



**Board of Directors Meeting Agenda  
November 3, 2021  
Noon - 1:30pm CT/11:00am - 12:30 MT  
Zoom**

TOPIC	PAGES	ACTION/ DISCUSSION/ INFORMATIONAL
<b>CALL TO ORDER</b> a. Roll Call b. Housekeeping, changes to agenda, declaration of conflict of interest		<b>INFORMATIONAL</b>
<b>OTHER ITEMS</b> a. Legal Services b. Development Director Contracts c. Executive Director Vacancy d. Governor's Hunt Follow up	2-7	<b>ACTION</b>
<b>ADJOURN</b> c. <i>Next meeting date November 10 @ 10am – noon CT/9am – 11:00 MT – via Zoom</i>		<b>INFORMATIONAL</b>



## CONTRACT FOR DEVELOPMENT DIRECTOR SERVICES

This agreement is entered into by and between the SECOND CENTURY HABITAT FUND (hereinafter referred to as FUND) with an address of 4130 ADVENTURE TRAIL, RAPID CITY, SD 57702 and SAL ROSELAND (hereinafter referred to as CONTRACTOR), with a mailing address of 33624 174th STREET, SENECA, SD 57473 for the general purpose of providing fundraising services in support of the FUND projects and priorities.

The following terms, scope of services and conditions constitute the contractual agreement (“Agreement”) between the CONTRACTOR and the FUND for services described herein. This Agreement will be binding upon execution.

### 1. SCOPE OF SERVICES.

- A. CONTRACTOR agrees to assist the FUND in planning for and securing the necessary financial resources to support identified projects and priorities of the FUND. Performance will be measured against the goal of raising \$2 million on an annual basis.
- B. CONTRACTOR understands and agrees that their principal responsibility during the term of this Agreement is to make contacts with prospective donors in support of projects to be prioritized by the Board of Directors.
- C. CONTRACTOR will directly report to the Executive Director of the FUND and work cooperatively with the Executive Director and the consulting firm, Bannack Group, in the planning and implementation of services provided under this contract.
- D. CONTRACTOR will provide monthly reports of progress to the FUND Board of Directors.

2. **TERM; RENEWAL.** This Agreement shall commence on October 1, 2021, and shall continue for one (1) year, concluding on September 30, 2022, and shall thereafter renew on a month-to-month basis unless otherwise terminated. This Agreement may be terminated at any time pursuant to Section 4. During the term of the Agreement, CONTRACTOR will serve as an independent service provider to the FUND.

3. **COMPENSATION; EXPENSES.** In return for the performance of the services described above, FUND shall be responsible for a monthly service fee of \$6,666.67 to be paid on the 1<sup>st</sup> of each month for the duration of this Agreement to CONTRACTOR. The FUND agrees to reimburse the CONTRACTOR for approved expenses such as mileage, lodging, airline travel and meals. All expenses will be reimbursed at cost. Mileage will be reimbursed at the federal GSA rate per mile. Reimbursed expenses will not include expenses for general office operations. CONTRACTOR shall submit monthly invoices for approved expenses to the Executive Director and shall be paid within thirty (30) days of receipt. Payments made to the CONTRACTOR shall be deemed to include all taxes of any description, federal, state, or municipal assessed against the CONTRACTOR by reason of this agreement. CONTRACTOR is responsible for reporting and payment of all such taxes.

4. **ASSIGNMENT; TERMINATION.** This Agreement may not be assigned, except by written agreement of the Parties. Either party may terminate the Agreement by providing written notice of termination to the other party. The agreement will terminate sixty (60) days after all parties receive written notice of termination, provided that the FUND has paid all outstanding balances, including monthly service fees and expenses accrued after providing written notice of termination. Upon termination, any and all prospect information held or managed by CONTRACTOR including hardcopy and digital formats, will be returned to the FUND, along with all marketing collateral in any form. Sections 7 - 11 shall survive any such termination.
7. **CONFIDENTIALITY.** The terms and conditions of this Agreement are confidential and may not be disclosed by either party to a third party, except with the prior written consent of the other party or as required by applicable law or regulations. Any and all information and materials provided to CONTRACTOR by the FUND, whether orally or in written form, and all work performed by CONTRACTOR under this Agreement shall be held by CONTRACTOR in the strictest confidence and will not be disclosed to any other persons, firms or organizations whatsoever without the prior approval of the FUND.
8. **INDEMNIFICATION.** CONTRACTOR agrees to indemnify and hold harmless the FUND, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require CONTRACTOR to be responsible for or defend against claims or damages arising from the errors or omissions of the FUND, its officers, agents or employees, or from the errors or omissions of third parties unless such errors or omissions resulted from the acts or omissions of CONTRACTOR.
9. **INSURANCE.** CONTRACTOR agrees to maintain during the term of this agreement appropriate and adequate insurance coverage including commercial general liability. CONTRACTOR will provide proof of insurance annually to the Executive Director.
10. **INDEPENDENT NATURE.** While performing the services hereunder, CONTRACTOR is acting as an independent contractor and not as an officer or employee of the FUND. CONTRACTOR agrees to furnish, at its expense, all office equipment, office supplies, computers, and phones necessary for providing services under the terms of this Agreement.
11. **GOVERNING LAW.** The laws of the State of South Dakota shall govern this Agreement both as to interpretation and performance.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the day and year written below.

**SECOND CENTURY HABITAT FUND  
LISA WEYER, EXECUTIVE DIRECTOR**

**CONTRACTOR  
SAL ROSELAND**

Print: \_\_\_\_\_  
Date: \_\_\_\_\_

Print: \_\_\_\_\_  
Date: \_\_\_\_\_



## BANNACK GROUP SERVICES AGREEMENT

BANNACK GROUP, LLC, with a mailing address of P.O. BOX 1823, BOZEMAN, MT 59771, is pleased to offer this services agreement to SOUTH DAKOTA HABITAT CONSERVATION FOUNDATION, INC, with a mailing address of 4130 ADVENTURE TRAIL, RAPID CITY, SD 57702.

The following terms and conditions constitute the contractual agreement (“Agreement”) between BANNACK GROUP, LLC (“Bannack”) and SOUTH DAKOTA HABITAT CONSERVATION FOUNDATION, INC, d/b/a SECOND CENTURY HABITAT FUND (“Client”) for services described herein. This Agreement will be binding upon execution.

1. **SCOPE OF SERVICES.** BANNACK will provide Client with professional services described in ATTACHMENT A – SCOPE OF SERVICES. Additional services beyond the scope and purpose of services described herein, including ongoing advising and consultation, shall be mutually agreed upon and set forth in a separate, written agreement. BANNACK services do not constitute, and shall not be understood to constitute, legal services or legal advice.

2. **TERM; RENEWAL.** This Agreement shall commence on October 1, 2021, and shall continue for one (1) year, concluding on September 30, 2022, and shall thereafter renew on a month-to-month basis unless otherwise terminated. Please find exception articulated in Attachment A. Notwithstanding the foregoing, this Agreement may be terminated at any time pursuant to Section 6. During the term of the Agreement, Bannack will serve as an independent service provider to the Client.

During the term of the agreement, BANNACK will serve as an independent service provider to the Client. Furthermore, this Agreement will be binding upon execution.

3. **PRINCIPAL CONTACT:** The principal Bannack contact for this Agreement shall be:

Chase Rose, (406) 580-4328, chase.rose@bannackgroup.com

Bannack may use additional consultants or replace a consultant with another possessing substantially equivalent training, skills and level of competence required to perform the services.

4. **COMPENSATION; EXPENSES.** In return for the performance of the services described above, Client shall be responsible for all retainers, fees and expenses outlined in the attachment titled, “ATTACHMENT B – RETAINER, SERVICE FEES AND EXPENSES.”

5. **PAYMENTS; LATE FEES.**

Retainers: monthly retainers are due on the first (1<sup>st</sup>) day of the month. Client agrees to pay BANNACK all monthly retainers on or before the first (1<sup>st</sup>) day of the month in which the retained services are to be rendered.

Service Fees and Expenses: BANNACK will produce and deliver to the Client invoices for all fees and expenses owed in a timely manner. Client agrees to pay BANNACK all invoiced fees and expenses within fifteen (15) business days of receipt.

Late Fees: BANNACK reserves the right to assess, and Client agrees to pay, a late fee for unpaid retainers, fees and expenses that have been outstanding for thirty (30) or more business days. The amount of the late fee shall not exceed ten percent (10%) of the outstanding balance. The late fee shall be compounding and assessed on a monthly basis.

Payment Options: Client may pay via online bill pay, ACH transfer, printed check or credit card. Credit card payments are subject to a reasonable credit card processing fee.

6. **ASSIGNMENT; TERMINATION.** This Agreement may not be assigned, except by written agreement of the Parties. Either party may terminate the Agreement by providing written notice of termination to the other party. The agreement will terminate sixty (60) days after all parties receive written notice of termination, provided that the Client has paid all outstanding balances, including retainers, service fees, late fees, and expenses accrued after providing written notice of termination. Upon termination, any and all prospect information held or managed by BANNACK, including hardcopy and digital formats, will be returned to Client, along with all marketing collateral in any form. Sections 7 - 11 shall survive any such termination.
7. **CONFIDENTIALITY.** The terms and conditions of this Agreement are confidential and may not be disclosed by either party to a third party, except with the prior written consent of the other party or as required by applicable law or regulations. Any and all information and materials provided to BANNACK by Client, whether orally or in written form, and all work performed by BANNACK under this Agreement shall be held by BANNACK and its contractors and agents in the strictest confidence and will not be disclosed to any other persons, firms or organizations whatsoever without the prior approval of Client. BANNACK will not use any Client information for the purpose of direct fundraising on behalf of Client unless authorized under separate agreement.
8. **INDEMNIFICATION.** Client shall indemnify, defend and hold harmless BANNACK (including its officers, agents, employees, and representatives) against any and all claims, demands, suits, liabilities, losses, damages or injuries (collectively "Liabilities") of any kind or nature (including without limitation reasonable attorneys' fees and other costs and expenses of litigation) which may be made or suffered to any person or entity, including, but not limited to, claims for personal injury or death, that arise out of Client's acts, omissions, breach, gross negligence or willful misconduct. Client shall pay or reimburse BANNACK for all costs and expenses incurred by BANNACK for said actions including, but not limited to, reasonable staff time, legal fees and expenses.
9. **NON-EXCLUSIVITY.** This Agreement shall in no way limit BANNACK's ability to solicit, secure, and serve other clients in fields of work similar to or the same as Client's field of work, or in Client's locality. BANNACK will mitigate and proactively manage any and all conflicts of interest between clients and will do so in good faith.
10. **INDEPENDENT NATURE.** In rendering the services pursuant to this Agreement, BANNACK as an independent contractor and not as an employee or agent of Client. Nothing in this Agreement shall be construed to create or imply a joint venture, partnership, principal-agent or employment relationship between the Parties. Neither party shall take any action or permit such an action to take place on its behalf that purports to be done in the name of or on behalf of the other party.
11. **GOVERNING LAW.** The laws of the State of Montana shall govern this Agreement both as to interpretation and performance.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year written below.

**SOUTH DAKOTA HABITAT CONSERVATION  
FOUNDATION, INC**

**BANNACK GROUP, LLC**



Print: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Melanie Schell, Managing Principal  
Date: SEPTEMBER 15, 2021

## ATTACHMENT A – SCOPE OF SERVICES

Services to be provided by BANNACK include coaching, consultation, facilitation, and coordination in two general service areas: (1) Campaign Assessment & Planning and, if desired, (2) Campaign Implementation & Management and Implementation.

### PHASE 1 – CAMPAIGN ASSESSMENT AND PLANNING

- a) Study Development – collaborate with Client’s key staff, leadership, and board to develop scope of feasibility study including priority identification, core messaging and case statement, and questions and areas of inquiry. Assist CLIENT to identify prioritized list of potential study participants.
- b) Study Execution – lead and manage all aspects of confidential, unbiased feasibility study to include the setting and conducting of ~30 individual meetings with identified study participants.
- c) Executive Recommendations – prepare and present the comprehensive results of the study, including full analysis of responses, data points, and recommended approach forward for developing donor support to fund immediate, annual, and campaign priorities.

***Upon the successful completion of PHASE 1 and a positive feasibility study outcome, CLIENT shall have the option to continue the engagement with BANNACK for execution of PHASE 2. Should CLIENT choose not to continue the engagement following a negative feasibility study outcome, CLIENT shall notify BANNACK and the Agreement shall immediately terminate provided that CLIENT has paid all outstanding balances, including retainers, service fees, late fees, and expenses. There is no penalty for terminating the Agreement following PHASE 1.***

### PHASE 2 – CAMPAIGN IMPLEMENTATION AND MANAGEMENT

- a) Campaign Board recruitment and training– In collaboration with client; recruit a volunteer leadership committee that can assist in developing our prospect list, cultivating donors, and joining the Bannack consultant in the solicitation process. Training includes handbooks, workshops and other key materials to help volunteers succeed.
- b) Key marketing collateral coordination/development – Bannack will coordinate with a marketing firm or specialists of the clients choosing to develop key campaign materials, inclusive of a brochure, pitch deck and other key elements the organization may wish to develop. Marketing costs are at the discretion of the client and additional to Bannack’s retainer.
- c) Prospect identification, prioritization and strategic outreach – establish and maintain a prioritized list of prospects; manage prospect assignments and progress tracking; assist in the development of individualized engagement strategies; assist campaign board and/or volunteers with campaign solicitation.
- d) Campaign execution – Oversee and manage all campaign aspects, manage the work of the campaign board and volunteers; set agenda and facilitate regular monthly campaign board meetings and regularly coordinate with volunteers. Bannack will directly engage in grant-writing, solicitations and other necessary meetings related to campaign success.
- e) Campaign gift agreements and tracking – Oversee and manage a list of gifts, pledges and raise totals. Script and facilitate signing of gift agreements to donors and manage filing of those agreements.

**ATTACHMENT B – RETAINER, SERVICE FEES, EXPENSES**

1. MONTHLY RETAINER: A monthly retainer of \$9,000/month shall be assessed at the start of each month for the duration of this Agreement. All monthly retainers shall be paid in a timely manner, as outlined in section #5 of the Agreement.

Monthly retainers shall be prorated for any partial month. First and last months' retainer are due at the time that the Agreement is executed.

2. OUT-OF-POCKET EXPENSES Out-of-pocket expenses for all services, including travel to/from on-site services and expenses related to third-party services, are additional. All expenses will be reimbursed at cost. Mileage will be reimbursed at the federal GSA rate per mile.