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## TERREBONNE LIVESTOCK AND FAIR ASSOCIATION

### STANDING RULES

The following Rules and Regulations will govern the club. At no time will these Rules and Regulations be in contradiction to the Articles of Incorporation or the By-laws. If such conflict is found to exist, the Board of Directors shall have the power to resolve such conflict. Subsequent to any ruling of the Board of Directors to resolve any conflict, appropriate record and action shall take place to codify any required amendments or abolishment in accordance with the TLAFA By-Laws.

#### Section 1: General Rules

1. Conflict of Interest Policy- A conflict of interest is defined as an actual or perceived interest by any member in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. Officers and members are obligated to always act in the best interest of the organization. This obligation requires that any officer or member in the performance of organization duties, seek only the furtherance of the organization mission. At all times, officers and board members are prohibited from using their job title or the organization's name or property, for private profit or benefit.
  - a. The officers and members of the organization should neither solicit nor accept gratuities, favors, or anything of monetary value from contractors/vendors. This is not intended to preclude bona-fide organization fund raising activities.
  - b. No officer, or member of the organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his/her knowledge, any of the following has a financial interest in that purchase or contract:
    1. The officer or member;
    2. Any member of their immediate family;
    3. Their partner;
    4. An organization in which any of the above is an officer, director or employee;
    5. A person or organization with whom any of the above individuals is negotiating or has an arrangement concerning prospective employment.
  - c. Disclosure- Any possible conflict of interest shall be disclosed by the person or persons concerned.
  - d. Board Action -When a conflict of interest is relevant to a matter requiring action by the Board and/or the General Membership, the interested person(s) shall call it to the attention of the Board and/or the General Membership and said person(s) shall not vote on the matter. In addition, the person(s) shall not participate in the discussion, decision, or related deliberation regarding the matter under consideration. When there is a doubt as to whether a conflict exists, the matter

shall be resolved by vote of the Board of Directors, excluding any person(s) concerning whose situation the doubt has arisen. Any conflict of interest shall either be resolved through identification of the conflict and a vote to mitigate such conflict. Or, an identified conflict of interest should be dissolved in that it can/should be determined to be non-existent in fact and accepted as such by a vote.

- e. Record of Conflict- The official minutes of the Board shall reflect that the conflict of interest was disclosed and the interested person(s) did not participate in the discussion, final decision or vote and did and did not vote on the matter.
  - f. Members who are challenged by such a position shall remove themselves from any such position. When a member is found to be in a permanent conflict, the Board of Directors shall determine the resolve for such conflict.
  - g. Conflict Challenge - It is the right of any member to challenge a perceived conflict of interest when such a conflict is either not disclosed or otherwise perceived. A challenge can be presented at any meeting. When a perceived situation is challenged and perceived as a conflict of interest, the matter should be resolved or dissolved as stated in this rule.
2. Asset / Property Inventory- An up-to-date inventory of all equipment and supplies owned by the TLAFA will be kept at all times.
  3. Floral/card courtesies will be limited to illness or death of a member or a member's immediate family (member's spouse, children, and mother or father). All other floral courtesies will be handled through a collection from members. Cost not to exceed fifty dollars (\$50.00).
  4. Unruly behavior, of any type, during any sanctioned/sponsored function or event will not be tolerated. Offenders will be asked to leave. Failure to comply shall result in notification of local law enforcement authorities and will result in a police report and charges filed against the offender. If the offender is a club member, immediate disciplinary action shall result in accordance with the TLAFA By-laws.

## **Section 2: Meeting Rules**

The following list of rules will be adhered to at every club meeting without exception. This list of rules supplements the current version of Robert's Rules of Order.

1. Meeting agendas will be created and adhered to for all meetings held by the club, with the exception of committee meetings.
2. All agenda items to be discussed at any meeting, with the exception of committee meetings, will be given to the Secretary, or appointed recorder, three days prior to the meeting.
3. No alcoholic beverages during general membership, Board of Directors, or committee meetings, is allowed.

4. Permission to speak, privilege of the floor, will be obtained from the President or Chair of the meeting.
5. Only one person speaks at a time, without interruption, except by the Secretary, as needed for clarification so as to accurately record information in meeting minutes.
6. Speakers are allotted no more than three (3) minutes of meeting time, unless otherwise granted by the President or Chair, or the meeting agenda.
7. The President or Chair may grant additional time as/if needed.
8. No Profane, insulting, or disrespectful language or comment shall be tolerated by any speaker.
9. Any and all club business shall take place at official meetings. Business transactions that take place outside of any meetings must be duly authorized by the Club in accordance with the TLAFA By-Laws.
10. Outside business shall not be discussed nor included in official club meetings. Discussion pertaining to the club and/or its business should be shared with the general membership.
11. Anything not on the agenda can only be discussed with approval of the president.
12. Meetings shall be conducted in accordance with the current edition of ROBERT'S RULES OF ORDER, NEWLY REVISED or order accepted by the President or Meeting Chair.
13. At a special board meeting which will occur after the election meeting in December and prior to the first general meeting in January, each board member that was not re-elected must have his/her job description and all documents pertaining to his/her duties so that this can be turned in to the Secretary.

### **Section 3: General Financial Rules:**

1. All TLAFA Financial Transactions, Accounts and Business will be conducted in accordance with the generally accepted accounting practices (GAAP).
2. Any and all business conducted by the club that involves monies and/or other resources of any type exceeding five hundred dollars (\$500.00) to any one person(s), business entity, or vendor, shall be captured in a legal binding contract and approved by a majority vote of the General Membership and the Board of Directors. At a minimum, all contracts will include the following information:
  - a. Date- effective date(s), including start, duration and end date of the contract.
  - b. Service or Delivered Product(s)- include the desired product to be purchased, leased, or otherwise acquired by the club in detail
  - c. All responsible parties and specific duties/responsibilities incurred through the contract.
3. Verbal/Oral contracts will not be used for business that extends beyond 24 hours in duration or when services/leases exceed more than one day (24-hour period).
4. Verbal/Oral contracts are only to be used in emergency situations and can only be executed with a majority approval of the Board of Directors.

5. All club financial records shall, at all times, be subject to review/inspection by the Board and General Membership upon request.
6. All checks from the general funds account shall be signed by at least two (2) of the following:
  - a. President, Secretary, and/or Treasurer; however, the two signatures may NOT be from the same family.
7. The treasurer may be bonded in such amount as the Board of Directors shall determine, and the cost of the bond is to be paid by the club.
8. A petty cash fund may be established at the discretion of the Board. When established, the fund will be maintained in accordance with generally accepted accounting practices (GAAP) as follows:
  - a. Location and Designated Staff:
    - 1) Petty cash funds will be kept in a locked location, such as a cash box or drawer, with records/documentation of all transactions. The Board will designate a custodian of the petty cash fund who will be responsible for all funds, to include authorization and disbursement of the funds.
    - 2) A third person will be assigned to reconcile the petty cash fund at the end of each month the petty cash fund exists for accountability and reporting to the Treasurer for the TLAFA monthly financial report.
    - 3) An internal control to monitor petty cash use in the form of a spot audit of the funds and account will be completed each month by a board member.
  - b. The petty cash fund will not exceed One Thousand Dollars (\$1,000.00) at any time. Monies will not be received by this fund for any reason. The fund ledger will record the balance at all times by the amount of cash in the fund or by a combination of cash and receipts for disbursements. Petty Cash will only be used for minor repair costs (not to exceed \$500.00), small cash purchases (not to exceed \$500.00), replacement office supplies, postage, delivery and shipment fees and gratuities.
  - c. The Account and Funds:

A TLAFA check will be written to the custodian to initiate the petty cash fund. The custodian will cash the check and place the cash in the locked location for the petty cash funds. The fund custodian will submit a written request form to replenish petty cash funds, as needed to maintain a balance not to exceed \$1,000.00. The request form, along with a report (copy of the fund ledger) will be submitted with proof that the remaining cash in the fund, the documentation of disbursements and the requested replenishment amount equals the total amount established for the petty cash fund. The fund will be closed out at the end of each calendar year, no later than December 30th, and reinitiated at the beginning of the new calendar year.

d. Disbursements

The fund custodian will ensure that receipts are obtained for all disbursements. A general ledger/log will be created and maintained by the fund custodian to account for all petty cash and to record transactions and monthly audit and reconciliation. Numbered vouchers/receipts, such as those found in store bought voucher book/receipts, that include member/funds recipient name, date, purpose for the request and expense type will provide the necessary information and tracking mechanism along with the fund ledger/log.

e. Recording Transactions

The check written to the custodian for the petty cash funds is recorded as a debit to petty cash in the TLAFA general funds account and a credit to cash in the Petty Cash Fund with the check number recorded. Petty cash disbursements are recorded in the appropriate expense accounts (committees when applicable) throughout the month. Accordingly, committees will report their spending of petty cash at the monthly general membership meeting report. Replenish petty cash funds before completing the TLAFA financial statements for the month so that the cash amount in the petty cash fund matches the balance recorded for the petty cash account. The petty cash general ledger account is recorded as a current asset on the company's balance sheet.

9. An annual audit will be conducted before each newly elected Treasurer assumes responsibility for the financial records of the TLAFA. This audit may be done by a committee of club members or an external auditor/accountant obtained by the club.
10. Corporate reports will be filled out in a timely manner by the treasurer of the club.
11. The Board of Directors may authorize the expenditure of up to one thousand dollars (\$1000.00) per month. Any expenditure beyond one thousand dollars (\$1000.00) per month must be approved by the general membership at a regular monthly meeting.
12. Emergency expenditures that exceed one thousand dollars (\$1000.00) in a month must be approved by a unanimous vote of the Board of Directors.
13. The Board may undertake to raise funds by voluntary means, but may not levy assessments nor raise dues. Such action may be taken only by vote of the general membership.
14. The TLAFA will not purchase food or drinks or beer for other organizations that use the arena for any event. This does not include events whereas the TLAFA will sell concessions during an event held at the TLAFA arena.
15. All proceeds for any event, activity, function, or event sponsored by the TLAFA will be passed through the TLAFA general fund account.
16. Monies collected with the sole intent of being paid out for the lease of livestock, at a TLAFA sanctioned event, will be documented on a TLAFA livestock (committee) event sheet and will include the following information:

- a. Date of the Event
- b. Hosting Committee
- c. Fees for the Event- broken down by participant, category, and/or level
- d. Amount collected from each participant
- e. Names of participants
- f. Total fees collected and paid out
- g. Signatures of the following:
  - 1) Committee Chair or Representative
  - 2) Witness- Selected by the Board
  - 3) Stock Contractor (Recipient of Funds)

The event sheet will then be treated as a TLAFA check, to be submitted to the Treasurer for the purpose of recording the receipt and immediate dispersal of funds. Additionally, fees/amounts will be reported by the Committee Chair at the next General Membership Meeting. As with all other payment to contractors or vendors, an IRS Form 1099 will be issued when required by law.

17. All money coming into the treasury will be deposited into the TLAFA General Funds Account. The only exception to this rule will be Rule #16 (above).
18. All disbursements, bills, and other funds paid out will be done so by check from the TLAFA General Fund. The only exception to this rule will be Rule #16 (above).
19. Any and all documents, reports or financial statements that are to be turned into the Secretary must be completed and ready for the Secretary to file. These are to be turned in at the first general or board meeting following the event.

#### **Section 4: Arena Rules**

The TLAFA arena, located at 220 Moffett Road, Houma, LA 70360, also described as the Houma Airbase Arena, is obtained for use by the TLAFA through a Gentlemen's Agreement with the Hercules Carnival Club.

The TLAFA arena, owned by Terrebonne Parish and leased by Hercules Carnival Club, is maintained by the TLAFA for use in a manner that serves the parish community and TLAFA members.

1. Use of the arena is authorized to all members and their guests.
2. Neither member, nor family of member(s) shall profit monetarily, or otherwise, through use of the arena. This includes, but is not limited to use for the purpose of providing lessons of any type, or through/by using the arena as a means by which a profit of any type is gained. Conflict of Interest Statement shall guide and govern in such a situation.
3. All guests will complete a Club Acknowledgement of Risk form prior to using the arena or participating in arena events. It is the responsibility of the Committee Chair of the

committee hosting such an event, and/or the member of the guest to ensure that a form is completed and on file with the club Secretary.

4. There shall be neither glass containers nor glass of any type inside the arena. MEMBERS ARE RESPONSIBLE FOR GUESTS.
5. Signs must be posted at the entrance of arena stating "RIDE AT YOUR OWN RISK". The Louisiana Farm Animal Activity law will be cited on this sign as well as follows: "WARNING Under Louisiana law, a farm animal activity sponsor or farm animal professional is not liable for an injury to or the death of a participant in a farm animal activity resulting from the inherent risks of the farm animal activity, pursuant to R.S. 9:279S.1.11.
6. No advertising of any kind will be allowed on the TLAFA arena property unless a sponsorship is purchased from the club or approved by the Board.
7. NO OUTSIDE ALCOHOL OR GLASS BOTTLES, ICE CHEST, OR FOOD will be allowed on the TLAFA grounds when concession stand is open.

### **Section 5: Events/Functions Rules**

1. There will be NO complimentary tickets given out to anyone without prior approval of the Board for rodeos or any other functions or events whereas tickets for entry and/or services are sold with the intent to generate funds.
2. The Rodeo committee will prepare all special and complimentary tickets and send a letter from the TLAFA with the complimentary tickets to those approved. A list of all names and numbers of tickets will be kept by the Secretary.
3. All events, functions, or activities sponsored by the TLAFA will be proposed to the group, specific information will be included, choices will be presented from all views, and details reported to the TLAFA. The TLAFA will approve all or make changes after which they will vote on this activity. No activity will be sponsored by the TLAFA unless final approval is given by the TLAFA board before the fact.
4. Any and all documents, reports or financial statements that are to be turned into the Secretary must be completed and ready for the Secretary to file. These are to be turned in at the first general or board meeting following the event.

### **Section 6: General Discipline**

Misconduct is defined as conduct that is detrimental to the Good Order, Purpose, and Objectives of this Club, as stated in the TLAFA By-Laws and the TLAFA Articles of Incorporation.

1. Any member may prefer charges against any other member for alleged violations of these By-Laws, Articles of Incorporation, or general misconduct prejudicial to the good order or the best interest of the club.



2. Written charges with specifications must be filed in duplicate with the Secretary within fourteen (14) days of the alleged misconduct. The secretary shall promptly notify the President who will convene a Special Board Meeting.

The President will present the charges of misconduct to the Board of Directors for review. Only the matter(s) presented and information included in the preferred charges, as presented in the written charges, can be considered by the Board of Directors.

If it is found that the charges were false, then the accuser will face disciplinary action as set forth below.

3. Upon review of preferred charges, the Board of Directors can choose one of the following options to resolve the matter of misconduct:
  - a. Determine disciplinary action based on the misconduct.
  - b. Refer the matter to a Grievance Committee for further consideration and recommendation of disciplinary action, if necessary. If any Board Member is directly involved in misconduct preferred to the Board, other than as a witness to the alleged misconduct, the President shall immediately convene a Grievance Committee.
4. In cases of misconduct, the Board of Directors will have the final say regarding disciplinary action.

### **Section 7: Grievance Committees**

1. Should a grievance committee be ordered to convene, the committee shall meet and fix a date of a hearing to review the matter/misconduct under grievance. The date of the hearing shall occur no less than two (2) weeks nor more than four (4) weeks thereafter. The secretary shall promptly send one copy of the charges to the accused member by certified mail and electronic mail (e-mail) with return receipt requested, together with a notice of the hearing and an assurance that the defendant may personally appear in his or her own defense and bring witnesses, if he or she wishes. The investigation and disciplinary action, if any, will proceed according to the current Robert's Rules of Order.
2. Upon need and notice, the President will select three (3) primary and two (2) alternate members from the general membership as a grievance committee to serve until a grievance is resolved.
3. The Vice President will be the presiding officer of the committee and shall have no vote when determination of any disciplinary action is warranted.
4. An alternate member may be called upon to serve on the committee when a regular member of the committee feels, for personal or other reasons, there would be a conflict of interest, and upon justification to the President, the President may designate an alternate to take his or her place.



**Section 8: Board Member Removal**

Any Board member may be removed from office for cause. Cause may include, but is not limited to, the following:

1. Failure to meet commitment and obligation as a board member, as identified in these by-laws. Removal requires a majority vote by the remaining Board of Directors and the general membership at a special meeting.
2. Without good reason, missing three (3) or more consecutive meetings. This includes any and all scheduled meetings of any type. The Board of Directors shall approve "good reason" via a majority vote.
3. When conduct of the board member is deemed to warrant such cause. This may include, but is not limited to, conduct such as:
  - a. Criminal conduct either within the club, during a club sanctioned event or as recorded by public record.
  - b. Misconduct as defined in this Article that is contrary to the good order and/or interests of the club.