

**North American Fire Training Directors**  
*President, John Cunningham*  
48 Powder Mill Road  
Waverley, Nova Scotia B2R 1E9



**FOR IMMEDIATE RELEASE**

**NORTH AMERICAN FIRE TRAINING DIRECTORS SEEKING EXECUTIVE DIRECTOR**  
**New position to strengthen membership and support growth of the organization**

**Waverley, NS** – The North American Fire Training Directors (NAFTD) is seeking to hire an Executive Director to manage the professional organization. NAFTD announced it is looking for a dynamic individual to move the organization forward, expand membership, and adapt to the fire service industry’s opportunities and challenges. The position will be responsible for the creation of plans and programs that will effectively meet the needs of membership and support the growth and reputation of NAFTD.

Position qualification requirements include demonstrated experience managing a complex membership organization and exemplary communication skills. The position will report to the five-member NAFTD Board of Directors. Organizations interested in filling the position will be required to assign a single individual dedicated to the job performance responsibilities to fulfill the role.

NAFTD President, John Cunningham, states, “NAFTD has been the voice of State, Provincial, and Territorial fire service training for many years and we are excited to be looking for our first Executive Director to be the face of our organization ensuring that our mission is fulfilled through programs, strategic planning and stakeholder outreach.”

NAFTD will accept position Statements of Proposal through 4pm CST on Friday, September 13, 2019. Proposals arriving after the date and time specified will be declared non-responsive and will not be considered for evaluation. Application materials should be sent via e-mail to NAFTD President, John Cunningham at [jcunningham@fireschool.ca](mailto:jcunningham@fireschool.ca). While electronic communication is preferred, documents that must be mailed may be sent to: John Cunningham, President, NAFTD, 48 Powder Mills Road, Waverley, NS B2R1E9.

**ABOUT NAFTD:** The North American Fire Training Directors (NAFTD) is a national 501(c)(3) corporation comprised of fire training directors from North America, committed to be a primary point of contact for state, provincial and territorial fire training agencies as well as the federal government, while improving and establishing best practices as advocates for fire training, education, information and research. On an annual basis, the combined efforts of NAFTD members provide training and education programs to more than one million career and volunteer fire service personnel in the United States and Canada. NAFTD serves as a forum to enhance and enrich fire training and education programs and their administrators. Additional information regarding NAFTD and its membership is available at [www.naftd.org](http://www.naftd.org).



**NORTH AMERICAN FIRE TRAINING DIRECTORS**  
SERVING STATE, PROVINCIAL AND TERRITORIAL FIRE TRAINING AND EDUCATION SYSTEMS

**North American Fire Training Directors**

**Request for Proposal  
for  
Executive Director**

EST. 1981



# NORTH AMERICAN FIRE TRAINING DIRECTORS

SERVING STATE, PROVINCIAL AND TERRITORIAL FIRE TRAINING AND EDUCATION SYSTEMS

August 1, 2019

The North American Fire Training Directors (NAFTD) are seeking an outstanding individual with experience managing a complex membership organization to serve as an Executive Director. Candidate must be a masterful communicator and external facing leader with the ability to move NAFTD forward, expand membership and adapt to industry challenges.

NAFTD is organized as a national 501(c)(3) corporation comprised of fire training directors from North America, committed to be a primary point of contact for state, provincial and territorial fire training agencies as well as the federal government, while improving and establishing best practices as advocates for fire training, education, information and research. NAFTD serves as a forum to enhance and enrich fire training and education programs and their administrators.

Reporting to a five-member Board of Directors, the Executive Director will develop and recommend to the Board those policies, plans and programs that will effectively meet the needs of the membership, and that will enhance the growth and reputation of NAFTD.

This position is intended to be a contract position and will be considered an independent contractor; as such, any individual retained in the position will be responsible for all employment-related travel and benefits. Organizations interested in filling the position will be required to assign a single individual to fulfill this role and provide information about that individual in their response.

Statements of Proposal will be received until **Friday, September 13, 2019 (4 pm CST)**. Proposals arriving after the date and time specified shall be declared non-responsive and will not be considered for evaluation. These materials should be sent electronically via e-mail to NAFTD President John Cunningham at [jcunningham@fireschool.ca](mailto:jcunningham@fireschool.ca). While electronic communication is preferred, documents that must be mailed may be sent to: John Cunningham, President, NAFTD, 48 Powder Mills Road, Waverley, NS B2R1E9.

For information regarding the Scope of Services or RFP please contact John Cunningham, 1-902-861-3823 [jcunningham@fireschool.ca](mailto:jcunningham@fireschool.ca). Additional information regarding NAFTD and its membership is available at [www.naftd.org](http://www.naftd.org).

Respectfully,

John Cunningham  
President/NAFTD

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# NAFTD ORGANIZATIONAL OVERVIEW

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Incorporated in 1981, North American Fire Training Directors (NAFTD) was established to:

- Represent the interests, policies, requirements and purposes of fire service training in North America.
- Exchange experiences, discussions and comparative studies of industry affairs relating to fire service training.
- Promote research and investigations toward improving fire service training.
- Aid member organizations with special issues and legislation pertaining to fire service training.
- Encourage cooperation among its members, its employees and the general public.
- Inform members by the collection, and the compilation of data and information relative to fire service training.

Today, NAFTD is governed by a five-member Board of Directors and serves over 60 member states/provinces. At a strategic planning session held on June 23, 2017, the Board identified three key goals:

- GOAL #1** Elevate the status of fire service training throughout North America
- GOAL #2** Build coalitions to expand advocacy base
- GOAL #3** Promote and support individual members of NAFTD

With overall responsibility for driving organizational excellence, this position offers a diverse range of challenges. If after reviewing the Scope of Services you're ready to support NAFTD's truly important mission, please review the instructions for submittal of proposals to proceed.

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# SCOPE OF SERVICES

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## **INTRODUCTION**

The Executive Director is expected to serve as the “face of North American Fire Training Directors,” as well as key spokesperson and partnership builder for the Association; building coalitions among natural allies, fire service training and others. They will provide the leadership and focus required to effectively mobilize stakeholders. The Executive Director is also responsible for the administrative functions of the association. The Executive Director will manage the day-to-day operations, formulate and recommend policy, oversee financial matters, provide information and materials necessary to effectively present the Association’s policies and priorities at all levels of government and within the private sector, and provide leadership in positioning the fire service at the state and provincial levels.

The Executive Director should demonstrate broad-based experience in management and coalition building. It is desirable that the Executive Director has an understanding of the fire service and fire service training and education. The Executive Director must disclose to the Board all current memberships and/or affiliations to fire or emergency services that could be in conflict with NAFTD.

The Executive Director position is considered a .5 FTE (contracted or direct-hire) position with a salary range between \$45,000 - \$55,000 and will be required to enter into an independent contractor agreement with NAFTD. A copy of the contract the successful proposer will be required to execute is included. While NAFTD does not require this contract be the Executive Director’s sole client, we do require that this individual be publicly recognized as the Executive Director of NAFTD.

## **FOCUS OF JOB AND SPECIFIC RESPONSIBILITIES:**

The primary focus of the Executive Director’s job is to be the face of fire service training and the external face of NAFTD, as the organization representing fire training throughout North America. An additional responsibility is to oversee or provide the support services necessary to assure that NAFTD presents a professional image and is effectively managed.

Specific responsibilities of the Executive Director include, but are not limited to:

1. Work in close collaboration with the Board, to develop a building plan that will serve as a blueprint for achieving the goals of building awareness of the value of fire service training and education to all. The achievement of this goal by NAFTD provides greater value to members, and ultimately builds membership and engagement. The plan should address these key areas:
  - a. Build recognition of the value of NAFTD.
  - b. Educate the key elements of Federal, State, Province, and Local government, specifically regarding fire service training and education issues.
  - c. Build the NAFTD brand.
  - d. Outreach and education.
  - e. Strategic planning.
2. Develop and oversee the development of a new website that will be modern, responsive and a valuable resource to members, as well as others seeking information on NAFTD and the roles it serves.
3. Develop strategies for communicating, including social media.

4. Establish and maintain a collegial and cooperative working relationship with elected officials, advocates and other key stakeholders at the state and federal level, to ensure concise, coordinated and professional conveyance of the key message and direction.
5. Administration of the NAFTD's strategic plan, vision, practices and administrative functions including such matters as:
  - a. Development and adherence to a financial plan and annual budget.
  - b. Accurate accounting and regular reporting of all revenues and expenditures.
  - c. Work in a fiduciary capacity to manage the funds of a 501(c)(3).
  - d. Organization and direction of the NAFTD Annual Meeting, regular, and such special meetings as the Board may schedule. The Executive Director will attend all such meetings, unless excused by the Board.
  - e. Assistance with organization and logistics for legislative events such as Congressional Fire Service Institute (CFSI).
  - f. Attendance at and support for fire service conferences and other events as directed or approved by the Board.
  - g. Organization and record keeping of all Board actions.
  - h. Develop and implement Association policies and procedures.
  - i. Provide analysis and evaluation of issues relevant to fire service training and education at the local, state, and national levels.
  - j. Maintenance of association documentation, including taxes, corporate documentation, any required lobbying certifications and other legal documents.
  - k. Recruitment and retention of members.
  - l. Provide assistance to the Board in carrying out the duties and responsibilities of their offices.
  - m. The Executive Director will be required to attend four regular scheduled meetings of the Board of Directors.
  - n. Working through the board, identify and recommend those individuals who can represent NAFTD on committees and in organizations that impact state fire training systems.
6. The Executive Director will be required to organize and attend the Association's Annual Conference.
7. In the case of any Board Meeting, the Executive Director is responsible for all Board meeting logistics, with an eye toward running an efficient meeting with value for members.

The Executive Director will employ or contract for all staff necessary to carry out the duties and responsibilities of the Executive Director's job as set out in this RFP.

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# INSTRUCTIONS FOR SUBMITTAL OF PROPOSAL

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## **GENERAL**

Statements of proposals submitted will be reviewed thoroughly. It is essential that respondent(s) read each of the sections carefully and formulate complete and appropriate responses. The Association reserves the right to require additional information, as well as clarification of information submitted in order to complete its evaluation.

Where the words “**Association**” and “**NAFTD**” are used in these instructions, reference is made to the North American Fire Training Directors. The words “**offer**,” “**contract proposal**” and “**proposal**” are synonymous, and it is understood that once the Association accepts the same, the document may be incorporated as part of the contract contemplated by these instructions.

## **LIMITATIONS**

This request for proposals does not commit the Association to award a contract, or pay any cost incurred in the preparation of a proposal to this request. The Association reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with qualified sources, or to cancel in part or in its entirety this request for proposals if it is in the best interest of the Association. The contents of the proposal submitted by a respondent may become a contractual obligation if a contract ensues.

All contractual agreements are subject to final approval by NAFTD’s Board of Directors.

## **FEDERAL FUNDING REQUIREMENTS**

No federal funding is currently slated for use in this RFP.

## **RESPONDENT RESPONSIBILITY**

Should a respondent find discrepancies in or omissions from these instructions or any of the attachments, or should it be in doubt as to meaning or intent, the respondent shall immediately notify the NAFTD President in writing. Written instructions will be sent notifying all known potential respondents of such discrepancy, if any, and of any changes.

The respondent is required to complete and submit their proposal in the specified format and in accordance with the specified schedule. In addition, the proposal must include the completed information requested in all appendices. Failure to answer all questions fully and correctly may result in the proposal being judged non-responsive. NAFTD reserves the right to examine all factors bearing on a respondent’s ability to perform the services set out in the Scope of Service.

The proposal and all other accompanying documents or materials submitted by a respondent will be deemed to constitute part of the proposal. Proposals may be withdrawn prior to the closing time. No proposal may be withdrawn for a period of 120 days after the time as set herein for the closing.

The respondent will need to provide proof of and retain bonding and insuring in compliance with NAFTD policy.

## **SECTION I: FORMAT OF PROPOSALS**

### **INTRODUCTION**

The intent of this Executive Director search is to encourage submittals that clearly communicate the individual and/or organizations' qualifications. Submittals should provide information in a concise and well-organized manner. All submittals should follow the format outlined below. This format will assist the Hiring Committee in evaluating qualifications.

### **PACKAGING & DELIVERY OF PROPOSAL**

Respondents shall deliver their submittal electronically in a PDF file to NAFTD President John Cunningham at [jcunningham@fireschool.ca](mailto:jcunningham@fireschool.ca). In the Subject Line type **NAFTD RFP PROPOSAL SUBMITTED BY [name of individual or organization]**. While electronic communication is preferred, documents that must be mailed may be sent to:

John Cunningham, President, NAFTD  
48 Powder Mill Road  
Waverley, NS  
B2R1E9

The Association must receive the submittal no later than **4:00 p.m. CST on Friday, September 13, 2019**. Submittals not received by this time, submitted to another location, or submitted in a format different from that described below shall not be accepted.

## **PROPOSAL CONTENTS**

### **COVER LETTER**

A cover letter from the respondent introducing their organization or self, as well as the name and phone number of the contact person for the organization.

### **SUMMARY**

The respondent should summarize its understanding of the "Scope of Work," to allow for the Hiring Committee to determine the respondent's level of understanding of the services required for categories on which they are proposing.

### **PROFILE OF THE INDIVIDUAL OR ORGANIZATION**

This section should set forth a general description of the respondent, including the following information:

1. Name or organization name (if organization, name of individual assigned this role);
2. Location of offices;
3. Date the organization(s) was (were) established, or length of experience of individual; and
4. A brief description of the individual or organization's history. This should include information regarding any other staff members who will be doing work for the Association.

### **PRIOR EXPERIENCE OF ORGANIZATION AND PERSONNEL**

Describe the respondent's reputation and capability to successfully implement this type of contract and work. Give a brief description of the individual proposer or organization's experience in similar jobs. State whether the individual or organization is local, regional, or national and how long it has been in existence under current ownership or management. When citing prior experience, briefly describe specific responsibilities. Describe the exact role the organization or individual played.

## REFERENCES

Complete Attachment A, “References.”

## CONTRACT MANAGEMENT

Describe the organizational structure of the organization. Include a clear and concise description of how the contract will be managed in the following areas:

1. Overall Management: Describe the organizational structure of the organization as it may relate to this contract. Identify the individual who will serve as the Executive Director as well as other employees who will be assigned and their exact role(s).
2. Key Personnel: In an outline format, identify all key personnel for the organization or team and provide a résumé identifying their title. Describe their experience and availability.
3. Contract Cost Proposal: The individual or organization will clearly delineate the proposed cost to the Association if they are retained. This Cost Proposal will include:
  - a. Basic payment for all of the services outlined in this RFP;
  - b. The desired frequency of payments, e.g. monthly;
  - c. The desired length of a contractual relationship with the Association;
  - d. Any additional, regularly recurring costs;
  - e. Expenses to be reimbursed; and
  - f. Other costs

If NAFTD determines that the proposed cost of an organization or individual is too high, a decision may be made to exclude that organization or individual from further consideration. NAFTD plans to enter into negotiations regarding cost with proposers, following the selection process outlined below.

1. Statement Regarding Conflicts of Interest: The proposer shall complete Attachment B, “Conflict of Interest” identifying any potential conflict of interest that may interfere with the duties as Executive Director of NAFTD. This conflict shall extend to any partners or employees of the proposer’s organization, any member of his/her organization. The organization or individual shall disclose all affiliations or memberships that are related or could be construed as being related to fire or emergency services training or education, immediate family, any organization that employs, or is about to employ, any of the above, that may have a financial or other interest that directly conflicts with the goals and objectives of NAFTD.

## **SECTION II SELECTION PROCESS**

### **EVALUATION PROCESS**

Contract negotiations will be initiated with the organization or individual that, in the opinion of the Association, best meets the needs of NAFTD for this service.

Responsiveness: respondents must meet all the following to be considered.

1. Submittal meets the deadline.
2. Completeness of proposal.
3. Requested information is provided and all required forms complete, signed and dated.

### **INTERVIEWS AND PRESENTATIONS**

The NAFTD Hiring Committee will review and analyze all proposals that are determined to be responsive. Based on their written proposal, NAFTD may complete in-person or telephonic interviews. Said individuals or organization(s) may be required to make a presentation, at their own expense, to the Hiring Committee at a date and time to be determined.

### **CONSULTANT SELECTION / NEGOTIATION OF COST**

Based on the evaluation process described above, the Board will determine the best-qualified organization or individual. Negotiations will then begin with the selected organization or individual to determine final cost and price information. If NAFTD and the proposer fail to reach an agreement, NAFTD will enter into negotiations with the next best qualified organization or individual.

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# ATTACHMENT A: REFERENCES

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Work performed by the organization/individual in the last 10-years that best illustrates current qualifications relevant to this project. Use as many copies of this sheet as necessary.

Proposer: \_\_\_\_\_

<b>Client Name and Address</b>	
<b>Name and Title</b>	
<b>Email</b>	
<b>Telephone</b>	
<b>Date(s) of Service</b>	
<b>Contract Award Amount</b>	
<b>Description of Project</b>	

<b>Client Name and Address</b>	
<b>Name and Title</b>	
<b>Email</b>	
<b>Telephone</b>	
<b>Date(s) of Service</b>	
<b>Contract Award Amount</b>	
<b>Description of Project</b>	

Proposer: \_\_\_\_\_

References page \_\_\_\_ of \_\_\_\_

<b>Client Name and Address</b>	
<b>Name and Title</b>	
<b>Email</b>	
<b>Telephone</b>	
<b>Date(s) of Service</b>	
<b>Contract Award Amount</b>	
<b>Description of Project</b>	

<b>Client Name and Address</b>	
<b>Name and Title</b>	
<b>Email</b>	
<b>Telephone</b>	
<b>Date(s) of Service</b>	
<b>Contract Award Amount</b>	
<b>Description of Project</b>	

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# ATTACHMENT B: CONFLICT OF INTEREST

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As the Executive Director of the North American Fire Training Directors (NAFTD), I hereby certify that there is no conflict of interest, whether real or apparent, that shall prevent me from performing my duties for NAFTD. This conflict shall arise when:

1. The contractor, or agent,
2. Any member of his/her immediate family,
3. His or her partner, or
4. An organization that employs, or is about to employ, any of the above, has a financial and/or other interest in an organization that may be in direct conflict with the goals and objectives of NAFTD.
5. In addition, Contractor is expected to avoid actual and potential conflicts of interest and situations that might give the appearance of a conflict of interest with NAFTD or any of its or other member organizations. Contractor certifies that it has no other activities or relationships that would make the Contractor unable, or potentially unable, to render impartial assistance or advice to NAFTD, or any of its member organizations, or that would impair the Contractor's objectivity in performing work under this Contract.

I agree not to:

1. Release to an individual of concern or its representative, any knowledge I have concerning these services that would give an unfair competitive advantage.
2. Make any commitment or promise relating to the selection of a contractor, or award of a contract, and no representation that could be construed as such a commitment.

I hereby certify that:

\_\_\_\_\_ I did not identify any potential conflict of interest, financial or otherwise, regarding my involvement in the process for the subject RFP.

\_\_\_\_\_ I identify the following possible conflict(s) of interest for myself in the procurement process for fairly evaluating all proposals made in response to the subject RFP.

*EXPLANATION (if necessary):*

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Signature of Individual or Organization

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Date

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# ATTACHMENT C: DRAFT FORM OF CONTRACT

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CONTRACT FOR SERVICES  
AS  
EXECUTIVE DIRECTOR – NAFTD

**THIS CONTRACT** is made (DATE), by and between the North American Fire Training Directors (herein after “NAFTD” or “Association”) and (name)\_\_\_\_\_ (hereinafter “Contractor”), (address).

**WITNESSETH:**

**WHEREAS**, NAFTD desires to retain the Contractor to provide services for the Association as Executive Director as described on the Association’s RFP dated August 1, 2019; and,

**WHEREAS**, Contractor desires to enter a Contract with NAFTD for Executive Director services;

**NOW, THEREFORE**, in consideration of the mutual promises made herein, the parties agree:

**TERMS**

This Contract shall be for a period of (\_\_\_) months, commencing (DATE) and ending (DATE). Notwithstanding the period set forth above, either party to this Contract may upon sixty (60) days written notice of termination, terminate the performance of work and services hereunder in whole. In the event of any such termination, payments are limited to amounts accrued and due as of the effective date of the termination in accordance with the provisions for payment set forth below.

This Contract may be extended at NAFTD’s option for one or more additional twelve-month terms, at fees to be mutually agreed upon. It is anticipated that the first such twelve-month extension shall, at NAFTD’s option, be approved by the Association on or before [month contract originally commenced] (DATE). Subsequent extensions, at the option of NAFTD, shall be approved by the Association on or before the first day of [month contract originally commenced] of succeeding years. In the event the parties are unable to agree on the terms and conditions of any such extension prior to [month contract originally commenced] of the then-current contract or extension year, this contract shall automatically extend for an additional sixty (60) day period.

**RESPONSIBILITIES AND SCOPE OF WORK**

Contractor will provide Executive Director services to NAFTD as set out in the Association’s RFP dated (DATE) and as determined from time to time by the Board of Directors. Contractor will provide monthly reports giving a broad overview of services rendered.

Contractor shall perform the services consistent with the Request for Proposal solicited by NAFTD dated (DATE), and the Proposal for Executive Director Services for NAFTD as submitted by\_\_\_\_\_ dated (DATE).

Both the NAFTD’s RFP and the Contractor’s response to the RFP are incorporated herein by reference.

**COMPENSATION**

As compensation for services rendered, Contractor shall be paid \$\_\_\_\_\_per year for year(s), payable in (\_\_\_) equal monthly installments of \$\_\_\_\_\_. (Or on such other basis and/or schedule as agreed between

the parties.) Such fee includes not only the payment for services but also a fee for the leasing of office equipment and other equipment the Contractor owns which will be used for NAFTD purposes. The first payment will be due \_\_\_\_\_1, 2020 with subsequent payments due on or before the 1<sup>st</sup> day of each month. Invoices for such fees will be submitted a minimum of five (5) working days in advance of the date on which the payment is due.

Items purchased on a one-time basis by the Contractor (or directly by the Association) will be the property of the Association. Computer hardware and software and other like items requiring registration and/or licensure will be registered and/or licensed as the property of the Association. Any additional one-time purchase items that will be the property of the Association will be subject to approval by NAFTD. In the event of the termination of this Contract, Contractor agrees to immediately surrender any and all such items to NAFTD or to a third party designated by NAFTD.

Compensation to be paid under any future extensions of this Contract shall be subject to negotiation by the parties.

Contractor shall receive reimbursement of out-of-pocket expenses incurred in the conduct of its services to NAFTD when prior approval is obtained, when such out-of-pocket expenses are not covered by the monthly payment set out above. Out-of-pocket expenses may include meals, travel and lodging for approved travel required by the Association. Mileage expense shall be billed at the current federal reimbursement rate (GSA). Mileage expense and all other expenses claimed by Contractor shall be listed in detail with receipts attached and submitted to the NAFTD designated officer for approval. Such expenses shall be reimbursed at actual cost. All travel shall be approved by the NAFTD Board President or their designee.

#### **CONTRACT IN ENTIRETY**

This Contract represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or Contracts, either written or oral. This Contract may be amended only by written instrument signed by all parties.

#### **ASSIGNABILITY**

The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same, without the prior written consent of NAFTD thereto. In the event of NAFTD's consent to assignment of this Agreement, all of the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representative.

#### **CHANGES**

NAFTD at any time, may request changes within the general scope of this Contract. If any such change causes an increase or decrease in the cost of, or the time required for performance of this Contract, an equitable adjustment shall be negotiated and made by written modification.

#### **CONFLICTS OF INTEREST**

Contractor is expected to avoid actual and potential conflicts of interest and situations that might give the appearance of a conflict of interest with NAFTD or any of its member transit providers and other member organizations. Contractor certifies that it has no other activities or relationships that would make the Contractor unable, or potentially unable, to render impartial assistance or advice to NAFTD, or any of its member organizations, or that would impair the Contractor's objectivity in performing work under this Contract. Should such conflicts arise after execution of this Contract, Contractor agrees to immediately notify the then current NAFTD President of such conflict(s). In the event Contractor does not provide notification of the potential conflict of interest, or NAFTD is unwilling to waive the conflict of interest and Contractor nonetheless represents the client, who creates the conflict, this Contract will be terminated immediately. Other provisions of this Agreement to the contrary notwithstanding, in the event of such immediate termination NAFTD will pay Contractor for services through the date of termination in accordance with the provisions for payment set out herein.

## **CONTINUITY OF SERVICES**

The Contractor recognizes that the services under this Contract are vital to NAFTD and must be continued without interruption and that, upon contract expiration, a successor; either NAFTD or another contractor may continue them. The Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

The Contractor shall, upon NAFTD's written notice, (1) furnish phase-in, phase-out services for up to 90-days after this Contract terminates and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency. Fees for such services shall be negotiated but be based on fees in this contract.

## **CONTRACTOR'S PERSONNEL**

- A. All of the services required hereunder shall be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services. Any change in the key personnel, as described in the Contractor's proposal, shall be subject to the written approval of NAFTD; such approval shall not be unreasonably withheld. The parties agree that at all times during the entire term of this Contract that \_\_\_\_\_ shall serve as the primary staff person of Contractor to undertake, render and oversee all of the services of this Contract and shall be designated Executive Director, NAFTD. This shall be subject to the following paragraph on NAFTD's right to remove personnel.
- B. NAFTD reserves the right to require the Contractor to remove any personnel and or subcontractors for failure to meet the agreed to performance standards which have been mutually agreed to by Contractor and the President of NAFTD.
- C. The Executive Director shall report to and receive direction from the NAFTD Board President or their designee.

## **GOVERNING LAW**

This Contract shall be deemed to have been made in, and be construed in accordance with, the laws of the State of Iowa.

## **FEDERAL REQUIREMENTS**

This contract and all actions taken shall be in accordance with current 501(c)(3) and federal tax requirements. In addition, any federal requirements associated with implementation and execution of the NAFTD Strategic Plan.

## **INDEPENDENT CONTRACTOR**

The parties hereto agree that the Contractor is an independent contractor under this Contract. Under no circumstance shall the Contractor be considered an agent or employee of NAFTD. NAFTD shall not be liable for any claims, losses, damages, or liabilities of any kind resulting from any action taken or failed to be taken by the Contractor or resulting from performance of duties under this Contract.

At all times the Executive Director will follow the By-Laws, policies, and written job description provided by NAFTD once the contract is executed between both parties.

Contractor shall be solely responsible for the withholding or payment of all federal, state and local personal or corporate income taxes, social security, unemployment and sickness disability insurance and other payroll taxes with respect to its employees providing services pursuant to this Contract.

## **INSURANCE AND BONDING**

Contractor shall at all times during the term of this Contract maintain a bond sufficient to cover the assets of NAFTD. Contractor shall also maintain public liability and property insurance.

**OWNERSHIP, IDENTIFICATION, AND CONFIDENTIALITY OF WORK**

- A. All reports, programs, documentation, designs, studies, plans, specifications, schedules and other materials prepared, or in the process of being prepared of any kind and nature whatsoever, for the services to be performed by Contractor shall be and are the property of NAFTD. Such items shall be identified in an appropriate manner by a title containing NAFTD's name.
- B. NAFTD shall be entitled access to and copies of these materials during the progress of the work.
- C. Any such material remaining in the possession of the Contractor upon completion or termination of the Contract, shall be immediately delivered to NAFTD.
- D. Access to or copies of any reports, information, data, and any other materials of any kind and nature whatsoever available to or prepared or assembled by the Contractor under this Contract shall not be made available to any third party by the Contractor without the prior consent of NAFTD.
- E. Contractor shall, upon request, transmit to the NAFTD Secretary/Treasurer or other officer designated by the NAFTD Board, a copy of all Contractor-maintained electronic records and files relating to the Association.

**MISCELLANEOUS PROVISIONS**

The following Appendices are attached and incorporated herein:

Appendix A. Request for Proposal issued by NAFTD, dated (DATE)

Appendix B. Proposal for Executive Director Services for NAFTD as submitted by:

\_\_\_\_\_, dated \_\_\_\_\_.

This Contract entered into by the parties hereto on the date first above written.

**North American Fire Training Directors** and \_\_\_\_\_:

\_\_\_\_\_  
by John Cunningham, President  
North American Fire Training Directors

\_\_\_\_\_  
by: Contractor