

# North Dakota Industrial Commission



Doug Burgum  
Governor

Drew H. Wrigley  
Attorney General

Doug Goehring  
Agriculture Commissioner

**Department of Mineral Resources Director Search Committee Meeting**  
**Wednesday, March 27, 2024, 4:00 pm**  
**Fort Union Room, Ground Floor State Capitol Building**

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Call-in number

[+1 701-328-0950,,638043378#](#)

- I. Roll Call
- II. **Consideration of Contract for Executive Search Services: Preng & Associates**  
([Attachment 1](#))
- III. **Consideration of Draft Job Description and Minimum Qualifications** ([Attachment 2](#))
- IV. Other Business
- V. Adjourn

**\*Bold actions indicate committee action**

## EXECUTIVE RECRUITMENT SERVICES CONTRACT

### 1. PARTIES

The parties to this contract (Contract) are the State of North Dakota, acting through the Industrial Commission (STATE), and Preng & Associates, *add type of business (e.g. Delaware corporation or privately held company)*, having its principal place of business at 800 Gessner, Suite 1125, Houston, TX 77024 (CONTRACTOR);

**Commented [DAA1]:** Preng & Associates - Please insert the type of company.

### 2. SCOPE OF WORK

CONTRACTOR, in exchange for the compensation paid by STATE under this Contract, shall provide the following:

**Commented [DAA2]:** Preng & Associates - Please verify address is correct.

#### Search Strategy:

- Candidate profile development;
- Firm will conduct review of job description and make recommendations for amendments as appropriate;
- Active and passive candidate sourcing methods;
- Identification and recruitment of candidates;
- Networking and outreach, to include outreach at the Williston Basin Petroleum Conference in May 2024.

#### Candidate Evaluation and Selection:

- Make recommendations for criteria for evaluating candidates;
- Methods for initial screening of resumes and applications, including:
  - Development of tailored search strategies;
  - Flexibility to adapt strategies based on the unique needs of the STATE/DMR;
- Present qualified candidates for consideration of first round interviews. Number of candidates will be determined in consultation with the STATE;
- Development and implementation of a process to narrow the candidate list;
- Develop interview questions for the STATE;
- Arrange interview schedules and coordinate travel for in person interviews;
- Rigorous evaluation of candidates, including their skills, experience, and cultural fit;
- Responsible for assisting with all background checks;
- Assessment of candidate's leadership skills and strategic vision.

#### Reporting and Communication:

- Provide progress reports on the search;
- Detailed reports on shortlisted candidates;
- Recommendations for candidate final selection.

#### Timeline:

- Ability to meet deadlines and deliver high-quality results within a specified timeframe;
- Key dates for submission of candidate profiles, interviews, and final interviews.

#### Expectations:

- Industry Expertise: Understanding of the specific requirements and challenges within the oil and gas industry at the executive level.
- Aligning candidates with client culture:
  - Deep understanding of the NDIC's organizational culture and values.
  - Ensuring that recommended candidates align with the NDIC's cultural expectations.

### Employment Guarantee

Offerors must guarantee continued employment of the individual hired for a minimum of one year, preferably two years. If the individual leaves prior to the employment guarantee timeframe from the date of hire, the Offeror must reengage in one equivalent replacement search on an expenses-only basis (no additional fee), unless the candidate's departure has been caused by significant changes in reporting structure or responsibility. The STATE will not reimburse the contractor for expenses with the exception of consultant and candidate travel to be covered by section 3c – Travel exceeding the maximum specified amount unless the contractor obtains prior written approval from the STATE in an amendment to the contract.

### 3. COMPENSATION-PAYMENTS

#### a. Contractual Amount

STATE shall pay for the accepted services provided by CONTRACTOR under this Contract an amount not to exceed \$75,000 (Contractual Amount) with the exception of consultant and candidate travel to be covered by section 3c – Travel.

The Contractual Amount is firm for the duration of this Contract and constitutes the entire compensation due CONTRACTOR for performance of its obligations under this Contract regardless of the difficulty, materials or equipment required, including fees, licenses, overhead, profit and all other direct and indirect costs incurred by CONTRACTOR, except as provided by an amendment to this Contract.

#### b. Payment

- 1) Payment made in accordance with this Compensation section shall constitute payment in full for the services and work performed and the deliverables and work(s) provided under this Contract and CONTRACTOR shall not receive any additional compensation hereunder.
- 2) Payment of the Contractual Amount will be made by the STATE in three payments outlined below.
  - o 1<sup>st</sup> payment of \$25,000 invoiced after completion of the "Kick off" meeting/conference call, review and approval of the job description by STATE, and candidate search has been initiated.
  - o 2<sup>nd</sup> payment of \$25,000 invoiced after presentation and STATE agreement on top 3-5 candidates for interview.
  - o 3<sup>rd</sup> payment of \$25,000 invoiced after signed acceptance of the top finalist as agreed upon by STATE.
- 3) STATE shall make payment under this Contract within forty-five (45) calendar days after receipt of a correct invoice.
- 4) Payment of an invoice by STATE will not prejudice STATE's right to object to or question that or any other invoice or matter in relation thereto. CONTRACTOR's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by STATE, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute allowable costs. At STATE's sole discretion, all payments shall be subject to reduction for amounts equal to prior overpayments to CONTRACTOR.
- 5) For any amounts that are or will become due and payable to STATE by CONTRACTOR, STATE reserves the right to deduct the amount owed from

payments that are or will become due and payable to CONTRACTOR under this Contract.

**c. Travel**

STATE shall reimburse CONTRACTOR for expenses related to consultant and candidate travel at amounts not to exceed those outlined below:

- 1) **Lodging:** Reimbursement shall not exceed the then current, published GSA rate for the travel location. Copies of itemized receipts are required for lodging reimbursement. STATE shall not reimburse for incidental and miscellaneous expenses charged to the room, including: alcohol, telephone charges, or entertainment (e.g., movies).
- 2) **Transportation.** Air travel shall be reimbursed by STATE at the actual cost of air fare for coach class travel only. CONTRACTOR shall make air travel arrangements at least fourteen (14) days in advance whenever possible. Reimbursement for rented, chartered, or contracted vehicle transportation shall be limited to reasonable rates as determined by STATE
- 3) **Meals:** Meals shall be paid on a per diem basis for each day of travel at then current, published GSA per diem rate for the travel location. Per diem for the first and last day of travel shall be paid at seventy five percent (75%) of the GSA per diem rate. Requests for per diem payments must include the start and end dates of travel, the location where the services are performed, and the allowable per diem amount for each trip on the billing/invoice.

Payment for any consultant and candidate travel expenses must be pre-approved by STATE.

**d. Prepayment**

STATE will not make any advance payments before performance or delivery by CONTRACTOR under this Contract.

**e. Payment of Taxes by STATE**

STATE is not responsible for and will not pay local, state, or federal taxes. STATE sales tax exemption number is E 2001. STATE will furnish certificates of exemption upon request by the CONTRACTOR.

**f. Taxpayer ID**

CONTRACTOR'S federal employer ID number is: [Insert FEIN].

Commented [DAA3]: Preng & Associates - Pease add FEIN.

**g. Purchasing Card**

STATE may make payment using a government credit card. CONTRACTOR will accept a government credit card without passing the processing fees for the government credit card back to STATE.

**4. TERM OF CONTRACT**

This Contract term (Term or Initial Term) begins on Effective Date and ends on August 31, 2024.

**a. No Automatic Renewal**

This Contract will not automatically renew.

**b. Extension Option**

STATE reserves the right to extend this Contract for an additional period of time necessary to fill the position of Director, Department of Mineral Resources.

**5. TIME IS OF THE ESSENCE**

CONTRACTOR hereby acknowledges that time is of the essence for performance under this Contract unless otherwise agreed to in writing by the Parties.

**6. TERMINATION**

**a. Termination for Convenience or by Mutual Agreement**

This Contract may be terminated by STATE upon thirty (30) days' written notice to CONTRACTOR. This Contract may be terminated by mutual consent of both Parties executed in writing.

**b. Early Termination in the Public Interest**

STATE is entering this Contract for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly, Agencies and Courts. If this Contract ceases to further the public policy of the State of North Dakota, STATE, in its sole discretion, by written notice to CONTRACTOR, may terminate this Contract in whole or in part.

**c. Termination for Lack of Funding or Authority**

STATE by written notice to CONTRACTOR, may terminate the whole or any part of this Contract under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for purchase of the services or goods in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services or goods are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Contract, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Contract under this subsection is without prejudice to any obligations or liabilities of either Party already accrued prior to termination.

**d. Termination for Cause**

STATE may terminate this Contract effective upon delivery of written notice to CONTRACTOR, or any later date stated in the notice:

- 1) If CONTRACTOR fails to provide services or goods required by this Contract within the time specified or any extension agreed to in writing by STATE; or
- 2) If CONTRACTOR fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms.

The rights and remedies of STATE provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **7. FORCE MAJEURE**

Neither Party shall be held responsible for delay or default caused by fire, riot, terrorism, pandemic (excluding COVID-19), acts of God, or war if the event was not foreseeable through the exercise of reasonable diligence by the affected Party, the event is beyond the Party's reasonable control, and the affected Party gives notice to the other Party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default. If CONTRACTOR is the affected Party and does not resume performance within fifteen (15) days or another period agreed between the Parties, then STATE may seek all available remedies, up to and including termination of this Contract pursuant to its Termination Section, and STATE shall be entitled to a pro-rata refund of any amounts paid for which the full value has not been realized, including amounts paid toward software subscriptions, maintenance, or licenses.

#### **8. INDEMNIFICATION**

Contractor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. Contractor also agrees to reimburse the State for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

#### **9. INSURANCE**

- a. Contractor shall secure and keep in force during the term of this agreement and Contractor shall require all subcontractors, prior to commencement of an agreement between Contractor and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:
  1. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.

2. Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
  3. Employer's liability or "stop gap" insurance of not less than \$2,000,000 as an endorsement on the workers compensation or commercial general liability insurance.
- b. The insurance coverages listed above must meet the following additional requirements:
1. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
  2. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the STATE. The policies shall be in form and terms approved by the STATE.
  3. The duty to defend, indemnify, and hold harmless the STATE under this agreement shall not be limited by the insurance required in this agreement.
  4. The state of North Dakota and its agencies, officers, and employees (STATE) shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. The STATE shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor.
  5. A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the STATE.
  6. The Contractor shall furnish a certificate of insurance to the undersigned STATE representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
  7. Failure to provide insurance as required in this agreement is a material breach of contract entitling the STATE to terminate this agreement immediately.
  8. Contractor shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. Contractor shall provide on an ongoing basis, current certificates of insurance during the term of the contract. A renewal certificate will be provided 10 days prior to coverage expiration.

#### **10. WORKS FOR HIRE**

CONTRACTOR acknowledges that all work(s) under this Contract is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to STATE all rights and interests CONTRACTOR may have in the work(s) it prepares under this Contract, including any right to derivative use of the work(s). All software and related materials developed by CONTRACTOR in performance of this Contract for STATE shall be the sole property of STATE, and CONTRACTOR hereby assigns and transfers all its right, title, and interest therein to STATE. CONTRACTOR shall execute all necessary documents to enable STATE to protect STATE's intellectual property rights under this section.

#### **11. WORK PRODUCT**

All work product, equipment or materials created for STATE or purchased by STATE under this Contract belong to STATE and must be immediately delivered to STATE at STATE's request upon termination of this Contract.

## 12. NOTICE

All notices or other communications required under this Contract must be given by email, registered or certified mail and are complete on the date postmarked when addressed to the Parties at the following addresses:

STATE	CONTRACTOR
Reice Haase	<i>Name</i>
Deputy Executive Director	<i>Title</i>
600 E Boulevard Ave	<i>Address</i>
Bismarck, ND 58505	<i>City, State, Zip</i>
rhaase@nd.gov	<i>Email</i>

Commented [DAA4]: Preng & Associates - Please add contact for contract notices.

Notice provided under this provision does not meet the notice requirements for monetary claims against the State found at N.D.C.C. § 32-12.2-04.

## 13. CONFIDENTIALITY

CONTRACTOR shall not use or disclose any information it receives from STATE under this Contract that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Contract or as authorized in advance by STATE. STATE shall not disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, [N.D.C.C. CH. 44-04](#). The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the Term of this Contract.

## 14. COMPLIANCE WITH PUBLIC RECORDS LAWS

Under the North Dakota public records law and subject to the Confidentiality clause of this Contract, certain records may be open to the public upon request.

Public records may include: (a) records STATE receives from CONTRACTOR under this Contract, (b) records obtained by either Party under this Contract, and (c) records generated by either Party under this Contract.

CONTRACTOR agrees to contact STATE immediately upon receiving a request for information under the public records law and to comply with STATE's instructions on how to respond to such request.

## 15. INDEPENDENT ENTITY

CONTRACTOR is an independent entity under this Contract and is not a STATE employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out CONTRACTOR's activities and responsibilities under this Contract, except to the extent specified in this Contract.

## 16. ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty without STATE's express written consent, provided, however, that CONTRACTOR may assign its rights

and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Contract, whether by merger, reorganization, operation of law, or otherwise. Should Assignee be a business or entity with whom STATE is prohibited from conducting business, STATE shall have the right to terminate in accordance with the Termination for Cause section of this Contract.

CONTRACTOR may enter subcontracts provided that any subcontract acknowledges the binding nature of this Contract and incorporates this Contract, including any attachments. CONTRACTOR is solely responsible for the performance of any subcontractor with whom CONTRACTOR contracts. CONTRACTOR does not have authority to contract for or incur obligations on behalf of STATE.

#### **17. SPOILIATION – PRESERVATION OF EVIDENCE**

CONTRACTOR shall promptly notify STATE of all potential claims that arise or result from this Contract. CONTRACTOR shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to STATE the opportunity to review and inspect such evidence, including the scene of an accident.

#### **18. MERGER AND MODIFICATION, CONFLICT IN DOCUMENTS**

This Contract, including the following documents, constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified within this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both Parties.

Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among the documents making up this Contract, the documents must control in this order of precedence:

- a. The terms of this Contract as may be amended;
- c. STATE's Request for Proposal ("RFP") number 110.7-24-010, dated February 16, 2024;
- d. CONTRACTOR's proposal dated March 1, 2024 in response to RFP number 110.7-24-010.
- e. All terms and conditions contained in any automated end-user agreements (e.g., click-throughs, shrink wrap, or browse wrap) are specifically excluded and null and void, and shall not alter the terms of this Contract.

#### **19. SEVERABILITY**

If any term of this Contract is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the Parties are to be construed and enforced as if this Contract did not contain that term.

#### **20. APPLICABLE LAW AND VENUE**

This Contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Contract must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each Party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

#### **21. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL**

By entering this Contract, STATE does not agree to binding arbitration, mediation, or any other form of mandatory Alternative Dispute Resolution. The Parties may enforce the rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.

## **22. ATTORNEY FEES**

In the event a lawsuit is instituted by STATE to obtain performance due under this Contract, and STATE is the prevailing Party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28 26 04, pay STATE's reasonable attorney fees and costs in connection with the lawsuit.

## **23. NONDISCRIMINATION AND COMPLIANCE WITH LAWS**

CONTRACTOR agrees to comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights. (See N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women.)

CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation and workers' compensation premiums.

CONTRACTOR shall have and keep current all licenses and permits required by law during the Term of this Contract all licenses and permits required by law.

CONTRACTOR is prohibited from boycotting Israel for the duration of this Contract. (See N.D.C.C § 54-44.4-15.) CONTRACTOR represents that it does not and will not engage in a boycotting Israel during the term of this Contract. If STATE receives evidence that CONTRACTOR boycotts Israel, STATE shall determine whether the company boycotts Israel. The foregoing does not apply to contracts with a total value of less than \$100,000 or if CONTRACTOR has fewer than ten full-time employees.

CONTRACTOR's failure to comply with this section may be deemed a material breach by CONTRACTOR entitling STATE to terminate in accordance with the Termination for Cause section of this Contract.

## **24. CONFLICTS OF INTEREST AND DISCLOSURE**

During the term of this Agreement, the Offeror may not engage in other work that competes or creates a conflict-of-interest with the accomplishment of the goals and objectives of this Scope of Work. The Offeror shall disclose to the STATE any financial benefit it has received or may receive from prospective candidates whose information or applications the Offeror provides to the STATE.

## **25. STATE AUDIT**

Pursuant to N.D.C.C. § 54-10-19, all records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this Contract are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. CONTRACTOR shall maintain these records for at least three (3) years following completion of this Contract and be able to provide them upon reasonable notice. STATE, State Auditor, or Auditor's designee shall provide reasonable notice to CONTRACTOR prior to conducting examination.

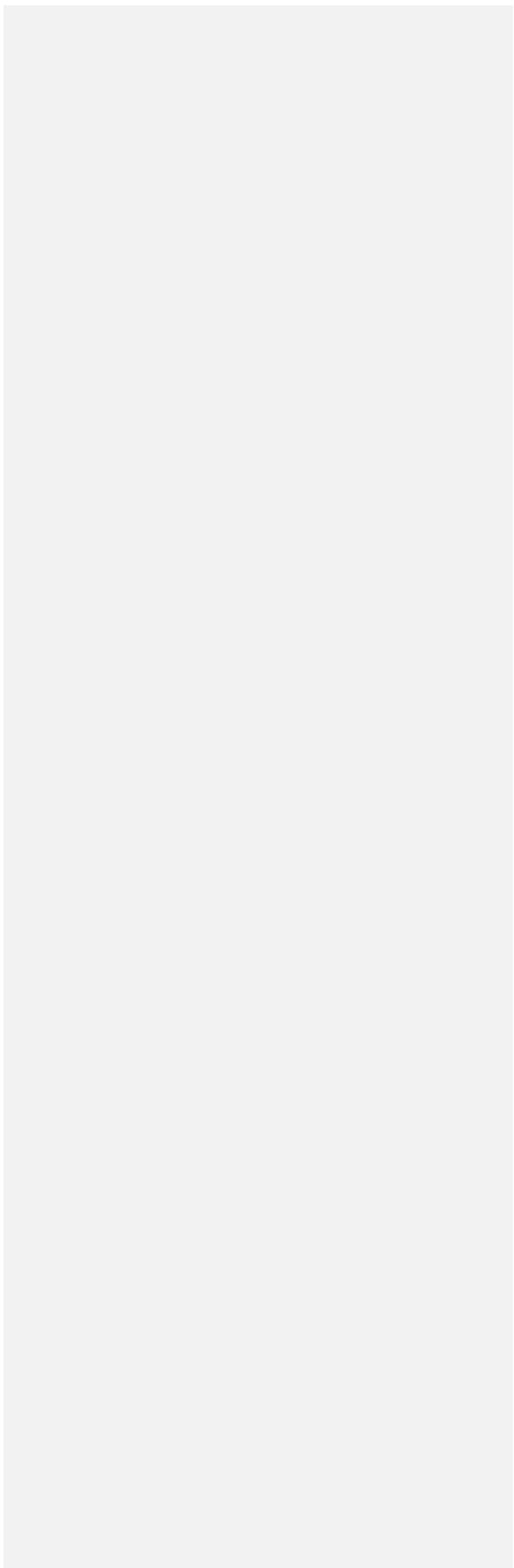
## **26. COUNTERPARTS**

This Contract may be executed in multiple, identical counterparts, each of which is be deemed an original, and all of which taken together shall constitute one and the same contract.

## **27. EFFECTIVENESS OF CONTRACT**

This Contract is not effective until fully executed by both Parties. If no start date is specified in the Term of Contract, the most recent date of the signatures of the Parties shall be deemed the Effective Date.

<b>CONTRACTOR</b>	<b>STATE OF NORTH DAKOTA</b>
Preng & Associates	Acting through the Industrial Commission
BY:	BY:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



# North Dakota Industrial Commission



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Agriculture Commissioner

## Director of the Department of Mineral Resources Position Specifications

### Department of Mineral Resources Background Information

The North Dakota Industrial Commission (NDIC) has had regulatory authority over the management of North Dakota's oil and gas resources since 1945. The State Geologist had originally been staffed part-time by the Commission to play this role, splitting time between academic roles under the State Board of Higher Education and regulatory roles under the Industrial Commission.

In 1981, the Oil and Gas Division was created, with the Commission appointing Wes Norton as its first Director. Upon Mr. Norton's retirement, the Commission appointed Lynn Helms as its second director on June 24th, 1998. Under Lynn's leadership, the Oil and Gas Division was merged with the Geological Survey on July 1, 2005, being reorganized under the Department of Mineral Resources (DMR) with Mr. Helms as its first director. With Lynn's announced retirement on June 30th, 2024, the Commission will be tasked with hiring its next Director of the Department of Mineral Resources.

Several sections of the North Dakota Century Code address the creation of DMR, its oversight and role in the state.

- Chapter 54-17 Industrial Commission
- Title 38 Mining and Gas and Oil Production
  - Chapter 38-08 Control of Oil and Gas Resources
  - Chapter 38-08.1 Geophysical Exploration Requirements
  - Chapter 38-11.1 Oil and Gas Production Damage Compensation
  - Chapter 38-11.2 Subsurface Exploration Damages
  - Chapter 38-12 Regulation, Development and Production of Subsurface Minerals
  - Chapter 38-12.1 Exploration Data
  - Chapter 38-15 Resolution of Conflicts in Subsurface Mineral Production
  - Chapter 38-18 Surface Owner Protection Act
  - Chapter 38-18.1 Termination of Mineral Interest
  - Chapter 38-19 Geothermal Resource Development Regulation
  - Chapter 38-21 Exploration Fund
  - Chapter 38-22 Carbon Dioxide Underground Storage
  - Chapter 38-23 High-Level Radioactive Waste
  - Chapter 38-24 Underground Storage and Retrieval of Nonhydrocarbons
  - Chapter 38-25 Underground Storage of Oil and Gas

DMR operates under the management and control of the Industrial Commission which is comprised of the Governor who acts as Chairman, the Attorney General, and the Agriculture Commissioner. DMR consists of two divisions, the Oil and Gas Division and the Geological Survey.

The Oil and Gas Division regulates the drilling and production of oil and gas, with a mission to encourage and promote the development, production, and utilization of oil and gas in the state in such a manner as will prevent waste, maximize economic recovery, and fully protect the correlative rights of all owners to the end that the landowners, the royalty owners, the producers, and the general public realize the greatest possible good from these vital natural resources. The Division is also responsible for the regulation of geophysical exploration, underground gathering pipelines, and underground injection control for Class II and Class VI injection wells.

The Geological Survey publishes maps and reports on the mineralogical, paleontological, and geochemical resources of North Dakota, including oil and gas, coal, uranium, clay, sand and gravel, volcanic ash, potash and other salts, etc. In addition to the mapping of subsurface resources, the Survey is actively mapping the surface geology throughout the state with an emphasis on urban areas and the identification of geohazards such as landslides. Survey publications support the regulatory programs of the Industrial Commission, as well as other state and federal agencies, and assist mineral companies, geotechnical consulting firms, city and county governments, landowners, and citizens of the state.

The Geological Survey regulates coal exploration, subsurface mineral exploration and development (this includes all elements, minerals, and compounds other than oil and gas, sand and gravel, and coal), geothermal facilities (both commercial and residential), the Class III Underground Injection Control Program, and paleontological resources on state-owned lands.

The North Dakota Legislature has authorized 108 full-time equivalents for employment at DMR. The Director supervises the staff through 3 direct reports, comprised of:

- Assistant Director, Oil and Gas Division
- State Geologist
- DMR Support Staff Officer

DMR's current budget for the 2023-2025 biennium is \$32,194,371.

### **The Director of the Department of Mineral Resources Role**

The Director of the Department of Mineral Resources reports to the North Dakota Industrial Commission. The position is responsible for the overall strategic and operational performance of DMR. The Director is responsible for developing recommendations for the North Dakota Industrial Commission which achieve the Commission's objectives of:

- Fostering, encouraging and promoting the development, production and utilization of natural resources of oil and gas in the state in such a manner as will prevent waste
- Authorizing and providing for the operation and development of oil and gas properties in such a manner that a greater ultimate recovery of oil and gas be obtained and that the correlative rights of all owners are fully protected

- Encouraging and authorizing recycling, pressure maintenance and enhanced oil recovery operations in order that the greatest possible economic recovery of oil and gas be obtained within the state to the end that the landowners, royalty owners, producers and the general public realize and enjoy the greatest possible benefit from these vital natural resources
- Regulating geophysical exploration, underground injection control of oil and natural gas fluids and carbon dioxide, mineral spacing and pooling, pore space amalgamation and surface infrastructure related to mineral production and gathering

Major tasks for the position include:

- Supervising Oil & Gas Division Director, State Geologist, and DMR Support Staff Officer to implement agency goals and ensure compliance with statutes, regulations, and policies
- Signing orders for regulatory cases with signature authority delegated per NDIC memo
- Preparing formal enforcement actions in consultation with the Attorney General's office
- Presenting recommended action items to NDIC at their regularly scheduled monthly meetings
- Preside over monthly oil and gas regulatory hearings
- Present a monthly Director's Cut webinar to the press and the general public
- Maintain relationships and meet regularly with stakeholders, tribal nations, local government agencies, other state agencies, and federal agencies
- Serve as the State's official representative on the Interstate Oil and Gas Compact Commission (IOGCC)
- Serve as a technical advisor on the Oil and Gas Research Council, Clean Sustainable Energy Authority, Plains CO<sub>2</sub> Reduction Partnership, North Dakota Revenue Advisory Council and the Bismarck State College Petroleum Production Advisory Board
- Annual certification of reservation trust land acreage ratio to the Tax Commissioner
- Lead biennial agency strategy reviews for the agency
- Provide legislative testimony in support of the agency budget and policy initiatives
- Supervise agency audits and rule revisions

### **Minimum Education and Experience**

The Director of the Department of Mineral Resources position requires the executive level education, experience, talent and mindset to assess and mitigate principal operational risks and lead regulatory compliance of DMR's business. This executive must possess the education and experience to lead department operations, represent the NDIC's interest to a variety of stakeholders, lead legislative and rulemaking processes, foster the growth of North Dakota's mineral resources and balance advocacy while regulating safe and efficient production of minerals.

Preferred qualifications include at least 10 years of experience in a similar or technical role, a master's degree in geology or petroleum engineering, or equivalent, experience in a regulatory role, and experience with Class VI underground injection control of carbon dioxide.

### **Travel Required**

Travel may be occasionally required for off-site meetings, training and conferences. The Director will also be expected to engage with private sector stakeholders, mineral owners and landowners across the State.

### **Compensation**

DMR will offer the successful candidate a competitive compensation and comprehensive benefits package. Benefits provided by the State of North Dakota include fully paid medical insurance for the employee and dependents, including prescription drug coverage and preventative health care features. Voluntary dental and vision plans are also available. The State also offers competitive retirement plans, including a Defined Contribution Hybrid Plan, a voluntary deferred compensation plan, and a basic life insurance plan. The State also offers a generous paid-time-off policy for sick leave, vacation and holidays.

### **Non-Discrimination**

DMR does not discriminate on the basis of race, religion, national origin, sex, age, marital status, sexual orientation, gender identity, gender expression, disability, creed, color, ancestry or medical condition.