended contract may be irrelevant is that the RACC never incorporated like other Convention Committees, such as the VRCC. This is usually done to completely cut all liability ties to an area as a whole. That, unfortunately, leaves RANA legally connected and financially liable, as the convention committee is using our tax ID #. This was a huge oversight by multiple parties, including myself.

We, as an area, have less than \$3,000.00 in the bank. The convention committee has raised about \$2,500.00 and will undoubtedly raise more. But, they will also spend more and certainly will not raise \$12,000.00. In the event of breach of contract, or cancellation by us after the deadline, we will be on the hook for the remainder of the balance. To be clear, this kind of loss would completely destroy the financial stability of the Rappahannock Area as a whole. Had the RACC incorporated, they would absolutely have had the right to make their own financial

decisions. But, the circumstances are that it is not theirs, but RANA's money, that they are risking. No two people, or one subcommittee, should have the right to make such a decision without approval of the home groups. The home groups knew that they signed up to host a convention. But, they did not know exactly how much financial risk they were signing up for because those numbers were never made available to them... until now. It's the 11th hour, but there is still time to make an informed decision. That is the purpose of today's emergency meeting.

Here are the facts: The cancellation of the convention before Tuesday, May 8th would cost the area \$500.00. After that date, the cost would be over \$12,000.00. To move forward with the convention as planned with the financial liability involved is a huge risk. It may or may not be a risk that the home groups are willing to take. But it is, without a doubt, a decision that the home groups get to make. Had I not called this meeting today any motions written at May's ASC would have gone back to home groups to be voted on and returned to June's ASC, the deadline to pull out would have passed, and they wouldn't have even had the chance to decide.

It is up to the body to write the motions addressing this issue today so that the home groups, which will be holding their group business meetings this week, can decide for themselves. Any votes can then be carried to May's ASC next weekend with an informed decision to either stay the course, or enough time to pull out of the contract should they decide to do so.

In conclusion, I fully realize that this is a sensitive subject for many. The primary purpose of this meeting is not to advocate for cancellation of the convention. The purpose of this meeting is to give all of the facts and pertinent information to the body so that they can make an informed decision regarding our common welfare and future well being of the Rappahannock Area of Narcotics Anonymous. At the very least, this discussion will illustrate the absolute necessity for

every single member to double their support efforts and make sure this convention is a success.

The survival of RANA would depend on it.

In Loving Service,

John L.

ASC Chair, RANA

V. Convention Subcommittee Report

Report given orally, no written report submitted.

VI. Open Sharing

Discussion on the convention.

VII. New Business

VIII. Adjournment and Serenity Prayer

Motion #4/30-02: To close. 6:30pm

Maker: Rudy C. . 2nd: ?.

VOTE: UNANIMOUS Motion: PASSED