

# **BYLAWS OF THE SOUTHWEST CATTLED OG ASSOCIATION**

## **ARTICLE I. NAME.**

The name of this organization shall be the Southwest Cattle dog Association.

## **ARTICLE II. PURPOSE.**

The Southwest Cattle dog Association is a nonprofit corporation whose purpose is to foster, promote and develop the use of cattedogs for the benefit of farmers, ranchers, other livestock owners and cattedog handlers, to foster, promote and facilitate humane handling of livestock by encouraging proper use of well trained cattedogs and to foster, promote and facilitate humane handling of livestock by educating farmers, ranchers, other livestock owners and cattedog handlers in the proper use of well trained cattedogs. It shall conduct educational events, including clinics, trials and demonstrations, and shall sanction trials, keep records for the purpose of qualifying dogs for the State Cattedog Finals and shall be responsible for conducting the State Cattedog Finals.

## **ARTICLE III. MEMBERSHIP.**

**Section 1. General Qualifications.** Any individual, family, partnership, corporation, association, or other entity may, by paying annual dues, be a member of the Southwest Cattle dog Association and shall be entitled to the benefits of such membership.

**Section 2. Voting Rights.** Those individual members of the Southwest Cattle dog Association who are current with respect to dues in the year of any vote and who have, in the 12 months preceding the vote, trialed a dog at any level at a cattedog trial at which one or more classes is sanctioned by the Southwest Cattle dog Association.

**Section 3. Membership Dues and Service Fees.** The Board of Directors may determine from time to time the amount of membership dues and the amount of fees for services that shall be payable to the Southwest Cattle dog Association. The Board of Directors may also establish the time or times at which membership dues and service fees are due and payable, and procedures for dealing with members and others in default of payment.

**Section 4. Annual Meeting.** The annual meeting of the membership shall be held at such time and place as the Board of Directors may designate. Notice of the annual meeting shall be provided to members, my mail, email or announcement on the Southwest Cattle dog Association website, not fewer than 45 days prior to the meeting.

## **ARTICLE IV. DIRECTORS.**

**Section 1. Powers of the Board.** A Board of Directors shall manage the property and affairs of the Association. Except as limited by law, the Board of Directors shall have and is vested with the power and authority to do, or cause to be done, any and all things for and on behalf of the Association, to exercise or cause to be exercised any and all of its powers, privileges or franchises and to seek the effectuation of its purposes and objectives.

**Section 2. Number and Qualifications.** The Board of Directors shall consist of not less than six (6) members of the Southwest Cattledog Association who are in good standing and who continue to trial every year while on the board. The Board of Directors may establish the method of election and appropriate steps to ensure that all members eligible to vote are provided a reasonable opportunity to vote.

**Section 3. Term of Office. Beginning in 2012,** The Board of Directors shall be elected from three regions. One Director shall be elected from each region annually. If no one is nominated from a region, then a director at large may be nominated to represent that region. The three regions shall be initially established by the Board of Directors prior to the 2012 election of Directors. Terms of the Directors will be staggered such that the terms of one Director from each region shall expire each year. The term of office of the Directors shall be three years and until their successors are elected and take office. Nothing contained herein shall preclude a member of the Board of Directors from succeeding himself/herself, except that no person shall consecutively serve more than two three-year terms. Following service of two consecutive three-year terms, a member would again be eligible for election to the Board of Directors at the first election following the end of the most recent term served by that former Director.

**Section 4. Election of Directors.** Election of Directors shall take place at the State Cattledog Finals during the annual meeting. Nominations for each region will be taken from the floor and election will be by secret ballot. Ballots will be counted and results announced before the meeting adjourns.

**Section 5. Commencement of Term of Office.** Newly elected Directors shall commence their term of office on the first day following the conclusion of the State Cattledog Finals.

**Section 6. Vacancies.** In case of a vacancy on the Board of Directors, the Directors shall have the power to fill such vacancy with the appointment of a member who lives in the region with the vacant seat to serve the unexpired term until the election, at which time the opening would be filled in the same manner provided in Section 4.

**Section 7. Compensation.** No director shall receive any compensation for any service performed as a member of the Board of Directors or as a member of the Southwest Cattledog Association. However, by resolution of the Board, reimbursement for expenses, if any, may be allowed for performing duties assigned by the Board.

**Section 8. Regular Meetings.** Regular meetings of the Board of Directors, if held, shall be held with notice at such time or times and place or places as shall be fixed by resolution of the Board. Meetings may be held in person, by telephone conference call or by Internet forum. Any business may be transacted at a regular meeting. Any matter at hand will be voted on by the Directors in attendance with no proxies. The SWCDA Board of Directors or Committee members of any committee designated by such board may participate in and hold meetings by means of a private internet web forum that provides access to the meeting in a manner by which each member participating in the meeting can communicate concurrently with each other participant. Participation in a meeting under this procedure shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**Section 9. Special Meetings.** A special meeting of the Board may be called at any time by the President, or any three or more of the Directors by giving ten days' notice of such meeting to each member of the Board of Directors, either personally or by mail, stating the time, place and

purpose of any such meeting. The purpose of the special meeting must be specified in writing and provided to each Board member at the time the meeting is called.

**Section 10. Waiver of Notice.** Any notice provided or required to be given to the Directors may be waived in writing by any of them, whether before, at, or after the times stated therein. The attendance of a Director at any meeting shall constitute waiver of notice of such meeting except where the Director attends and so states at the opening of the meeting, for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

**Section 11. Quorum.** At all meetings of the Board of Directors a majority of the whole Board shall constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum, except as may be otherwise specifically provided by law or by these Bylaws or by Articles of Incorporation shall be the act of the Board of Directors.

**Section 12. Resignation.** Any Director may resign at any time by giving written notice thereof to the Board of Directors. Such resignation shall take effect at the time specified in the notice, and unless otherwise specified therein, formal acceptance of such resignation shall be necessary to make it effective.

**Section 13. Removal.** Any Director may be removed by the vote of two-thirds of the Directors present at any regular meeting or any special meeting called for that purpose at which a quorum is present and at least ten days previous written notice was provided and the Director is offered the opportunity to speak.

## **ARTICLE V. OFFICERS.**

**Section 1. General.** The officers of the Southwest Cattledog Association shall consist of a President, a Vice-President, and a Secretary/Treasurer. No offices may be held by the same person.

**Section 2. Election of Officers.** The President, Vice-President and Secretary/Treasurer shall be elected annually, from the members of the Board of Directors, by the Board of Directors at the first Board meeting following the State Cattledog Finals.

**Section 3. Term of Office.** Each officer of the Association shall hold office for a term of one year or until a successor is selected, unless the officer is removed or resigns before such time. Nothing contained in these Bylaws shall preclude an officer from succeeding himself/herself, except that no person shall hold the office of President, Vice-President, or Secretary/Treasurer for more than three consecutive years.

**Section 4. Compensation.** Reimbursement for expenses, if any, of the President, Vice-President, or Secretary/Treasurer in attending meetings or carrying out responsibilities designated by the Board of Directors shall be fixed by the Board of Directors. Compensation for the staff and expenses for carrying out official responsibilities shall be fixed by the Board of Directors.

**Section 5. Removal.** Any officer may be removed by the vote of two-thirds of the Directors present in person at any regular meeting or any special meeting called for that purpose at which a quorum is present and at least ten days previous written notice was provided and the officer is offered the opportunity to respond to any accusations.

**Section 6. Resignation.** Any officer may resign at any time by giving written notice of such resignation to the Board of Directors.

**Section 7. Vacancies.** Vacancies caused by the death, resignation, incapacity, removal or disqualification of any officer shall be filled by the Board of Directors. Any person so appointed to fill such vacancy shall serve at the pleasure of the Board for the un-expired term of the predecessor or until the successor is elected and commences the term of office.

**Section 8. President.** The President shall preside at all meetings of the membership and the Board of Directors and shall be a member ex-officio, with the right to vote, on all committees. The President shall also, at the annual meeting of the Southwest CattleDog Association and at such other times as the President deems proper, communicate to the membership and to the Board of Directors such matters and make such suggestions as may, in the President's opinion, tend to promote the prosperity and welfare and increase the usefulness of the Southwest CattleDog Association. The President shall have power to execute on behalf of the Southwest CattleDog Association and in the name of the Southwest CattleDog Association, any deed, contract or other instrument requiring the signature of an officer of the Southwest CattleDog Association, except where the signing an execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Southwest CattleDog Association. The President shall not have the power to execute on behalf of or in the name of the Southwest CattleDog Association any note or other obligation of indebtedness without the specific authorization of the Board of Directors. Unless authorized by the Board of Directors, no officer, agent or employee shall have any power or authority to bind the Southwest CattleDog Association in any way, to pledge its credit or to render it liable pecuniarily for any purpose or in any amount. The President shall perform such other duties as are necessarily incident to the office of the President.

**Section 9. Vice-President.** The Vice-President shall act in the capacity of the President in the event of the President's absence, disability or death and shall perform such other specific duties as may be assigned by the President or the Board of Directors.

**Section 10. Secretary/Treasurer.** The Secretary/Treasurer shall issue notices of meetings, keep minutes of all Board of Directors and membership meetings, keep all records of the Southwest CattleDog Association, including the membership roll, and records on the Southwest CattleDog Association website, in such manner as may be directed by the Board of Directors. The Secretary/Treasurer shall prepare a suitable report of financial and other business of the Southwest CattleDog Association for the regular annual meetings, or at such times as may be considered necessary by the President. The Secretary/Treasurer shall also carry out such other duties as the Board of Directors may determine.

**Section 11. Delegation of Duties.** If any officer is absent, or unable to act, or for any other reason the Board may deem sufficient, the Board may delegate, for the time being, some or all of the functions, duties, powers and responsibilities of any officer to any other officer, agent, or employee of the Association or other responsible person, provided a majority of the whole Board concurs therein.

**Section 12. Appointment of Other Officers and Agents.** The Board of Directors may also appoint, from time to time, such other officers, agents and attorneys-in-fact as it may deem necessary or advisable. All appointed officers, agents, and attorneys-in-fact shall hold their respective positions at the pleasure of the Board or for such terms as the Board may specify,

and they shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors or by an elected officer empowered by the Board to make such determination.

## **ARTICLE VI. COMMITTEES.**

**Section 1. Committees.** The Board of Directors may, from time to time, establish such committees as it deems necessary or appropriate, with such powers and authority, as the Board shall designate. The members of each committee shall be appointed by the President with the approval of the Board of Directors. A majority of the members of any committee shall constitute a quorum for the transaction of business at any meeting of that committee. Each committee shall meet at such times as may be designated by the President or the Board of Directors.

**Section 2. Place of Meeting.** Meetings of committees may be held at any place, via telephone conference or via Internet forum as determined by the President or by the Board of Directors.

**Section 3. Compensation.** Reimbursement for the expenses, if any, of attending meetings of any committee shall be designated and approved by the Board of Directors.

**Section 4. Removal.** Any member of any committee may be removed by a vote of the Board of Directors at any meeting at which a quorum is present.

**Section 5. Resignation.** Any member of any committee may resign at any time by giving written notice of such resignation to the President or Board of Directors.

**Section 6. Vacancies.** Vacancies caused by death, resignation, incapacity, removal or disqualification of any member of a committee shall be filled by the President with the approval of the Board of Directors.

## **ARTICLE VII. GENERAL PROVISIONS.**

**Section 1. Fiscal Year.** The fiscal year of the Southwest Cattledog Association shall be such as may be designated from time to time by the Board of Directors.

**Section 2. Financial Controls.** Funds of the Southwest Cattledog Association shall be handled and expended in keeping with accepted budget and accounting practices under policies established by the Board of Directors. Funds kept in deposit accounts will be monitored at regular intervals to ensure that reasonable returns are achieved on investments.

**Section 3. Indemnification of Directors, Officers and Agents.** Each person who is or was a Director, officer or agent of the Southwest Cattledog Association or is or was serving at the request of the Southwest Cattledog Association as a Director, officer or agent or another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Southwest Cattledog Association as of right to the full extent permitted or authorized by the laws of the State of Texas. The indemnification provided by this Bylaw provision shall be indemnification against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with any action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interest of the Southwest Cattledog Association, and with respect to any criminal action or proceeding, has no reasonable cause to believe the conduct was unlawful. No person shall be liable to the Southwest Cattledog Association for any loss,

damage, liability, or expense suffered by it on account of any action taken or omitted to be taken as a Director, officer or agent of the Southwest CattleDog Association or of any other corporation, partnership, joint venture, trust, or other enterprise, that the person serves as a Directors, officer or agent at the request of the Southwest CattleDog Association, if the person exercised the same degree of care and skill as a prudent person would have exercised under the circumstances in the conduct of their own affairs, or if the person took, or omitted to take, such action in reliance upon the advice of counsel for the Southwest CattleDog Association or for such other corporation, firm, or other enterprise, or upon statement made or information furnished by Directors, officers or agents of the Southwest CattleDog Association or of such other corporation, firm, or other enterprise that the person had no reasonable grounds to disbelieve. The indemnification provided by this section shall inure to the benefit of the heirs, executors and administrators of such person.

**Section 4. Corporate Offices.** The Southwest CattleDog Association may have such corporation offices within or without the State of Texas as the Board of Directors may from time to time designate or as the business of the Southwest CattleDog Association may require.

**Section 5. Records.** The Southwest CattleDog Association shall keep accurate books and records of account and shall also keep Minutes of the meetings of its members, Board of Directors and each committee having any of the authority of the Board of Directors.

**Section 6. Amendments.** These Bylaws may from time to time be altered, amended or repealed, or new Bylaws may be adopted by the vote of two-thirds of the members eligible to vote who cast mail ballots on such matter.

## **Article VIII. DISSOLUTION**

**Section 1. Dissolution.** Dissolution of the Southwest CattleDog Association shall be authorized only by the affirmative vote of two-thirds (2/3) of the members of the Board of Directors.

**Section 2. Distribution of Assets.** Upon dissolution the assets of the Southwest CattleDog Association shall be applied and distributed as follows:

- a) All liabilities and obligations of the Southwest CattleDog Association shall be paid and discharged or adequate provisions shall be made therefore.
- b) Assets held by the Southwest CattleDog Association on condition requiring return, transfer, or conveyance which condition occurs by reason of dissolution shall be returned, transferred, or conveyed in accordance with such provisions.
- c) After all expenses have been paid, assets received and held by the Southwest CattleDog Association subject to limitations permitting their use only for charitable, or similar purposes but not held upon condition requiring return, transfer, or conveyance by reason of the dissolution shall be transferred or conveyed to one or more charitable organizations.
- d) Under no circumstances shall any of the Southwest CattleDog Association's assets be distributed to any officer or Director or member of the Southwest CattleDog Association.

## **CERTIFICATE**

We, the undersigned, hereby certify that the foregoing Bylaws were duly adopted by the members of the Southwest CattleDog Association on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.