



# MONTANA MINING ASSOCIATION

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## Montana Mining Association Request for Proposal: Executive Management

The Montana Mining Association (MMA) is a Montana trade association dedicated to assisting mining companies, small miners and allied trade members succeed, understand, comply, and function in a complex business and regulatory world. The primary purpose of MMA is to protect and promote the mining industry in the state of Montana.

MMA monitors issues of concern and provides representation for its members at the state legislature and with various state and federal regulatory agencies. The MMA supports national mining initiatives and provides education throughout the state.

MMA is seeking requests for proposal (RFP) to contractually fulfill the needs for Executive Management.

### 1.0-Summary

The MMA Executive Management Team is responsible for the successful execution of the Montana Mining Association. Historical workload has supported a fulltime position including Executive Director and as needed administrative support. The Executive Director reports directly to MMA President, with guidance from the MMA Board of Directors (BOD).

The Executive Director is responsible for strategically executing all roles and responsibilities, summary list detailed in Section 2.0. The Executive Director is the face of MMA and must be a passionate advocate for sustainable growth of mining in Montana. Section 3.0-Experience, details typical experience necessary to be successful. Administrative support has generally been utilized in all aspects of value-added support to the Executive Director, MMA BOD, and MMA Membership.

Contractors are expected to submit turn-key RFPs that clearly articulate their experience/qualifications, proposed structure to support the roles/responsibilities, and budgetary cost proposal.

## **2.0-Critical Responsibilities**

Responsibilities include but not limited to:

- Association Management (BOD meetings, media, accounting, membership, etc.)
- MMA Committee Support (meetings, strategic alignment, cadence, milestones)
- Annual Meeting Organization
- Annual Magazine Production
- Social Media and MMA Website Coordination
- Collaboration with Allies (peer associations, coalitions)
- Member Support (permit support, regulatory communication, outreach)
- Legislative Session & Interim Support
- Regulatory Engagement (rulemaking, public comment)
- Technical Support (provide MMA oversight and engage people of expertise)
- Required Reporting for Political Action Committee and Lobbying
- Legal Coordination

## **3.0-Experience**

MMA is a diverse organization with the objective to protect and promote the mining industry in the state of Montana. The MMA Executive Management Team should have the necessary experience to enable this objective.

- Demonstrated organizational leadership to promote sustainable mining with critical stakeholders such as community and regulatory groups. Includes executing strategy and coordination amongst professional organizations, regulators, business members, and the public.
- Demonstrated ability to collaborate and build coalitions for support of common interests.
- Montana Legislative experience preferred to lead positive support for our industry or lead in opposition to negatively, impactful legislation. Requires experience in legislative processes, communication, collaboration, and technical representation.
- Demonstrated analytical, technical, and problem-solving expertise. While not expected for the Executive Director to be the subject matter expert for all issues, it is essential they can understand the need/risks, frame the problem, engage people of expertise, and coordinate appropriate responses.

#### 4.0-RFP Scope of Work (SOW)

The SOW is detailed as:

- Fulltime Executive Director
- Administrative Support as needed
- Location: Montana based, with remote access
- Travel: As necessary, generally required to be in Helena, MT for Montana Legislative Session
- Contract Term: 3-Year contract with renewal anticipated upon contract review and mutual agreement
- Inclusions/Exclusions:
  - Contractor to provide all routine items/tools/department supplies/etc. to enable the Executive Management Team to be successful.
  - Contractor to exclude travel costs. Note: Should Contractor choose to live outside of Helena, MT, associated costs from personal residence to/from Helena, MT is non-reimbursable. Specific travel outside of commute is allocated funding via MMA BOD Travel Budget.
  - Contractor to exclude project orientated spends as directed by MMA BOD Budget, such as printing of annual magazine.
- Additional Terms and Conditions: Please see Appendix B- Example Contract.

#### 5.0-RFP Process

MMA is accepting qualified applications for the MMA Executive Management Team.

MMA will accept RFP applications through May 6th, 2022. MMA intends to select preferred contractor(s) from the qualified applicant pool and enter final bidding and contract negotiation.

Contractors should submit the RFP utilizing the template in Appendix A.

For any questions or to submit a RFP, please contact MMA BOD President, Benjamin Raffety.

Please submit RFP electronically to:

Benjamin Raffety, President- MMA BOD  
Benjamin.raffety@mineralstech.com  
(406) 660-2107

## Appendix A- RFP

To submit a qualified RFP, please include the following:

1. Document detailing your proposal for the MMA Executive Management Team, including but not limited to:
  - Describe all relevant experiences and how these will ensure your success
  - Detail approach for providing the requested support and service
  - Submit resume and biography for Executive Director candidate
2. Provide a minimum three letters of recommendation from professional relationships. May include current/former clients, professional organizations, etc.
3. Description of proposed business structure, such as location, travel ability, etc.
4. Turn-key proposed budget including line-item details:
  - Fulltime Executive Director
  - Administrative Support
  - Other Fees

## Appendix B- Example Contract

TBD

CONTRACT FOR SERVICES BETWEEN MONTANA MINING ASSOCIATION,  
a nonprofit organization,

and

XXXXXXXXXXXXXXXXXX

The Montana Mining Association (MMA), a non-profit organization, hereby contracts with XXXXXXXXXXXX to fulfil the needs for Executive Management. It is understood XXXX is a professional with experience in (Example: association management and government affairs) doing business as XXXXXXXXXXXX and will act on behalf of XXXXXXXXXXXX through the term of this Agreement.

SERVICES

Specifically, and in addition to other activities to which the parties in the future may agree XXXX is responsible to:

1. As may be legally required maintain workers' compensation and/or other necessary or legally required insurance coverage for XXXX's associates and employees and will hold MMA harmless against all claims arising from events and occurrences in and associated with the office.
2. XXXXXXXXXXXX, on behalf of XXXX, will perform the duties set forth herein.
3. Serve and function as Executive Director of MMA, as directed by the President, the Executive Committee and/or the Board of Directors. Duties and responsibilities of the Executive Director include but are not limited to handling correspondence, maintaining membership information and files, carrying out membership recruitment, publishing periodic and timely reports regarding matters of interest to the members, developing and maintaining membership services, planning and coordinating MMA's annual meeting, providing support for the affiliated political action committee, and performing such other executive director duties as may be reasonably be required by the Board of Directors or Executive Committee.
4. Provide as needed administrative support necessary for successful Executive Management.
5. Monitor legislative and/or regulatory activity in the State of Montana that may affect MMA and its Members. Represent MMA as MMA's chief lobbyist and spokesperson before the Legislative and/or other state or federal governmental bodies, the

media/press, and the public on particular issues, proposals, or proposed rule makings as directed by MMA's President, MMA's Executive Committee, MMA's Board of Directors or its designees. Lobbying will include the reading and interpretation of all legislation impacting MMA and promoting positive legislation while opposing adverse legislation; and representing MMA before interim committees of the legislature.

6. Provide MMA and its Members with periodic reports concerning state, regional, and federal legislative, regulatory, or political activities that may impact MMA or its Members.
7. Advise MMA generally on the political/legislative/regulatory climate, implementing strategies developed by the Board of Directors, and assist in establishing a positive presence with Montana's congressional delegation and before the state legislature, the Governor's office, the public, and other governmental bodies.
8. Research, prepare, and distribute materials to the legislature, federal and state government officials and agencies, the press, and the public on behalf of MMA.
9. Issue notices, attend, and keep minutes of all appropriate meetings of the members of MMA, its Board of Directors, or other committees; to direct and coordinate and promote the association's next annual meeting and any other meetings of MMA.
10. Attend meetings, cooperate, advise, and consult with the officers, directors, and agents of affiliated member companies, associations, and organizations on matters affecting the mining industry within the state or generally.
11. Maintain and enhance the financial integrity and viability of MMA through appropriate budgeting and management of income and expenses. Maintain an accurate record of MMA's finances under the direction of the duly elected Treasurer and the Board of Directors.
12. Operate MMA within the budget approved by the Board of Directors, taking care not to financially obligate MMA in a manner that exceeds the approved budget without the authorization of the Board of Directors.

#### LEGAL COMPLIANCE AND DISCLOSURES

XXXX will be responsible for complying with the applicable provisions of the State of Montana's ethics and lobbyist statutes and rules, including but not limited to the accurate and timely filing of expense and disclosure reports.

## REALTIONSHIP TO MMA

In undertaking this work, associates, or employees of XXXX will be independent contractors as determined under the laws of the State of Montana and will not be employees of MMA. XXXX will be expected to determine the most efficient manner of accomplishing assignments and will not be subject to the direction and control of MMA as to the method or means used to accomplish the end results. Associates or employees of XXXX shall not hold themselves out as employees or officer of MMA to any person or entity.

XXXX will advise MMA immediately of any new potential clients and allow MMA the opportunity to determine whether a real or potential conflict of interest exists. XXXX will not undertake work from another client that MMA determines poses either a real or potential conflict of interest.

XXXX will report directly to the President of MMA or the Board and will receive assignments or requests for information either directly from the President, the Board of Directors, or others the President or the Board of Directors may designate from time to time.

## CONTRACT PAYMENT

Under the terms of this agreement, MMA will pay XXXX a fee of \$XXXXXXX per year, in monthly installments (\$XXXXXX/month).

### Expenses:

XXXX will be reimbursed for any ordinary and necessary expenses resulting from the assignments given, exclusive of normal office overhead. Reimbursable expense items include the cost of long-distance telephone calls, copying, postage, travel and lodging associated with MMA business, mileage (at the IRS allowable rate), participation at conferences, meals, and business entertainment made and documented by XXXX specifically on behalf of MMA.

To obtain reimbursement for expenses, XXXX will submit a monthly statement describing such expenses, together with supporting receipts for items exceeding \$25. Any expense that exceeds the approved budget or is not contained within the budget requires the prior approval of MMA's Board of Directors. XXXX may request reimbursement for any unforeseeable expenses. Payment of such expenses will be determined by the Board of Directors. MMA reserves the right to limit expenses further in the future as it deems appropriate.

Exclusions:

Mileage expenses incurred by XXXX for travel between his/her personal residence in XXXXXX and Helena, MT; lodging, meals and entertainment expenses (with exception of those specifically associated with the performance of this contract) will not be reimbursed.

TERM, RENEWAL, and CANCELLATION

This agreement is for the period of XX/XX/XXXX through XX/XX/XXXX. The parties may renew or amend this agreement on such terms as are mutually agreeable in writing. This contract may be modified or altered upon written agreement signed by both parties.

This agreement is non-assignable by either party without the express written consent of the other party.

Either party may, with or without cause, cancel this agreement on providing (ninety (90)) days written notice to the other party. MMA will pay the monthly fee and all legitimate expenses through the effective day of cancellation.

IN WITNESS WHEREOF, XXXX, XXXXXXXXXXXX and the Montana Mining Association, acting by and through its duly authorized representative, have executed this Agreement.

By the Authority of the Board of Directors  
of the Montana Mining Association.

Montana Mining Association

XXXXXXXXXXXXXXXXXXXXX

\_\_\_\_\_  
Ben Raffety, President

\_\_\_\_\_  
XXXXXXXXXXXXXXXXXXXXX

Date:

Date: