

Libertarian Party of Indiana
State Central Committee Meeting
January 20, 2024

Chair: Evan McMahon

Secretary: Clayton Soultz

Voting Attendees: Michael Schultheiss (Treasurer), Chuck Hagerman (Tech), Paul Copeland (Political), John Schick (D1), Elizabeth Coquillard (D2), Kristi Avery (D3), Danny Lundy (D4), Lauri Shillings (D5), Luke Lomax (D6), Adam Johnson (D7), Darin Kinser (D9)

Members Absent: Kristin Alexander (Vice Chair), Andrew Smith (Comms), Adrian Engelberth (D8)

Guests: Greg Hertzsch (Region 3 alt)

Meeting held remotely via Zoom.

I. Call to Order

- a. Meeting called to order by McMahon at 10:30am.

II. Roll Call

- a. 13 members present, 3 absent, 1 guest.

III. Adoption of Agenda

- a. Agenda adopted without objection. Lomax appointed as timekeeper.

IV. Reports of Officers

- a. Chair – Getting membership cards out, fixing memberships in Civi. Going over bills in the legislature to produce content with comms and social media teams. Finished working with Shillings on 50th anniversary logo. Still working with comms team about appointments and elected officials in the state. Had to step in to chair Harrison county convention to help with a technical issue. State is missing CAN-23 and CAN-33 on state website, so he will be addressing that.
- b. Vice Chair – Absent, report presented in writing.
- c. Treasurer – \$31,082.20 currently in accounts. Three sponsorships from presidential campaigns so far. Sold voter list to one company for a significant increase from past years. May be looking at different social media management company to not have to pay on a per user basis.

- d. Secretary – Latest email ballot was not included in December minutes as was intended. Lomax moved to accept with caveat that email ballot be included, second by Kinser. Passed without objection.

V. LNC Update

- a. Next LNC meeting will be on February 4. LNC recently approved motion to state that no state may throw presidential candidates off the ballot. Several bylaws amendments have been proposed, including removal of region system, creation of all at-large members. Also proposed is a system to allow LNC leadership to remove state party leadership according to the state party bylaws. Hertzsch made everyone aware that business may be moved into Monday for the national convention.

VI. Director Reports

- a. Political – Have not been able to make time yet to meet with chair due to personal timing conflicts. Contacted someone interested in 7th congressional district, offered some advice and information.
- b. Comms – Absent
- c. Tech – Larry Silver was having trouble accessing Civi, was concerned that yahoo was blocking emails from the state for 2FA, switched his 2FA email and it began to work, so make note that yahoo emails may cause an issue. Added districts as “groups” searchable in Civi. Worked with Andy Burns to fix Allen County’s contribution page.
- d. Membership – Vice Chair was absent, membership report presented in writing. Unique members are up from 517 to 522 as of January 17, including 1 new lifetime member.

VII. District Reports

D1. Mr. Schick pleased to report all three counties are having conventions, hoping Rainwater will come up and join, otherwise status quo.

D2. Conventions are coming up, Marshall is planning for 2/13, but has some concerns about making quorum. St. Joe and Kosciusko upcoming in January. St. Joseph took out radio advertisements for county convention and district website. Members Elkhart County recently attended Veteran’s legislation day at the statehouse. District website is LPIND2.org

D3. Allen County convention still on Jan 28, Feb 7 DeKalb, Feb 3 Whitley County, still not heard from Randolph or Wells.

D4. Not much new, Boone County is still growing, and may have a state rep candidate, as well as from Hendricks county. Montgomery convention is 2/19, Morgan county had to re-schedule due to lack of quorum. Putnam county had a new member reach out to

say they wanted to get more involved, Lundy will try to help schedule a meetup. Tippecanoe is planning to have a large number of candidates, possibly 6.

D5. Grant County convention on January 27th at the Branch in Fairmount, IN (change of location due to Sender's café closure). Hamilton county had their convention, heard from Chase Oliver and Donald Rainwater, next meeting is Feb 21st. Currently talking to someone about potentially running for congress district 5. Madison county convention upcoming February 9.

D6. Johnson county convention is today. Hancock will be on February 4. Buck Creek township advisory board just resigned in the past week because of corruption concerns with the trustee. Lomax is planning to run for at-large seat in Hancock county, which may mean a change in county party leadership.

D7. Not much to report, Marion county convention is Jan 27 at the Rathskeller veteran's room. Possible candidate for congress upcoming.

D8. No D8 report. Chair heard that Owen County's convention was scheduled for today, but postponing to Feb 10.

D9. 79 members, 8 affiliates. Lawrence county just had their convention, with several guests, included some bylaws changes including removal of county dues. Harrison county held their convention, with a new treasurer. Jackson county convention will be on 1/21, Floyd on Jan 31, Monroe on Feb 1, Brown on Feb 7, Clark county on Feb 13, Jefferson on Feb 15, Washington also on Feb 15. Next District call Feb 11 on zoom. Upcoming Clark county convention will have a forum between two gubernatorial candidates.

IX. Recess

Recess was called at 11:19am, returned at 11:29am.

X. Teams

- a. Data – No update for current month.
- b. Convention (2024 State) – Still waiting on confirmation for keynote speaker. Brian Nichols will be running through first interview training, and Cara Schultz will also be there for training. Ter Maat, Oliver and Mapstead have all bought presidential packages. Pie throwing and karaoke are being worked out logistically with the venue. The current candidate form indicates that two endorsers are needed for LPIN nomination, but online version does not have it, so that will need updated and addressed at convention for those that did not have endorsers.

XI. Unfinished Business

- a. 2024 National Convention – Recommends that people stay at the host hotel, but recommending that the state party not get a delegate suite. There is an option to get a bedroom with a king bed, but those are too small to house the delegation.

XII. New Business

- a. Bylaws committee - Bylaws committee submitted 3 duly-made proposals to amend the bylaws or standing rules for the upcoming convention, with two versions of the 3rd presented contingent on the result of the first proposal. Soultz explained the work of the committee and the rationale for the presentation. With both proposals 2 and 3 affecting the same area of the bylaws, it is simplest if proposal 3 has two versions pointing to separate areas, rather than a wording change that would be required in proposal 2. Soultz moved to present the four duly-made proposals to the convention in the order emailed to the SCC, Lomax second. Motion passed by voice vote.
- b. Voter Gravity - Voter gravity contract was proposed to replace eCanvasser as the voter connection program (Appendix B). Primary concern was raised that candidates would need to raise funds in order to use the data, rather than in eCanvasser where the state party can give the data directly to the candidates. However, the state party could still send out info or have events for the benefit of candidates, or could reimburse candidate committees to help raise the funds for these issues. Kinser moved to authorize the chair to sign the contract with Voter Gravity, second by Copeland. There is no cost to sign, so motion was passed by voice vote.
- c. HB 1291 – Debate began on the resolution. Discussion began about support of the press release in general, it appeared the general will was to move forward. Discussion began on how exactly the statement should be worded. Coquillard moved to approve the language presented by the SCC to be sent as a press release by the Chair (Appendix A). Lomax second. Motion passed by voice vote.
- d. February SCC Meeting – Upcoming meeting on February 17th, there are no locations currently available for a physical meeting, asked if there was objection to changing to a remote meeting. Soultz noted a bylaws requirement to meet in-person at least once per quarter, chair noted that there would be an in-person meeting in March that would meet that requirement. Lomax moved to change to a remote meeting for February 17, second by Kinser. Passed by voice vote.

XIII. Adjournment

- a. Hagerman moved to adjourn, second by Schick, motion passed, meeting adjourned at 12:53pm.

Respectfully submitted,
Clayton Soultz
Secretary, LPIN

Appendix A

FOR IMMEDIATE RELEASE

LPIN OPPOSES HB 1291

Transgender Hoosiers will be made vulnerable under a bill being proposed in the Indiana General Assembly.

The Libertarian Party of Indiana stands in opposition to legislation limiting rights or freedoms of any citizens, when their actions do not harm others, and HB 1291 facilitates potential discrimination on a state level based on the lifestyle or identity of individuals. Indiana House Bill 1291 replaces “gender” with “biological sex” throughout the Indiana Code, thus putting transgender Hoosiers at risk. The Libertarian Party of Indiana therefore strongly encourages Indiana legislators to vote “no” on this heinous piece of legislation.

“The Legislature is inserting the state into individual choices, putting a blanket, firm legal statute in place that overrides the rights of Hoosiers to peaceably live their lives on their own terms,” Libertarian Party of Indiana state chair Evan McMahon said. “This would, as a matter of law, put fully transitioned people in immediate danger.”

The bill would, in its own language, replace “the term ‘gender’ with the phrase ‘biological sex’ in certain statutes in which the term is used to describe the condition of being physically male or female.”

In reality, it would make things significantly more difficult for transgender Hoosiers, especially those who are fully transitioned into a gender that is different than their sex assigned at birth.

Gender and biological sex are not always the same. Sex is a simple classification based on the reproductive organs one is born with, while gender is a person’s self-representation.

Requiring a fully transitioned woman, for example, to be incarcerated in an all-male prison would put that person in significant danger. Student housing at state universities in single-gender dormitory floors will also be complicated.

It could also complicate individuals attempting to change their names or even the simple act of procuring a driver’s license or state-issued ID. A transitioned person having a state-issued ID under their biological sex could be used to prevent the person from exercising their right to vote, as their gender expression wouldn’t comport to what is listed on their ID.

By replacing “gender” with “biological sex” in anti-discrimination statutes, the state will essentially remove transgender people as full citizens with agency and sovereignty over their own lives and self-expression by creating state sanctioned discrimination against them, while still preventing discrimination by race, religion and other factors.

The Libertarian Party believes in freedom for all individuals, as well as freedom of association. The state should not be a third party dictating the terms of that association or how we as individuals identify and present ourselves. We urge legislators to vote “no” on HB 1291.

Appendix B

Voter Gravity Libertarian National Committee State Affiliate Agreement SOFTWARE LICENSE

AGREEMENT THIS AGREEMENT is entered into by and between VOTER GRAVITY, INC., with offices at 104 North Bailey Lane, Purcellville, VA 20134 ("LICENSOR" or "VOTER GRAVITY") and ("LICENSEE").

WHEREAS, Licensee wishes to license software and Licensor desires to license this software to licensee.

NOW THEREFORE, the parties hereto agree as follows:

1. GRANT OF LICENSE Subject to the terms and conditions of the Agreement, and in coordination with the Libertarian National Committee's agreement with Voter Gravity, Licensor grants to Licensee a non-exclusive, non-transferable license to use the Voter Gravity software, including the Gravity mobile application, Gravity GOTV, Gravity Voter Relationship Manager, and Gravity Phone system (subject to additional fees as set forth below in paragraph 2). Licensee may use the Licensed Programs in executable format for its own use, and may translate or modify the licensed programs or incorporate them into other software. Licensee may not, however, transfer or sublicense the Licensed Programs to any third party, in whole or in part, in any form, whether modified or unmodified.

2. CONSIDERATION TO LICENSOR a. Licensee shall pay no monthly access fees during the term of the Libertarian National Committee's agreement with Voter Gravity. Each state affiliate of the Libertarian National Committee will prohibit individual candidates from accessing the Libertarian National Committee's state affiliate account. Approved Libertarian Party candidates will be offered discounted rates on their own accounts, to be charged on a month by month basis, payable to Voter Gravity by individual candidates: 0 to 100,000 records: \$50.00/month 100,000 to 250,000 records: \$75.00/month 250,000 - 350,000 records: \$100.00/month 350k-500k records and all US Congressional accounts: \$200.00/month Over 500k records or Statewide: to match statewide rates in the Libertarian National Committee's agreement with Voter Gravity. a. If Licensee uses Voter Gravity for live calls the following fees shall apply: \$.05/per connected minute for 1-10,000 minutes each month \$.04/per connected minute for 10,001-20,000 minutes each month \$.03/per connected minute over 20,000 minutes each month b. If Licensee uses Voter Gravity for automated calls or touchtone surveys the following fees shall apply: \$.05/per connected minute c. If Licensee uses Voter Gravity for text messaging, the following fees shall apply: \$.03/per SMS message and \$.05/per MMS message. d. If Licensee uses Voter Gravity for sending emails, the following fees shall apply: \$.002/per email sent. e. If Licensee uses Voter Gravity for sending emails or text messaging, Licensee agrees each email address or mobile number contacted by the Voter Gravity software will have permission of the email address or mobile number's owner to receive emails or text messages from Licensee. Licensee agrees to furnish proof of permission to receive emails or text messages on any email address or mobile phone number added to the Voter Gravity software upon request from Licensor. f. Licensee understands that using the Voter Gravity software to send emails or text messages to any email address or mobile number without permission to receive emails or text messages can be considered a criminal offense and agrees not to do so. g. Licensee waives Licensor of all liability for text messages sent to mobile numbers or emails sent to email addresses without permission from the owner of the mobile number or email address. h. If Licensee wishes to purchase emails from Licensor, fees shall be \$.05/per record provided.

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5. PROPRIETARY RIGHTS Licensee recognizes that Licensor regards the Licensed Programs as its proprietary information and as confidential trade secrets of great value. Licensee agrees not to provide or to otherwise make available in any form the Licensed Programs, or any portion thereof, to any person other than employees of Licensee without the prior written consent of Licensor. Licensee further agrees to treat the Licensed Programs with at least the same degree of care with which Licensee treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Licensed Programs.

6. TERM The license granted hereunder shall continue on a month to month basis unless terminated pursuant to Section 7 and subject to Licensee's proper performance of its obligations hereunder. Licensee may terminate this Agreement at will with written notice to Licensor, and any monies owed to Licensor for use of the Voter Gravity software shall be paid within 30 days of Agreement termination.

7. TERMINATION a. Licensor may terminate this Agreement if Licensee is in default of any of the terms and conditions of this Agreement and fails to correct such after written notice thereof from Licensor. In the event of termination, Licensee will immediately discontinue use of the Licensed Programs, and any monies owed to Licensor for use of the Voter Gravity software shall be paid within 30 days of Agreement termination. b. Licensee may terminate this agreement at will. In the event of termination, Licensee will immediately discontinue use of the Licensed Programs, and any monies owed to Licensor for use of the Voter Gravity software or associated features shall be paid within 30 days of Agreement termination.

8. MAINTENANCE SUPPORT Licensor will provide to Licensee the following support with respect to the Software: (i) If during this Agreement, Licensee notifies Licensor of a substantial program error respecting the Software, or Licensor has reason to believe that error exists in the Software and so notifies Licensee, Licensor shall at its expense verify and attempt to correct such error within thirty (30) working days after the date of notification. If Licensee is not satisfied with the correction, then Licensee may terminate this Agreement, but without refund of any amount paid to Licensor or release of any amounts due Licensor at the time of termination. (ii) In the case that Licensee has technical questions in the use of the Software, Licensee may submit those questions to Licensor. (iii) Licensor agrees to provide Licensee with 1 hour of training. The preferred method of utilizing this time is a "train-the-trainer" session where Voter Gravity trains a small group of people how to effectively use Gravity so they can train other users. Additional training may be purchased for an additional fee of \$100 per 2 hour training session.

9. DELIVERY OF LICENSED PROGRAMS Licensors shall use its best efforts to deliver the Licensed Programs promptly after receipt of the purchase order and export license (if required).

10. WARRANTY DISCLAIMER Licensors license, and Licensee accepts, the licensed programs "AS IS." VOTER GRAVITY PROVIDES NO WARRANTIES AS TO THE FUNCTION OR USE OF THE LICENSED PROGRAMS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE LICENSED PROGRAM IS WITH LICENSEE. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE LICENSED PROGRAMS WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED PROGRAMS WILL BE UNINTERRUPTED OR ERROR FREE.

11. LIMITATION OF LIABILITY VOTER GRAVITY'S LIABILITY TO LICENSEE UNDER ANY PROVISIONS OF THIS AGREEMENT FOR DAMAGES FINALLY AWARDED SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID HEREUNDER BY LICENSEE TO VOTER GRAVITY. IN NO EVENT SHALL VOTER GRAVITY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.

12. NOTICES All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first class mail or personally delivered at the address set forth on the front page. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail five days after proper deposit in a mail box.

13. SUCCESSORS This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns except as otherwise provided herein.

14. SEVERABILITY In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.

15. GOVERNING LAW/FORUM This Agreement shall be governed and interpreted by the laws of the State of Virginia, without regard to choice of law principles. The parties consent to venue and jurisdiction in Loudoun County, Virginia for the resolution of any disputes hereunder. Both parties hereby consent to such personal and exclusive jurisdiction.

16. NON-ASSIGNMENT This Agreement and the licenses granted by it may not be assigned, sublicensed, or otherwise transferred by Licensee without the prior written consent of Licensors.

17. ENTIRE AGREEMENT This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and merges and supersedes all prior agreements, discussions and understandings, express or implied, concerning such matters. This Agreement shall take precedence over any additional or conflicting terms which may be contained in Licensee's purchase order or Licensors' order acknowledgment forms. The parties have caused this Agreement to be executed as of the Effective Date

Appendix C

On January 28th 2024, chair McMahon started an email ballot:

"Move to accept the submitted Bylaws Committee Report."

		Email Ballot
Chair	Evan McMahon	Y
Vice Chair	Kristin Alexander	Y
Secretary	Clayton Soultz	Y
Treasurer	Michael Schultheiss	Y
Political Director	Paul Copeland	Y
IT Director	Chuck Hagerman	Y
Membership		
Communication Director	Andrew Smith	
District 1	John Schick	Y
District 2	Liz Coquillard	Y
District 3	Kristi Avery	Y
District 4	Danny Lundy	Y
District 5	Lauri Shillings	Y
District 6	Luke Lomax	Y
District 7	Adam Johnson	Y
District 8	Adrian Engelberth	
District 9	Darin Kinser	Y

Motion passed with 14 yes votes, 2 not voting.