

Memorandum of Understanding Economic Recovery Corps Fellowship

This Memorandum of Understanding (“MOU” or “Agreement”) is entered into between the **International Economic Development Council, Inc.** (“IEDC”), **Motivate Enterprises, LLC** (the “Fellow”), and **City of Fort Lauderdale, Florida** (the “Host Organization”) a municipal corporation (“City”) (the “Host Organization”), collectively referred to herein as the “Parties.” The purpose of this MOU is to establish a framework for collaboration between the Parties to achieve the mutual goals, principles, scope, roles, and responsibilities outlined below.

WHEREAS, this Agreement sets out the Parties’ shared commitments and responsibilities within the Economic Recovery Corps (“ERC”) Fellowship program (the “Fellowship”). The Fellow has entered or will enter into an Amended and Restated Economic Recovery Corps Fellowship Professional Services Agreement with IEDC (“PSA”).

1. Purpose

The Economic Recovery Corps supports 30-month fellowships for community and economic development professionals to serve in underserved urban, rural, and Tribal areas across the United States.

The ERC Fellowship program is funded by the Economic Development Administration (EDA) under the CARES Act and led by the International Economic Development Council in partnership with six leading national organizations: Center on Rural Innovation, International City/County Management Association, National Association of Counties Research Foundation, National Association of Development Organizations Research Foundation, National League of Cities Institute, and RAIN Catalysts (collectively, the “ERC Partners”).

ERC Fellows provide technical assistance, planning, and capacity-building support to host organizations and communities. Fellows will also receive specialized training and cohort learning support throughout the Fellowship.

2. Term of Agreement

This Memorandum of Understanding shall be in effect from the date signed by the last party until July 31, 2026, or as designated by IEDC, unless terminated or extended subject to all parties’ agreement in writing pursuant to Section 5 below.

3. Fellowship Project

The Scope of Services (Exhibit A) from the PSA is attached to this Agreement. This Scope of Services describes the Fellow's primary responsibilities and deliverables related to the Host Organization's project. The Parties agree that supporting successful completion of this project is a key aim of this Agreement.

4. Compensation

Per the terms of the ERC program and the PSA, IEDC will provide the Fellow with compensation of \$90,000 per year (\$225,000 total over the 30-month Fellowship), a post-Fellowship payment of \$10,000 upon successful completion of the Fellowship, up to \$5,000 for reimbursement of eligible relocation, housing, or local travel expenses annually (not to exceed \$12,500 over the Fellowship) and up to \$27,500 for reimbursement of eligible travel expenses.

5. Agreement Modification and Termination

This Agreement may be amended by mutual, written agreement of the Parties. At a party's discretion, a party may terminate this Agreement at any time, for any reason, upon 30 days' written notice to the other parties, or for any other reason permitted under the PSA. This Agreement will automatically terminate if the PSA is terminated.

6. ERC Program Handbook

In signing this Agreement, the Parties acknowledge that they have read and understood the ERC Program Handbook, attached as Exhibit B, and agree to follow the processes and procedures included in it, as permitted by Florida law.

7. Shared Principles and Goals

In their work and professional relationships, the Parties signing this Agreement commit to pursue and uphold the following shared principles and goals:

- 1) **Locally-driven economic development and equitable economic outcomes.** We will work together to advance innovative, locally-driven initiatives to build stronger, more resilient, and inclusive economies.
- 2) **Collaboration, shared learning and mutual support.** Recognizing that innovation requires experimentation, adaptation, and risk of failure, we will work together respectfully, cooperatively, and with a commitment to learning and iterating to meet the needs and supporting the aspirations of the communities we work in.
- 3) **Sustained impact.** We will prioritize professional and organizational development and capacity-building to sustain the benefits of the collaboration and the Fellow

project after the fellowship ends, and to advance the practice of economic development.

- 4) **Diversity, equity and inclusion.** We commit to carrying out our professional interactions and structuring our work together in ways that have sustained impact, foster equity, and expand diversity and inclusion in community and economic development.
- 5) **Open communication.** As a new program with multiple partners and program participants located across diverse geographies and contexts, we commit to open and transparent communication. We will convey any concerns, questions, or feedback in a constructive, respectful, and timely manner to the relevant party to identify, avoid and resolve potential problems before they become intractable.

8. Roles and Commitments

The Parties will play different, complementary roles to conduct and carry out the Fellowship and associated project work and to support these shared commitments and the overall aims of the ERC initiative. The ERC Program Handbook provides supporting processes and procedures for the responsibilities outlined below.

8a. Hosts

The Host Organization has specified a local or regional economic development strategy or catalytic transformative project to advance with assistance from the Fellow. The Host Organization supports project implementation through regular interaction with the Fellow; participates in peer learning, networking and training aimed at building their organization's and community's capacity for equitable, inclusive, and sustainable economic development; and supports the Fellow's professional development and learning.

The Host Organization's responsibilities include:

Mentorship and Guidance

Provide a primary contact for the Fellow who is able to commit 5-7 hours per week to supporting the Fellow through check-ins, consultation, and ongoing mentorship.

Project Support

Identify and scope a specific community-based economic development project to focus the Fellow's work, including developing the Scope of Services, project deliverables and required activities for the Fellow. Partner with the Fellow to coordinate, build connections, plan and implement the project and ERC program activities throughout the 30-month

fellowship. Assist the Fellow in navigating the context, assets and issues that might enable or constrain the Fellow's work in the community or region.

Regular Feedback and Evaluation

Structure and participate in regular project reviews with the Fellow to track progress and make needed adjustments to project approaches, deliverables and timelines. Engage with the Fellow in applying a learning process that feeds insights generated from actions taken into ongoing planning and execution.

Participate in regular check-ins (minimum quarterly) with IEDC to provide feedback and information that will assist IEDC in fulfilling its obligations under the PSA. Complete surveys and reports as required to support program evaluation and research led by IEDC and ERC Partners.

Inclusive and Collaborative Environment:

The Host Organization commits to fostering an inclusive and collaborative work environment, where the Fellow feels welcomed, valued, and encouraged to actively participate in team activities and discussions.

Capacity Building, Training and Networking

Participate in and take advantage of the opportunities the ERC initiative offers to strengthen the Host Organization's capacity and resources, e.g., peer learning exchanges, networking gatherings, and IEDC membership benefits. Attend annual fellowship training events in person if possible, and virtually if not.

Professional Conduct

Maintain the highest standards of professionalism, ethics, and integrity. This includes respectful, timely communication with the Fellow, IEDC, ERC Partner staff, and other project partners, community members, Host Organizations, and Fellows.

Supporting the Fellow's Work

The Host Organization acknowledges that the Fellow is an independent contractor, and not an employee, of the Host Organization, IEDC, or the ERC Partners. The Host Organization does not control how and when the Fellow performs Fellowship-related work. The Fellow may have work or clients outside the Fellow's ERC program. If there are specific requirements related to the Fellow's successful implementation of activities in the Host Organization's community, these must be clearly communicated in the Fellow's Scope of Services and the Project-Specific Requirements and Expectations in Section 8b below. The Host Organization may establish deadlines for deliverables and is encouraged to create project schedules in collaboration with the Fellow.

Post-Fellowship Engagement

Upon completion of the Fellowship, the Host Organization commits to staying engaged with IEDC and the ERC Partners through periodic updates and feedback. The Host Organization may also be invited to contribute insights or participate in alumni activities.

Indemnification by Host Organization

Host Organization shall not be required to indemnify, defend, and hold harmless IEDC, ERC Partners, or their officers, directors, partners, members, employees, agents, contractors, and subcontractors, and the successors in interest of the foregoing, from any liabilities that are caused by the sole negligence or willful misconduct of Fellow, IEDC, ERC Partners, and any of their officers, directors, partners, members, employees, agents, contractors, and subcontractors, and the successors in interest of the foregoing.

8b. Fellows

The Fellow is an experienced community and economic development professional who will provide technical assistance, planning and capacity-building support to the Host Organization with a project focus in the Scope of Services in the PSA. The Fellow acts as a community builder and connector who accelerates the project through relationship-building, collaboration, and focused attention. The Fellow works closely with the Host Organization on project planning, implementation and adaptation; participates in peer learning, networking and training, and supports the Host Organization's organizational development.

The Fellow's responsibilities include:

Field Immersion

The Fellow agrees to be based in a location within a 1–2-hour drive of the Host Organization's community or region for a fellowship period of 2.5 years (30 months), unless otherwise agreed with the Host Organization and IEDC. As independent contractors, Fellows may choose where they conduct their work to meet the deliverables outlined in their Scope of Services. This may be from a home office, a co-working space, at the Host Organization's offices, or other flexible work locations.

Project Scope of Services

Complete the Scope of Services using a collaborative, community-driven approach that supports the Host Organization's organizational development, innovative practice, and the Fellow's professional development. Help to structure and participate in regular project reviews with the Host Organization to track progress and make needed adjustments to project approaches, deliverables and timelines.

Active Participation

Actively participate in all aspects of the ERC Fellowship program, including but not limited to project work, monitoring and evaluation, opportunities the ERC initiative offers for training, professional development, networking, peer learning and coaching and mentoring support. The Fellow should anticipate committing 35-40 hours per week throughout the duration of the Fellowship to fellowship-related activities and performing the Scope of Services.

Timely and High-Quality Performance

Meet the project requirements, expectations and performance measures specified in this Agreement and in the PSA, or later established by or in collaboration with IEDC or the Host Organization, including meeting schedules and deliverable dates. Coordinate work schedules and time off with the Host Organization and IEDC to ensure that project momentum is maintained and deliverables are produced on time.

Interference with Performance

Fellow will notify IEDC and the Host Organization immediately of any factor, occurrence or event that would be reasonably expected to affect Fellow's ability to perform the Services on the schedule set forth in the Scope of Services.

Professional Conduct

Maintain the highest standards of professionalism, ethics, and integrity. This includes respectful, timely communication with the Host Organization staff, community partners and members, other fellowship participants, mentors, and ERC program staff. The Fellow agrees to adhere to all policies and guidelines established by the Host Organization and IEDC, including those related to conduct, diversity, equity, and inclusion. ERC Program policies and guidelines are detailed in the ERC Program Handbook and relevant Host Organization policies and guidelines may also be attached as Exhibits to this Agreement.

Independent Contractor Status

The Fellow acknowledges that as an independent contractor, they are responsible for all federal, state and local taxes as required by law in the state or territory in which the Fellowship work is performed. This includes the cost of health insurance and/or healthcare, including but not limited to the payment of required tax payments and filings (including disability and FICA). The Fellow is also responsible for maintaining insurance coverage as set forth in the Insurance Section of this Agreement and licensing as required by law in the state or territory in which the Fellowship work is performed. The Fellow must maintain authorization to work in the United States for the entire duration of the 30-month

ERC Fellowship (currently anticipated to be February 2024 through July 2026; this may be subject to change).

Other Clients

Fellow is free to engage in other independent contracting activities, provided that Fellow does not engage in any such activities that are inconsistent with or conflict with this Agreement. Fellow may perform services for entities other than IEDC and the Host Organization, provided that Fellow will not undertake to perform services for entities other than IEDC and the Host Organization if those services would impair timely performance of Fellow's obligations to IEDC, the Host Organization, and the ERC Fellowship Program.

Representing the ERC Fellowship Program

The Fellow acknowledges that in their capacity as an independent contractor, they may act on behalf of the Host Organization, only by written consent of the Host Organization, IEDC, and the ERC Partners during the Fellowship period and commits to upholding the values and reputation of these entities in all professional interactions.

Confidentiality

The Fellow acknowledges the sensitivity of information that may be shared during the fellowship program and commits to maintaining the confidentiality of all proprietary and confidential information disclosed by IEDC and the Host Organization, as further outlined in the PSA and agrees to fully comply with the Public Records provisions of Chapter 119, Florida Statutes (2024), as may be amended.

Post-Fellowship Engagement

Upon completion of the Fellowship, the Fellow commits to staying engaged with IEDC and ERC Partners through periodic updates and feedback. The Fellow may also be invited to contribute insights or participate in alumni activities.

Project-Specific Requirements and Expectations

The attached Scope of Services (Exhibit A) describes the Fellow's primary responsibilities and deliverables related to the Host Organization's project.

Indemnification by Fellow

Fellow agrees to indemnify, hold harmless, reimburse and defend IEDC, the Host Organization, and ERC Partners, their officers, directors, partners, members, employees, agents, contractors, and subcontractors, and the successors in interest of the foregoing, from, for and against all suits, actions, claims, damages, penalties, liabilities, losses and expenses (including reasonable attorneys' fees) (collectively, "Losses") (including, but not limited to, Losses asserted by Fellow) arising out of or resulting from (a) Fellow's performance of the Scope of Services or other work under this Agreement and the PSA,

including but not limited to claims relating to Fellow's status as an independent contractor, (b) Fellow's breach of any representation, warranty, or obligation under this Agreement or the PSA, (c) a material defect in any of Fellow's deliverables, (d) the intentional misconduct of Fellow, (e) Fellow's violation of any discrimination, harassment, or retaliation policies of IEDC or the Host Organization, or (f) Fellow's violation of any applicable state, federal or local law.

Fellow - Insurance Requirements

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Fellow, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of FELLOW. FELLOW shall provide the City a certificate of insurance evidencing such coverage. FELLOW's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests. The limits of coverage under each policy maintained by FELLOW shall not be interpreted as limiting FELLOW's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by FELLOW for assessing the extent or determining appropriate types and limits of coverage to protect FELLOW against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by FELLOW under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of FELLOW. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

If FELLOW does not own vehicles, FELLOW shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Professional Liability/E&O

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

FELLOW must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Insurance Certificate Requirements

- a. FELLOW shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. FELLOW shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of FELLOW to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of FELLOW following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, FELLOW shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on the General Commercial Liability policy.
- g. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holders should read as follows:

City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

International Economic Development Council
1275 K Street, Suite 300
Washington, DC 20005-4083

FELLOW has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City and IEDC as an Additional Insureds shall be at Fellow's expense.

If FELLOW's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, FELLOW may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

FELLOW's insurance coverage shall be primary insurance in respect to IEDC's and the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by FELLOW that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by IEDC and the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, FELLOW must provide to IEDC and the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. IEDC and the City reserve the right to review, at any time, coverage forms and limits of FELLOW's insurance policies.

FELLOW shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to FELLOW's insurance company or companies and IEDC and the City's Risk Management office as soon as practical.

It is FELLOW's responsibility to ensure that any and all of FELLOW's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of FELLOW. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to FELLOW.

8c. IEDC (Representing the ERC Partners)

IEDC and the other six ERC Partners manage the fellowship program and support the Fellows and Host Organizations in achieving their individual and organizational goals consistent with the principles and aims of the ERC program.

IEDC responsibilities include:

Fellow Contract and Oversight

Enter into a contract for services with the Fellow as an independent contractor engaged to work on a specified project for the Host Organization. Pay the Fellows' compensation, and reimburse their reasonable expenses, as identified in Section 4 above and in the PSA.

Provide assistance with fellowship-related travel arrangements, arrangements for training and professional development and other fellowship-related logistics.

Provide the Fellow with a laptop, software and collaboration tools to support work related to the Fellowship.

Project-Focused Training and Support

Provide training, coaching, mentoring and communications support to assist the Fellow in completing the specified project work, designing and executing a capstone action research project in collaboration with the Host Organization, and sharing what is learned within the ERC program with the broader economic development field.

Fellow Professional Development

Provide peer learning and networking opportunities, training, coaching, mentoring and other support mechanisms for the Fellow focused on professional development. Facilitate Fellow professional development opportunities including conferences, memberships, certifications and connections with ERC Partners' nationwide network of industry leaders, partner organizations and affinity groups.

Host Organizational Development

Facilitate networking, peer learning, training and organizational development opportunities for Host Organizations.

Project and Performance Review

Assist the Host Organizations and Fellow as needed to facilitate project and performance review, adapting or changing project scope and Fellow activities and deliverables if needed, resolution of disagreements and problem-solving related to the Fellowship.

Fellowship Support

Maintain clear processes, structures and points of contact for Host Organizations and Fellows to support successful completion of the Fellowship. Solely on behalf of IEDC, hold sole and final decision-making authority over contractual questions, including the right of termination per the terms of the PSA. Decisions will be informed by consultations with the Host Organization.

Professional Conduct

Maintain the highest standards of professionalism, ethics, and integrity. This includes respectful and timely communication with the Fellow, the Host Organization, ERC Partners and their staff, and community members.

Indemnification by IEDC

IEDC agrees to indemnify, hold harmless, reimburse and defend Host Organization, its officers, directors, partners, members, employees, agents, contractors, and subcontractors, and the successors in interest of the foregoing, from, for and against all Losses (including, but not limited to, Losses asserted by Fellow) arising out of or resulting from IEDC's, or its officers' or employees' (a) breach of any representation, warranty, or obligation under this Agreement, or (b) violation of any applicable state, federal or local laws.

Insurance Requirement of IEDC

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, IEDC, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of IEDC. IEDC shall provide the City a certificate of insurance evidencing such coverage. The limits of coverage under each policy maintained by IEDC shall not be interpreted as limiting IEDC's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by IEDC for assessing the extent or determining appropriate types and limits of coverage to protect IEDC against any loss exposures, whether as a result of this Agreement or

otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by IEDC under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

Professional Liability/E&O

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

IEDC must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Insurance Certificate Requirements

- a. IEDC shall provide the City with valid Certificates of Insurance (binders are unacceptable), no later than thirty (30) days after this Agreement is signed by all parties.
- b. IEDC shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of IEDC to provide the proper notice to the City. Such notification by IEDC will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of IEDC following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, IEDC shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

- f. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

IEDC has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

If IEDC's insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, IEDC may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Any exclusion or provision in any insurance policy maintained by IEDC that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, IEDC must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of IEDC's insurance policies.

IEDC shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to IEDC's insurance company or companies and the City's Risk Management office as soon as practical.

9. Joint Commitments

In addition to the separate roles and commitments detailed above, the Parties agree to the following mutual commitments.

9a) Project and Performance Evaluation and Project Adaptation

The Parties acknowledge that research, monitoring and evaluation will be critical to the success of the Fellowship over time, and agree to support the ERC research and learning agenda with active participation, project-related contributions, and timely responses to requests for information and input.

Over the course of the 30-month Fellowship, changing conditions, new opportunities, and experience gained may necessitate changes to the strategy and tactics employed in the project the Fellow is completing for the Host Organization. The Parties agree to work together to evaluate progress and to use what is learned to make mid-course adjustments

to the Fellow's Scope of Services as needed with written approval by the Host Organization, following the guidance provided in the ERC Program Handbook.

9b) Navigating Grievances and Disputes

The Parties will maintain working relationships characterized by open and forthright communication, good will, and mutual commitment to the aims and principles of this Agreement. These practices can help to identify, avoid and resolve potential problems before they become intractable.

The Parties agree that, in the event of any grievance or dispute between or among them relating to this Agreement, they will follow the processes and procedures detailed in the ERC Program Handbook.

9c) Confidentiality and Nondisclosure

The PSA requires protection of confidential and proprietary information that may be disclosed by IEDC or the Host Organization to the Fellow during the term of the Fellowship, except to the extent that confidential and proprietary information is subject to Chapter 119, Florida Statutes. In a similar spirit of respect, the Parties agree not to disclose any Confidential Information related to the business, products, services or affairs of another Party to this agreement or its affiliates or clients without that Party's express permission and in compliance with the Public Records provisions of Chapter 119, Florida Statutes. Only to the extent it is a trade secret pursuant to Florida law or otherwise confidential and exempt from disclosure pursuant to Florida law, "Confidential Information" means without limitation (a) information that derives actual or potential independent economic value from not being generally known to the public or other persons who can obtain value from its disclosure or use, and is the subject of reasonable efforts under the circumstances to maintain its secrecy; and (b) information belonging to a Party that was disclosed to or known by another Party as a consequence of the Fellowship. Confidential Information can be in any form, such as verbal, written, or electronically stored information, and may be tangible or merely remembered.

9d) Intellectual Property

The Parties anticipate that during the performance of this Agreement, each may create, contribute to, or develop certain intellectual property ("IP") relevant to the subject matter of this Agreement. In accordance with IEDC's Cooperative Agreement with the Economic Development Administration (the "Funder") and 2 C.F.R. § 200.316, IEDC will hold all property created, acquired, or improved under this Agreement in trust for the beneficiaries of the project or program under which the property was acquired or improved. In addition, IEDC's ownership of any work produced or purchased under this Award is subject to the

Funder's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work or authorize others to receive, reproduce, publish, or otherwise use the work for government purposes. To the extent any provision of this Agreement contradicts or conflicts with any provision of the Cooperative Agreement with the Funder, the terms and conditions of the Cooperative Agreement will govern.

Each Party acknowledges and agrees that any pre-existing IP brought into the collaboration by any Party shall remain the sole property of the originating Party. The Parties agree to treat all jointly owned IP as Confidential Information and shall take reasonable steps to prevent its unauthorized disclosure or use pursuant to Section 9c above.

9e) Ownership

Fellow shall retain all of their rights in any pre-existing IP brought into the collaboration by Fellow ("Fellow's Property"); provided however, that Fellow hereby grants to IEDC, the Host Organization, and Funder a non-exclusive, royalty-free, perpetual, irrevocable, world-wide license (with right to sublicense) to make, use, sell, copy, distribute, modify, and otherwise to practice and exploit any and all Fellow's Property in connection with the Rights and Property, and all versions and derivatives in which the Rights and Property is incorporated at any time. For the purposes of this Agreement, "Rights and Property" means ownership, copyright, trade secrecy, and all other rights in written information, drawings, documents, designs, programs, works, inventions, improvements, discoveries, processes, or other properties prepared or conceived by Fellow in the course of performing the Scope of Services, or which make use of any of IEDC's or the Host Organization's Confidential Information as defined by Chapter 119, Florida Statutes.

9f) Conflict of Interest

The Parties will not engage, either directly or indirectly, in any activity which could reasonably be expected to adversely affect or interfere with the impartial and objective execution of their obligations under this Agreement (a "Conflict of Interest"). Each Party shall promptly disclose in writing to the other Parties any potential or actual Conflict of Interest that may arise during the term of this Agreement. The disclosing Party shall provide sufficient detail regarding the nature of the Conflict of Interest, allowing the other Parties to assess its impact on the Agreement.

10. Independent Contractor

Each of the Parties are independent contractors and shall not act as officers, employees, or agents of the other parties. None of the Parties shall have the right to bind any of the other Parties to any obligation not expressly undertaken by the other Parties.

11. Sovereign Immunity

Nothing herein shall be construed as a waiver of the City's sovereign immunity pursuant to 768.28, Florida Statutes.

12. Laws/Ordinances

The Parties shall observe and comply with all Federal, state, local and municipal laws, ordinances, rules and regulations that would apply to this Agreement.

13. Non-Discrimination

The Parties shall not, in any of their activities, discriminate against any individual on the basis of race, color, age, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

14. Assignment

The Agreement and the monies which may become due hereunder are not assignable to the Host Organization except with the prior written approval of the City Commission.

15. Notice

Whenever a party desires to give notice unto the other, it shall be given by written notice, sent certified by U.S. Mail, return receipt requested or via nationally recognized overnight courier addressed to the party to whom it is intended, at the places last specified, and the places for giving notice shall remain such until they are changed by written notice in compliance with this section. For the present, the parties designate the following as respective places for giving notice, to wit:

FOR IEDC: 1275 K Street NW, Suite 300
Washington, DC 20005

FOR FELLOW: Motivate Enterprises, LLC
221 Dixie Lane
Rockledge, FL 32955

Attn: Servola Frazier

FOR HOST ORGANIZATION: City Manager
City of Fort Lauderdale
101 N.E. 3rd Avenue, Suite 2100
Fort Lauderdale, FL 33301

16. Governing Law; Venue; Waiver of Jury Trial

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. For any dispute arising under this Agreement, the Parties consent to the exercise of personal jurisdiction by a court of competent jurisdiction in the District of Columbia and agree that venue shall be in the District of Columbia. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT.**

17. Public Records

The Host Organization is a public agency subject to Chapter 119, Florida Statutes, and, to the extent applicable, the provisions of Chapter 119, Florida Statutes, are deemed incorporated as if fully set forth herein.

18. Signatures

By their signatures, the Parties agree to the terms of this Agreement as of the last date indicated below. For the convenience of the Parties, this Agreement may be executed in any number of counterparts, including by verified electronic signature, all of which when taken together shall constitute one and the same agreement. If any Party signs this Agreement with a verified electronic signature, the Parties agree that verified electronic signatures are intended to have the same force and effect as if they were hand-written and signed in ink.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals
the day and year first written above.

ATTEST:

CITY OF FORT LAUDERDALE,
a Florida municipal corporation

DAVID R. SOLOMAN
City Clerk

By: _____
DEAN J. TRANTALIS
Mayor

By: _____
SUSAN GRANT
Acting City Manager

Date: _____

Approved as to Legal Form:
D'Wayne M. Spence, Interim City Attorney

By: _____
KIMBERLY CUNNINGHAM MOSLEY
Assistant City Attorney

WITNESSES:

INTERNATIONAL ECONOMIC DEVELOPMENT
COUNCIL, INC.

Witness Signature

By: _____
Nathan Ohle, President & CEO

Print Name

Witness Signature

Print Name

(CORPORATE SEAL)

STATE OF _____ :
COUNTY OF _____ :

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this _____ day of _____, 2024, by Nathan Ohle, as
President and CEO of INTERNATIONAL ECONOMIC DEVELOPMENT COUNCIL, INC.

(NOTARY SEAL)

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name
of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

WITNESSES:

MOTIVATE ENTERPRISES, LLC, a Florida limited liability company.

Witness Signature

By: _____
SERVOLA FRAZIER, CEO

Print Name

Witness Signature

Print Name

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by SERVOLA FRAZIER, as CEO for MOTIVATE ENTERPRISES, LLC, a Florida limited liability company.

(NOTARY SEAL)

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

EXHIBIT "A"
TO MEMORANDUM OF UNDERSTANDING



INTERNATIONAL
ECONOMIC DEVELOPMENT
COUNCIL

AMENDED AND RESTATED ECONOMIC RECOVERY CORPS FELLOWSHIP
PROFESSIONAL SERVICES AGREEMENT

This Amended and Restated Professional Services Agreement (the “Amended Agreement”), dated _____, 2024 (“Effective Date”), is between the International Economic Development Council, Inc. (“IEDC”) and Servola Frazier (“Fellow”).

RECITALS

IEDC manages the Economic Recovery Corps (“ERC”) Fellowship Program, which is governed by a cooperative agreement with the U.S. Economic Development Administration. IEDC and Fellow wish to enter into an Amended and Restated Agreement for Fellow to participate in the ERC Fellowship Program with the City of Fort Lauderdale as the (“Host Organization”), located in the City of Fort Lauderdale, Florida. In this Amended Agreement, IEDC, and Fellow are each a party and are collectively referred to as the “Parties.” In consideration of the mutual covenants and promises, the Parties, intending to be legally bound, agree as follows:

TERMS AND CONDITIONS

Article 1. Term and Termination and Services to be Provided by Fellow

1.1. **Term.** This Amended Agreement will commence on the Effective Date and continue until July 31, 2026, or until terminated pursuant to Article 6 below (the “Term”).

1.2. **Termination.** This Amended Agreement may be terminated at any time and for any reason by giving 30 days advance written notice consistent with Section 5.1 below, or immediately by IEDC consistent with Section 5.2 below.

1.3. **Scope of Services.** During the Term, Fellow agrees to perform certain services for Host Organization (the “Services”), as more fully described in the Scope of Services attached hereto as (Exhibit A) and incorporated herein by reference (the “Scope of Services”). The Scope of Services may be altered or changed in a writing signed by IEDC and Fellow and with written notification to the Host Organization. Fellow should anticipate committing 35-40 hours per week throughout the duration of the ERC Fellowship Program to Fellowship Activities, discussed below, and performance of the Services.

1.4. **Fellowship Activities.** The parties agree that the project-related Services and the Fellowship Activities which support Fellow’s professional development, are equally important to the successful completion of the ERC Fellowship. Fellow will provide the Services and participate in ERC Fellowship Program activities as described in the Schedule of Fellowship Activities attached hereto as (Exhibit B) and incorporated herein by reference (the “Fellowship Activities”).

1.5. **Schedule Changes.** Changes to the schedule of ERC Fellowship Activities included in (Exhibit B), and specification of dates and times within it made by IEDC, Host Organization, or other ERC partner organizations involved in managing and supporting ERC Fellows (“ERC Partners”), are subject to change.

1.6. **Standards of Performance and Licensure.** Fellow will perform the Services with the same degree of care, skill, diligence, competency, and knowledge that is ordinarily exhibited and possessed by other professionals in good standing in the same or similar field and community as Fellow. Fellow shall perform the Services in compliance with all applicable federal, state, and local laws and regulations, including by maintaining all licenses, permits, and registrations required to perform the Services. Fellow shall perform the Services in accordance with the terms of the separate Memorandum of Understanding executed by Fellow, Host Organization and IEDC, and the ERC Program Handbook, both of which are incorporated herein by reference. To the extent Fellow performs any Services on the premises of IEDC or Host Organization, or performs any Services using the IEDC's or Host Organization's equipment, or interacts with any employees of IEDC or Host Organization in performing the Services, Fellow shall comply with all applicable policies of IEDC or Host Organization relating to business and office conduct, including all policies and procedures listed in the ERC Program Handbook.

1.7. **Deliverables.** Fellow will provide to Host Organization and IEDC written reports and other deliverables in such format as IEDC may reasonably request, in connection with the Services (the "Deliverables"). Fellow will provide all Deliverables to the Host Organization and IEDC within the deadlines specified in the Scope of Services or, if no deadlines are specified therein, as later established by the Host Organization or IEDC. Upon receipt, IEDC and the Host Organization will evaluate such Deliverables to ensure that they meet the specifications, requirements, and terms of this Amended Agreement and the ERC Fellowship Program.

1.8. **Evaluation of Services.** With input from the Host Organization, IEDC may, in its sole discretion, elect to evaluate Fellow's performance of the Services and the Deliverables during the Term and may provide verbal or written feedback in connection therewith. Performance metrics will be informed by the Scope of Services. IEDC will provide notice to Fellow and the Host Organization if IEDC becomes aware of any development that affects the scope or timing of the Services, or of any defect in the Deliverables.

1.9. **Interference with Performance.** Fellow will notify IEDC immediately of any factor, occurrence or event that would be reasonably expected to affect Fellow's ability to perform the Services on the schedule set forth in the Scope of Services. Time is of the essence in the performance of this Amended Agreement.

Article 2. Independent Contractor Status and Obligations

2.1 **Status.** Fellow understands and represents that Fellow is an independent contractor engaged in the operation of their own business with respect to the Services provided under this Amended Agreement, the Scope of Services, and the Deliverables. Nothing in this Amended Agreement shall be considered to create the relationship of employer and employee between IEDC and Fellow or between Fellow and the Host Organization. Fellow is not an employee, agent, joint venturer, or partner of IEDC or the Host Organization for any purpose, including, but not limited to, the Fair Labor Standards Act, the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding requirements of any kind, and all other applicable laws and regulations. Fellow has no authority, actual, apparent, or implied, to represent or speak for IEDC or the Host Organization, or to bind IEDC or the Host Organization in any contractual relationships.

2.2 **No Benefits.** Fellow is not eligible to participate in any benefit programs, plans, arrangements or distributions that IEDC or the Host Organization maintains or provides at any time to or for their employees, including, but not limited to, pension; profit sharing; bonus; medical, dental, disability or life insurance; vacation or sick leave plans; or similar benefits or arrangements. In the event Fellow, for any reason, were to be characterized in a way which would otherwise entitle Fellow to such benefits, Fellow waives any and all rights to such benefits.

2.3 **No Control.** Fellow shall provide competent services using Fellow's own appropriate independent skill and judgment, and the manner and means that appear best suitable to them to perform the Services. IEDC, the Host Organization, and their employees, agents or representatives shall not have the right to control or direct the manner, details, or means by which Fellow accomplishes and perform the Services or the Scope of Services, except as set forth in this Amended Agreement. However, IEDC, in consultation with the Host Organization and Fellow, retains the right to specify the final desired results of the Services and deadlines for submission of specific Deliverables. Fellow has no obligation to perform the Services during any particular hours or days or any particular number of hours or days.

2.4 **No Assignment; No Subcontracting.** Fellow is to provide services personally and may not assign rights or obligations under this Amended Agreement to any third party. Subcontracting the Services to Fellow's employees, agents, or to other independent contractors is prohibited.

2.5 **Other Clients.** Fellow is free to engage in other independent contracting activities, provided that Fellow does not engage in any such activities that are inconsistent with or conflict with this Amended Agreement. Fellow may perform services for entities other than IEDC and the Host Organization, provided that Fellow will not undertake to perform services for entities other than IEDC and the Host Organization, if those services would impair timely performance of Fellow's obligations to IEDC, the Host Organization, and the ERC Fellowship Program.

2.6 **Conflict of Interest.** Fellow agrees that during the term of this Amended Agreement, Fellow will not engage, either directly or indirectly, in any activity, financial or otherwise, which could reasonably be expected to adversely affect the IEDC or the Host Organization ("Conflict of Interest"). Fellow further agrees to promptly disclose to IEDC and the Host Organization any facts of which Fellow becomes aware which could in Fellow's good faith judgment reasonably be expected to involve or give rise to a Conflict of Interest or potential Conflict of Interest.

Article 3. Compensation

3.1 **Fees.** IEDC will pay Fellow for the Services performed as described in the Scope of Services (Exhibit A) and full participation in the ERC Fellowship Activities (Exhibit B), as specified in the Schedule of Payments (Exhibit C).

3.2 **Invoices for Expenses; Disputed Amounts.** Fellow will invoice IEDC for eligible expenses not paid directly by IEDC as specified in the Schedule of Payments (Exhibit C). Eligible expenses are detailed in the ERC Program Handbook. In the event of a dispute concerning the amount due under any invoice, IEDC may withhold the disputed amount without incurring interest or other charges pending the outcome of the dispute.

3.3 **Taxes and Insurance.** Fellow will pay all federal, state and local taxes, social security taxes (FICA), Medicare taxes, unemployment insurance, and workers' compensation insurance as required by law in the state or territory in which the Services are performed. Neither IEDC nor the Host Organization shall be responsible to Fellow, or any governing body, for any payroll-related taxes related to the performance of this Amended Agreement. Fellow agrees to indemnify, defend, and hold harmless IEDC, the Host Organization, and their officers, directors, partners, members, employees, agents, contractors, and subcontractors, and the successors in interest of the foregoing, from, for and against all suits, actions, claims, damages, penalties, liabilities, losses and expenses (including reasonable attorneys' fees) arising out of Fellow's failure to pay any federal, state, or local taxes incurred, or to obtain the insurance required, in connection with performing the Services.

Article 4. Confidential Information and Ownership of Materials

4.1 **Fellow's Obligations to Protect Confidential Information.** Only to the extent it is a trade secret pursuant to Florida law or otherwise confidential and exempt from disclosure pursuant to Florida law, Fellow recognizes and acknowledges that while performing the Services, Fellow may have access to, acquire, and assist in developing "Confidential Information" as defined by Florida law, relating to the business and operations of IEDC, the Host Organization, and their affiliates (which includes any parent, affiliate, or subsidiary companies). Fellow acknowledges that this Confidential Information is a valuable, special, and unique asset of the owner, whether IEDC or the Host Organization. Fellow agrees to hold in strictest confidence, and not use or disclose to any other person or entity, any Confidential Information without the prior written authorization from the owner, whether IEDC or the Host Organization. Fellow agrees to protect and preserve as confidential all Confidential Information at any time known to Fellow or in Fellow's possession or control with not less than the diligence, care, and efforts that a prudent owner would use to protect its own most sensitive information.

4.2 **Ownership of Materials.** All ownership, copyright, trade secrecy, and all other rights in written information, drawings, documents, designs, programs, works, inventions, improvements, discoveries, processes, or other properties prepared or conceived by Fellow in the course of performing the Services, or which make use of any of IEDC's or the Host Organization's Confidential Information (defined in Section 4.1(a)), other than Fellow Property (defined in Section 4.4(b)), shall be the sole and exclusive property of IEDC ("IEDC Property") or the Host Organization ("Host Organization Property"), except as provided below, whether developed independently by Fellow or jointly with others, and whether or not IEDC or the Host Organization uses, registers, or markets the same. Fellow hereby irrevocably assigns and conveys all such rights, title, and interests in IEDC Property to IEDC and all such rights, title, and interests in Host Organization Property to the Host Organization, subject to no liens, claims, or reserved rights. Fellow will assist IEDC and the Host Organization, and their successors, assigns, or licensees, as requested during and after the Term of this Amended Agreement, to further evidence and perfect IEDC's and the Host Organization's rights in such property. Fellow hereby waives any and all "moral rights" that may be applicable to any of the foregoing, for any and all uses, alterations, and exploitation thereof by IEDC or the Host Organization, or their successors, assigns, or licensees. To the extent that such "moral rights" may not be waived in accordance with law, Fellow agrees not to bring any claims, arbitration demands, actions or litigation against IEDC or the Host Organization based on or to enforce such rights.

Fellow represents and warrants that (i) IEDC is the sole and exclusive owner of all Rights and Property that is IEDC Property, the Host Organization is the sole and exclusive owner of all Rights and Property that is Host Organization Property, and that Fellow is the sole and exclusive owner of all Fellow's Property conceived of or contributed by Fellow to IEDC or the Host Organization hereunder; (ii) the exercise of any and all licenses and rights granted to IEDC or the Host Organization under this Amended Agreement shall not infringe, dilute, or violate the rights (including moral rights), interests, or property of Fellow or any other person or entity, or create any right of action or claim in any person or entity adverse thereto, nor shall any third party be entitled to any residuals, royalties, or other payments, however designated; (iii) Fellow is not aware of any violation, infringement, misappropriation, or other adverse claim pertaining to any material or works conceived of or contributed by it in connection with the Amended Agreement; and (iv) all material or works conceived or otherwise provided by Fellow to IEDC or the Host Organization will not defame or violate the privacy or publicity rights of any third person.

Fellow acknowledges and agrees that in accordance with IEDC's Cooperative Agreement with the Economic Development Administration (the "Funder"), the terms of which are incorporated herein by reference, and 2 C.F.R. § 200.316, IEDC will hold all property created, acquired, or improved under this Amended Agreement in trust for the beneficiaries of the project or program under which the property was

acquired or improved. In addition, IEDC's ownership of any work produced or purchased under this Amended Agreement is subject to the Funder's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work or authorize others to receive, reproduce, publish, or otherwise use the work for government purposes. To the extent any provision of Article 5 of this Amended Agreement contradicts or conflicts with any provision of the Cooperative Agreement with the Funder, the terms and conditions of the Cooperative Agreement will govern, only to the extent as permitted by law.

4.3 **Ownership.** Fellow shall retain all of their rights in Fellow's Property; provided however, that Fellow hereby grants to IEDC, the Host Organization, and Funder a non-exclusive, royalty-free, perpetual, irrevocable, world-wide license (with right to sublicense) to make, use, sell, copy, distribute, modify, and otherwise to practice and exploit any and all Fellow's Property in connection with the Rights and Property, and all versions and derivatives in which the Rights and Property is incorporated at any time.

4.4 **Definitions.** The following terms in this Amended Agreement have the following specified meanings:

(a) Only to the extent it is a trade secret pursuant to Florida law or otherwise confidential and exempt from disclosure pursuant to Florida law, "Confidential Information" includes (i) IEDC's or the Host Organization's trade secrets which derive actual or potential independent economic value from not being generally known to the public or other persons who can obtain value from their disclosure or use, and are the subject of efforts that are reasonable under the circumstances to maintain their secrecy; and (ii) proprietary and confidential information belonging to IEDC or the Host Organization that was disclosed to or known by Fellow as a consequence of providing Services, and not otherwise publicly known, whether or not marked confidential and whether or not considered a trade secret. Confidential Information may be verbal, written, or consist of electronically stored information.

IEDC provides the following list of Confidential Information belonging to IEDC or the Host Organization and their affiliates by way of example, but this list is not intended to be exhaustive: curricula; inventions; technical information; algorithms, designs, concepts, systems, techniques, methods, patterns, models, compilations, procedures, or processes; know-how or methodologies; manuals, contracts, reports; purchasing or accounting information; financial history or projections; legal affairs; formulae; compositions; devices; programs; research projects; business modes and information; pricing data; financial data; sources of supply; marketing plans and/or strategies, including price strategies, marketing, sales, technology, research and development, or production; and information pertaining to IEDC or the Host Organization's relationships with their clients, grantors, donors, vendors, or suppliers, including information entrusted to IEDC or the Host Organization by associates or other third parties, including, without limitation, any information that may be protected under laws protecting any trade secrets, proprietary or confidential matter of the IEDC or the Host Organization or of their clients, grantors, donors, vendors, or suppliers.

(b) "Fellow Property" means all Rights and Property that (i) were in existence and owned by Fellow before the Effective Date, (ii) were made or discovered by Fellow after the Effective Date other than in connection with performing the Services under this Amended Agreement, or (iii) are otherwise considered Fellow's Property pursuant to state law.

(c) "Host Organization Property" means all Rights and Property that were in existence and owned by the Host Organization before the Effective Date.

(d) "IEDC Property" means all Rights and Property that were in existence and owned by IEDC before the Effective Date.

Article 5. Termination

5.1 **Termination.** Either party may terminate this Amended Agreement for any reason upon thirty (30) days' written notice to the other party; provided that this Amended Agreement shall automatically terminate upon Fellow's death or disability (as reasonably determined by IEDC) or upon expiration of the Term. In the event of termination, IEDC will pay Fellow for all Services performed prior to the date of termination.

5.2 **Termination for Material Breach, Non-Performance, or Violation of Policies.** IEDC retains the right to terminate this Amended Agreement immediately, without advance notice, should Contractor (i) fail to demonstrate the ability to perform any Services under this Amended Agreement; (ii) fail to timely or accurately perform any Services under this Amended Agreement, except that Contractor shall have fifteen (15) days to cure any such claimed failure to fulfill or perform; (iii) materially breach the terms of this Amended Agreement; (iv) make unwelcome sexual advances, request sexual favors, or make verbal or physical advances of a sexual nature to any IEDC or Host Organization employees, affiliates or third party vendors in the course of performing the Services, or otherwise violate the anti-harassment, discrimination, and retaliation policies contained in the ERC Program Handbook; (v) commit an act involving misuse or misappropriation of IEDC or the Host Organization's money or property; or (vi) be convicted of or plead guilty or nolo contendere to a felony.

5.3 **Return of Materials.** No later than five (5) calendar days after termination of this Amended Agreement, Fellow agrees to return to IEDC and Host Organization all work in progress, notes, plans, and other materials related in any way to Fellow's Services, including, but not limited to: equipment, notes, memoranda, specifications, writings, documents, and any other material containing or disclosing any Confidential Information (defined in Section 4.1(a)). Fellow will not retain any such materials. All such tangible items (including all partial or complete copies) are and will remain the property of Fellow, if they are Fellow Property, IEDC, if they are IEDC Property, or the Host Organization, if they are Host Organization Property, whether prepared or acquired by Fellow, or provided to Fellow in performance of the Services.

Article 6. Indemnification; Limitation of Liability

Indemnification. To the fullest extent permitted by law, Fellow agrees to indemnify, hold harmless, reimburse and defend IEDC, the Host Organization, and ERC Partners, their officers, directors, partners, members, employees, agents, contractors, and subcontractors, and the successors in interest of the foregoing, from, for and against all suits, actions, claims, damages, penalties, liabilities, losses and expenses (including reasonable attorneys' fees) (collectively, "Losses") asserted by a third party (including, but not limited to, Losses asserted by Fellow) arising out of or resulting from (i) Fellow's performance of the services or work under this Amended Agreement and the PSA, including but not limited to claims relating to Fellow's status as an independent contractor, (ii) Fellow's breach of any representation, warranty, or obligation under this Amended Agreement or the PSA, (iii) a material defect in any of Fellow's deliverables, (iv) the intentional misconduct of Fellow, (e) Fellow's violation of any discrimination, harassment, or retaliation policies of IEDC or the Host Organization, or (v) Fellow's violation of any applicable state, federal or local law. Nothing contained in this Amended Agreement is in any way intended to be a waiver of the limitation placed upon Host Organization's liability as set forth in Section 768.28, Florida Statutes (2023), as may be amended or revised.

Limitation of Liability. IEDC's liability to Fellow arising out of or relating to this Amended Agreement under any legal theory will be limited to direct damages and will not exceed the amount of the fees paid or payable by IEDC to Fellow under the Scope of Services to which the claim relates as of the date IEDC's liability to Fellow is agreed or finally determined. In no event will IEDC be liable

to Fellow for special, consequential, punitive or exemplary damages, or lost profits, even if IEDC has previously been advised of the possibility of such damages.

Article 7. Miscellaneous Provisions

7.1 **Notices.** Notices under this Amended Agreement will be in writing. Any written notice may be sent via email. If not earlier received, a written notice sent via email will be deemed to be received on the next calendar day if it is sent to the email address from which the sending party last received an email from the receiving party.

7.2 **Amendments; Waivers.** The failure of a party to enforce any term, provision, or condition of this Amended Agreement at any time or times shall not be deemed a waiver of that term, provision, or condition for the future, nor shall any specific waiver of a term, provision, or condition at one time be deemed a waiver of such term, provision, or condition for any future time or times. Any modification, amendment or waiver of any portion of this Amended Agreement will not be effective unless in writing and approved by Fellow and IEDC.

7.3 **Interpretation of Agreement; Headings.** This Amended Agreement will not be construed for or against any party by reason of the authorship or alleged authorship of any provision. The paragraph headings contained in this Amended Agreement are for ease of reference only and will not be used in construing or interpreting this Amended Agreement.

7.4 **Severability/Survival.** If any of the provisions contained in this Amended Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired: Section 2.1 (Status), Section 2.2 (No Benefits), Article 4 (Confidential Information and Ownership of Materials), Section 5.3 (Return of Materials), Article 6 (Indemnification and Sovereign Immunity), Section 6.1 (Limitation of Liability), and Article 7 (Miscellaneous Provisions), and any other terms of this Amended Agreement that by their nature operate beyond termination or expiration, will survive and continue in full force and effect after any termination or expiration of this Amended Agreement.

7.5 **Choice of Law/Venue/Jury Waiver.** This Amended Agreement and all rights, obligations and disputes arising out of or related to the Amended Agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia. Both IEDC and Fellow agree that the local and federal courts located in the District of Columbia shall be the exclusive venue for any dispute arising under or related to this Amended Agreement. Both IEDC and Fellow irrevocably waive the right to have any dispute arising under or related to this Amended Agreement heard by a jury, unless such waiver is prohibited by law.

7.6 **Integration.** This document constitutes the entire Amended Agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject. No course of dealing between the parties and no usage of trade will be relevant to supplement any term used in this Amended Agreement. Acceptance or acquiescence in a course of performance rendered under this Amended Agreement will not be relevant to determine the meaning of this Amended Agreement and no waiver by a party of any right under this Amended Agreement will prejudice the waiving party's exercise of the right in the future.

7.7 **Assistance.** Fellow shall, during and after termination of Services rendered, upon reasonable notice, furnish such information and proper assistance to IEDC or the Host Organization as may reasonably be required by IEDC or the Host Organization in connection with Services performed by Fellow.

7.8 **Counterparts; Facsimile.** For the convenience of the parties, this Amended Agreement may be

executed in any number of counterparts, including by scanned email copy or electronic signature, all of which when taken together shall constitute one and the same agreement. If IEDC's representative or Fellow signs this Amended Agreement with an electronic signature, the parties agree that electronic signatures are intended to have the same force and effect as if they were hand-written and signed in ink. The parties have duly executed this Amended Agreement on the dates below their respective signatures.

Agreed by:

**INTERNATIONAL ECONOMIC
DEVELOPMENT COUNCIL, INC.**

MOTIVATE ENTERPRISES, LLC

Nathan Ohle
President & CEO

Servola Frazier
CEO

Date: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES FROM AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT

Revitalization of historic African American Corridor & surrounding neighborhoods



Project Theme
Neighborhood Revitalization

Location
Fort Lauderdale, FL, United States of America

Context:

The revitalization of Fort Lauderdale's historic African American corridor is an economic development priority for the City Commission. Decades of discrimination have contributed to the area's devolution from a thriving African American arts and entertainment district to an enterprise zone, reporting the highest unemployment and lowest educational attainment levels in the county; and in need of economic revitalization.

Fort Lauderdale officials created the Community Redevelopment Agency (CRA) to address slum and blight in the area. Through the CRA, the city has invested significantly in capital improvements and new construction to spur business development and incentivize local hiring practices. However, per Florida state statute, the Fort Lauderdale CRA is scheduled to sunset in 2025, prompting the city to explore creative means to sustain, accelerate and generate new economic opportunities. The next phase of planning will prioritize programmatic enhancements that strengthen local businesses and help build generational wealth.

Position Description (max 200 words)

The Economic Recovery Fellow will focus on ensuring economic development programs are designed and implemented to measurably benefit the local community. The Fellow will inventory community assets and conduct a listening tour to identify community strengths and barriers to economic prosperity. Using research findings, the Fellow will consult on the design of economic development strategies and evaluate programmatic outcomes using mixed quantitative and qualitative methods. Economic development strategies include workforce development training, small business incubator and potential family strengthening programs. At the conclusion of the program, the Fellow will be asked to share policy recommendations to scale the city's efforts.

Geographic Scope & Travel Requirements

The geographic scope is the Northwest quadrant of the City of Fort Lauderdale. The Fellow's community engagement will be centered within the city, but some travel across the region may be required to meet partners and observe best practices in the south Florida region.

Ideal Fellow Description:

Fort Lauderdale is seeking a Fellow with strong analytical skills, economic acumen, and community building expertise through community organizing, participatory action research, managing community programs or equivalent experience. The Fellow should demonstrate project management expertise and the ability to effectively engage with stakeholders throughout the research and program life cycle. Familiarity with municipal policy making and inter-governmental relations would be a plus.

Fellow Responsibilities

Engage the community in defining the challenges to economic prosperity, evaluating revitalization efforts and co-developing programmatic solutions that bring about positive community change.

Scope of services (2-5 categories to describe the fellow's main responsibilities)

1. Community Organizing
 - a. Establish and communicate a clear purpose for the project, including the importance of stakeholder engagement.
 - b. Develop a grassroots engagement strategy that respects local traditions and involves trusted community organizations and leaders in the process.
 - c. Facilitate community conversations to co-identify the issues that affect the community.
 - d. Work collaboratively to prioritize focus areas and empower community members to help design and evaluate economic development programs.
2. Research
 - a. Employ quantitative and qualitative methods to construct a robust community profile.
 - b. Evaluate labor market statistics and demographic data, including unemployment, educational attainment, poverty indicators and household composition.
 - c. Using a strengths-based approach, inventory the community assets, including organizations, services and workforce talents.
 - d. Research effective economic development practices and their applicability to the city's economic development efforts.
3. Program Evaluation
 - a. Catalogue the economic development investments in the historic African American corridor by the city and outside investors/program operators.
 - b. Assess the impact of prior economic development investments, quantifying the benefits to various economic sectors.
 - c. Design evaluation tools for new economic development programs and oversee the data collection throughout program implementation.

4. Policy Development

- a. Inventory economic development policies at the state, county and city levels, highlighting practical considerations for program implementation.
- b. Evaluate the need and feasibility of policy changes to promote economic development.
- c. Share policy recommendations and considerations for the city's legislative agenda related to economic development.

**EXHIBIT B TO AMENDED AND RESTATED
PROFESSIONAL SERVICES AGREEMENT
SCHEDULE OF FELLOWSHIP ACTIVITIES**

This is a schedule of activities associated with the ERC Fellowship Program. Activities are required unless noted as optional. *Please note that this is not a complete list of Fellowship Activities. Additional Fellowship Activities may be scheduled by the Host Organization or by IEDC. All dates are subject to change.*

	2024	2025	2026
Q1 Jan-Mar	1. ERC Kick-Off Training (February) - in-person 2. Monthly virtual coaching sessions (sub-cohorts) 3. Quarterly virtual peer exchange	1. ERC Annual Training Retreat (Jan /Feb) - in-person 2. Monthly virtual coaching sessions 3. Quarterly virtual peer exchange	1. IEDC Leadership Conference (Jan/Feb) - in-person 2. Monthly virtual coaching sessions 3. Quarterly virtual peer exchange
Q2 Apr-Jun	1. Federal Resources Training (May/June) - in-person 2. Monthly virtual coaching sessions 3. Quarterly virtual peer exchange	1. Monthly virtual coaching sessions 2. Quarterly virtual peer exchange	1. Monthly virtual coaching sessions 2. Quarterly virtual peer exchange

Q3 Jul-Sep	1. Monthly virtual coaching sessions 2. Quarterly virtual peer exchange 3. IEDC Annual Conference (September) - in-person	1. Monthly virtual coaching sessions 2. Quarterly virtual peer exchange 3. IEDC Annual Conference (September) - in-person	Fellowship closes
Q4 Oct-Dec	1. Monthly coaching sessions 2. Quarterly virtual peer exchange	1. Monthly coaching sessions 2. Quarterly virtual peer exchange	
Additional Training & Exchange	One (1) ERC Partner conference per year - these take place throughout the spring, summer and fall (3 total) One peer exchange trip per full calendar year (2 total)		
Certification (Optional)	Certified Economic Developer/Entrepreneurship Development Practitioner Certification: Four basic and two elective courses (up to 12 days). Courses take place throughout the year. Required exams are virtual.		
Research, Monitoring and Evaluation	Participate in creating, maintaining, collecting data for, contributing to, and learning from action research, review, monitoring and evaluation mechanisms related to Fellow's project and the ERC program.		

EXHIBIT C

SCHEDULE OF PAYMENTS

1. Compensation for Services

IEDC will pay Fellow the following amounts for performance of the Services:

- a total amount of \$225,000, paid in monthly payments of \$7,500, as invoiced by the 20th day of each month. Payments will be made on the last day of each month.
- a total amount of \$10,000 upon successful completion of the ERC Fellowship, if Fellow meets all the requirements of the ERC Fellowship and performs the Services pursuant to the terms of this Amended Agreement.

2. Expense Reimbursement

IEDC will not reimburse Fellow for ordinary costs Fellow incurs in performing the Services.

IEDC will reimburse Fellow's pre-approved, reasonable additional expenses incurred in performing the Services, including:

- Additional Expenses Reimbursement
 - Reimbursement of Fellow's additional eligible expenses (e.g. relocation, housing, local transportation, mileage, etc.), up to \$5,000 each year (\$12,500 total over 2.5 years). ERC Program Handbook details reimbursable expenses.
- Travel Expenses Reimbursement
 - Reimbursement of Fellow's eligible travel expenses up to \$27,500 for extraordinary costs and expenses, including mileage, overnight lodging, meals when traveling for ERC Fellowship trainings, events and site visits.

Fellow will invoice IEDC for eligible expenses paid by Fellow. Fellow will not add markups or administrative fees to Fellow's reimbursement requests. Fellow's invoices will contain an itemized description of, and a receipt for, the reimbursable expenses incurred. Eligible expenses will be included on Fellow's monthly invoice and payment made per the schedule under Section 1 (Compensation for Services) above.

IEDC's total payment to Fellow, including compensation for performance of the Services and expense reimbursements, will not exceed **\$275,000**.

EXHIBIT B

TO MEMORANDUM OF UNDERSTANDING

ERC PROGRAM HANDBOOK

ECONOMIC RECOVERY CORPS

Program Handbook
December 2023

IN PARTNERSHIP WITH

EDA

U.S. ECONOMIC DEVELOPMENT ADMINISTRATION



INTERNATIONAL
ECONOMIC DEVELOPMENT
COUNCIL

CAM #24-1143
Exhibit 1
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A Note from the Economic Recovery Corps Team at IEDC

Dear ERC Fellows and Hosts,

We hope this message finds you well. In advance of our Welcome Session on December 19th, we're happy to share the ERC Program Handbook with you.

This program handbook is a living document, and while this version encapsulates essential policies, some processes are still being finalized. We are committed to building effective and equitable processes, and your input and feedback will be invaluable as we refine and enhance our processes over the course of your fellowship experience.

Onboarding Checklist

To streamline our onboarding process, we will introduce an onboarding checklist in January. The checklist will cover essential items to review/complete/sign prior to our gathering in February.

The Onboarding checklist will include (but not limited to):

- Proof of business insurance
- Photo/video release
- IT & data security
- Invoicing and reimbursement procedures
- Social media policy (reminder: IEDC prohibits publicly sharing any information of your offer or future participation in the ERC program until directed by IEDC).

Onboarding Orientation Sessions

There will be virtual orientation sessions on various topics for fellows and/or hosts in January on the following Wednesdays: January 10, 17, 24 and 31 at 3pm EST. All are mandatory and will be recorded for those that are unable to attend during designated times.

Collaborative Tools

Soon you will have access to a collaborative space that will also serve as an information and communication hub. This will be covered during our December 19th Welcome Session.

Travel Expenses

We are working out the best way to handle air travel arrangements for February kick-off because we understand that this is a big transition time for some Fellows and that upfront expenses for travel and moving will be extensive. We will revisit the invoicing and travel reimbursement procedures during an onboarding session in January.

Feedback and Questions

To foster open communication and address immediate queries, please email erc@iedconline.org with any feedback on the handbook or questions for clarification. Your input will be instrumental in refining our processes. We will endeavor to respond to any questions or concerns and incorporate your feedback in a timely manner.

We're excited about the journey ahead and immensely grateful for your participation in this program.

Warm regards,

Nicole, Alexa, and Monica

The Economic Recovery Corps Team at IEDC

Dear Economic Recovery Corps Fellows & Host Organizations,

I am incredibly excited to extend a heartfelt welcome to each of you as we launch the inaugural Economic Recovery Corps (ERC) program! You join a cohort of dedicated individuals and organizations committed to driving inclusive economic development and fostering resilience in communities across the US. You will make a lasting impact on the economic well-being of the regions you serve.

The Economic Recovery Corps program is a testament to our collective belief that economic development is a cornerstone of vibrant, sustainable communities. In the wake of unprecedented challenges, from global health crises to economic uncertainties, the need for innovative and effective economic recovery strategies has never been more pressing. As the ERC cohort of fellows and hosts, you are at the forefront of this endeavor, armed with the skills, knowledge, and determination to drive meaningful change.

Throughout the program, you will engage with experts, practitioners, and peers who share a common vision—a vision of resilient communities that thrive in the face of adversity. Our aim is not just to equip you with resources and knowledge, but to provide practical tools and insights that empower you to navigate the complexities of economic recovery that drive equitable economic outcomes.

Fellows are part of a diverse and dynamic community, each bringing unique perspectives and skillsets to the table that our communities need. It is this diversity of backgrounds, experiences, perspectives, and talents that will be the catalyst for creative solutions and innovative approaches. **I encourage both fellows and hosts to embrace the opportunity to learn from one another, share your experiences, and collaborate on strategies that transcend traditional boundaries.**

The Economic Recovery Corps program is more than a fellowship; it is a call to action. Over the course of this program, you will be challenged to think critically, explore new ideas, and develop tangible solutions that can drive economic recovery and prosperity. The work you undertake together during this period will not only shape the fellows' professional journey and benefit local communities but will contribute to the broader narrative of economic resilience in the United States. Simply put, you are helping to chart the future of economic development.

As a cohort, while you embark on this transformative 30-month opportunity, remember that you are not alone. You are part of a nationwide network of change-makers, united by a common purpose and a shared commitment to making a positive impact. Take full advantage of the resources, mentorship, networking, professional development, and collaborative opportunities that the ERC program offers.

Your participation signifies a shared commitment to building a more resilient and prosperous future for communities. I am confident that, together, we can pave the way for economic recovery that is inclusive, sustainable, and transformative.

Welcome to the first cohort of the Economic Recovery Corps program!

With great enthusiasm and admiration,



Nathan Ohle

IEDC President and CEO

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Welcome

We are delighted to welcome you to the Economic Recovery Corps (ERC) program, a dynamic initiative advancing economic resilience and transformative change. This handbook provides a valuable set of resources to support Fellows and Host Organizations in your journey over the 30-month program.

This program is a testament to the power of collaboration, as we bring together individuals, organizations, program partners and mentors from diverse backgrounds to work towards a common goal: strengthening economic recovery in our communities. We believe that our collective efforts can pave the way for sustainable change. The ERC Program Handbook is designed to ensure that you have the tools and information necessary to succeed.

The handbook also provides a grounding for our collaborative partnership. With a shared commitment to building more resilient and prosperous communities, we engage the collective wisdom of Fellows, Hosts and Partners in co-creating an expansive new initiative to design transformative, inclusive, and sustainable economic recovery. Please read this handbook thoroughly and refer to it as needed. It's a living document that will evolve as we continue to learn from and with the inaugural cohort. Enclosed you will find:

- Program Overview: A comprehensive explanation of the Economic Recovery Corps program's mission, goals, and structure.
- Roles and Responsibilities: Foundational roles and expectations for Fellows, Host Organizations, and IEDC.
- Key Dates and Milestones: A timeline of important dates, gatherings, and a roadmap for onboarding.
- Program Offerings: An overview of program benefits for Fellows and Host Organizations.
- Policies and Procedures: A more detailed description of ERC policies and procedures.

**Please note, this handbook is intended for informational purposes, and is subject to periodic updates and revisions.*

ERC Program Team and Contact Information

Nicole Manapol
Program Director
nmanapol@iedconline.org

Monica Brimm
Field Coordinator
mbrimm@iedconline.org

Alexa Shutz
Communications and Development Coordinator
aschutz@iedconline.org

Program Overview

The Economic Recovery Corps was created to address long-standing economic issues in America that surfaced or were exacerbated during the COVID-19 pandemic, particularly for underserved populations and communities. Guided by the EDA's investment priorities of equity, recovery, and resilience, the ERC was developed to ensure that all types of communities gain the capacity and resources needed to effectively engage in economic development work.

The Economic Recovery Corps program accelerates recovery from the COVID-19 pandemic in distressed areas by connecting Host Organizations with highly trained early- to mid-career professionals (Fellows) from diverse backgrounds and disciplines to build stronger, more resilient, equitable economies.

ERC Fellows are based in the Host Organization's community or region for a period of 2.5 years (30 months). They provide dedicated technical assistance, planning, and capacity-building support to Host Organizations. Fellows also help identify and advance innovative, locally driven economic development initiatives, enabling Host Organizations and communities to better access funding opportunities.

ERC is funded by the Economic Development Administration (EDA) under the CARES Act and led by the International Economic Development Council (IEDC) in partnership with six leading national organizations:

[Center on Rural Innovation \(CORI\)](#)

[International City/County Management Association \(ICMA\)](#)

[National Association of Counties Research Foundation \(NACo RF\)](#)

[National Association of Development Organizations Research Foundation \(NADO RF\)](#)

[National League of Cities Institute \(NLCI\)](#)

[RAIN Catalysts](#)

Shared Principles and Goals

Everyone involved in this inaugural cohort of the Economic Recovery Corps will be part of creating an initiative that lives up to its transformative potential.

Clarity of purpose and clear working relationships facilitate the shared efforts of Fellows, Host Organizations, IEDC and Program Partners. A Professional Services Agreement (PSA) with IEDC outlines the Fellow's contractual responsibilities, and a separate Memorandum of Understanding (MOU) guides the working relationship among the Host Organization, Fellow and IEDC (representing the ERC partner coalition).

The MOU sets out five shared principles and goals at the very heart of the ERC program. These shared purposes are a touchstone for all of our work together. Keeping them in focus will maximize collective efforts and make interactions easier and more productive. These shared principles and goals include:

Locally driven economic development and equitable economic outcomes

We will work together to advance innovative, locally driven initiatives to build stronger, more resilient, and inclusive economies.

Collaboration, shared learning and mutual support.

Recognizing that innovation requires experimentation, adaptation, and risk of failure, we will work together respectfully, cooperatively, and with a commitment to learning and iterating to meet the needs and supporting the aspirations of the communities we work in.

Sustained impact

We will prioritize professional and organizational development and capacity-building to sustain the benefits of the collaboration and the Fellow project after the fellowship ends, and to advance the practice of economic development.

Diversity, equity and inclusion

We commit to carrying out our professional interactions and structuring our work together in ways that have sustained impact, foster equity, and expand diversity and inclusion in community and economic development.

Open communication

We commit to open and transparent communication, communicating any concerns, questions, or feedback in a constructive, respectful, and timely manner to the relevant party to identify, avoid and resolve potential problems before they become intractable.

Key Stakeholders, Roles, and Relationships

There are three key stakeholders that will make the ERC Fellowship work day-to-day:

Fellow

A Fellow is an experienced community and economic development professional who provides technical assistance, planning, and capacity-building support to the Host Organization. Fellows act as community builders and connectors who accelerate projects through relationship-building, collaboration, and focused attention. Fellows work closely with the Host on project planning, implementation, and adaptation; participate in peer learning, networking, and training, and support the Host's organizational development.

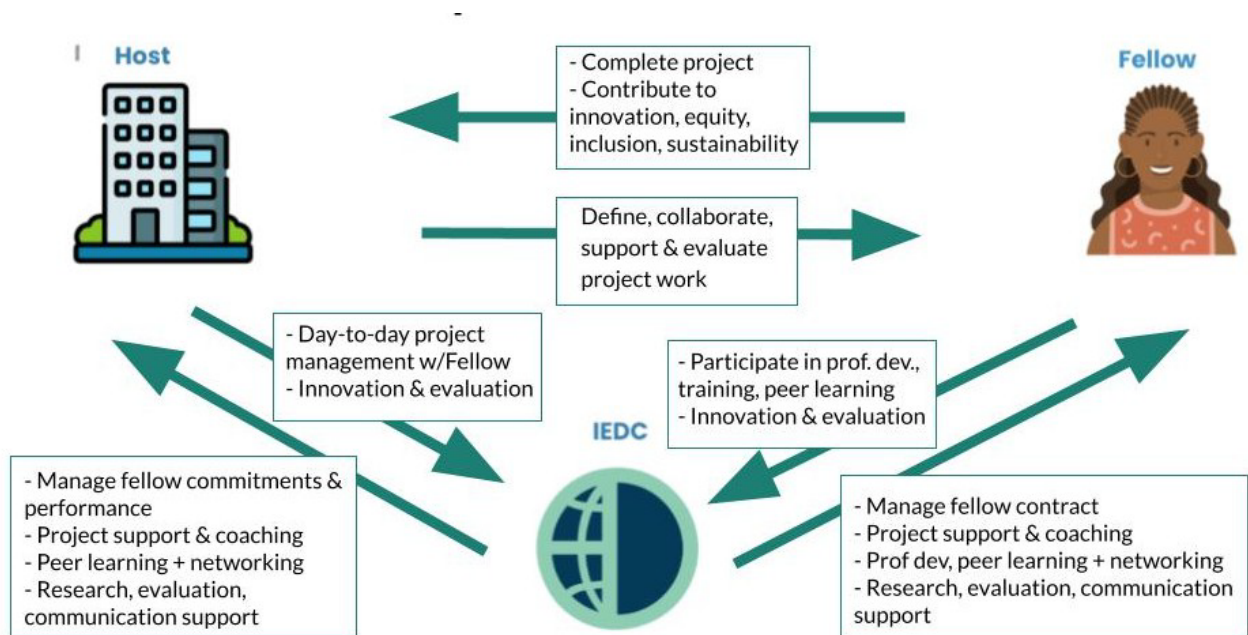
Host Organization

A Host Organization has specified a local or regional economic development strategy or catalytic transformative project to advance with assistance from the Fellow. The Host supports project implementation through regular interaction with the Fellow; participates in peer learning, networking, and training aimed at building organizational and community capacity for equitable, inclusive, sustainable economic development; and supports the Fellow's professional development and learning.

IEDC (representing the ERC Partners)

IEDC and the six ERC program partners manage the fellowship program and support the Fellows and Hosts in achieving their individual and organizational goals consistent with the principles and aims of the ERC program.

The Memorandum of Understanding identifies specific roles and responsibilities for the Fellow, Host Organization, and IEDC/ERC Partners coalition. These are illustrated, generally, in the graphic below, and spelled out in greater detail in the MOU.



Program Features

Program Features for Fellows

High-Impact Field Experience

- 30-month placement on an economic development project aligned with your professional background and skills.
- Mentorship opportunities with experienced community and economic development leaders.
- Action research capstone project in partnership with your host Organization.

Leadership and Professional Development

- Access to professional development opportunities, including annual in-person training retreats, and access to up to two conferences per year hosted by IEDC or one of the ERC partners.

- An opportunity to pursue certification to become a Certified Economic Developer (CEcD) and/or Entrepreneurship Development Professional (EDP).

Expanded Network

- Monthly Community of Practice engagements with a sub-cohort of peers led by one of the six ERC partners.
- Quarterly virtual peer learning and network exchanges with the entire Fellow cohort.
- Access to ERC Partners' nationwide network of industry leaders, more than 23,000 partner organizations, and ongoing support, collaboration, and professional opportunities through IEDC's 4,500+ member network.

Fellow Compensation and Pay Schedule

Annual Living Stipend

\$90,000 annual living stipend for 2.5 years (\$225,000 total). This stipend will be disbursed in monthly payments of \$7,500. Fellows must submit an invoice to IEDC by the 20th of each month. Payments will be made on the last day of each month. The first invoice should be submitted to IEDC by February 20th with first payment on February 28th.

Travel Stipend

The \$27,500 travel stipend covers required travel to annual trainings, conferences, and other professional development opportunities during the 30-month fellowship term. Reimbursable expenses include mileage, overnight lodging, meals when traveling for ERC Fellowship trainings, events, and site visits.

Unused portions of this funding may be used for local or other types of travel that support a Fellow's project or professional development. See Travel Policy for further guidance on allowable travel expenses and reimbursement procedures.

Additional Expenses Stipend

Fellows have access to an annual \$5,000 stipend to cover unforeseen expenses that exceed their living allowance. Over 2.5 years, the maximum amount is \$12,500. These funds may be used for relocation expenses, housing, and local travel.

Post-fellowship Stipend

Upon completion of the program, Fellows will receive a \$10,000 post-fellowship readjustment stipend contingent upon fulfillment of contractual requirements and completion of program.

Laptop Computer and Collaboration Tools

Fellows will receive a laptop computer, software, IEDC/ERC email address, and collaboration tools. Fellows will be able to keep their laptops after successfully completing the fellowship.

**IEDC's total payment to Fellow, including compensation for performance of the Services and expense reimbursements, will not exceed \$275,000.*

Program Features for Host Organizations

Hosts will have numerous opportunities to strengthen their capacity and resources through the ERC program:

High Impact Technical Assistance from Fellow

- On-site, capacity-building support for 30 months.
- Project development and implementation of key initiative.

Peer Learning and Exchange

- Quarterly virtual peer learning exchanges with subject matter experts.
- Annual networking gatherings with other Host Organizations.

Expanded Network & Resources

- Quarterly virtual peer learning exchanges with subject matter experts.
- Annual networking gatherings with other Host Organizations.
- Three full years of complimentary IEDC organizational membership (January 2024 - December 2026)

Host Participation in ERC Trainings and Events

While most peer learning and networking opportunities will be virtual, Hosts will be invited to attend annual ERC Training Retreats and IEDC's annual conferences along with Fellows, as well as other in-person training events. Key items to note:

- IEDC conference registration fees will be discounted for Hosts as part of IEDC's complimentary member benefits. Hosts will need to cover their own travel and accommodation to attend any in-person events.
- *In-person attendance* at the three required Annual ERC Training Retreats will be optional for Hosts. Virtual participation options will be provided if Hosts cannot attend in-person.
- If the cost of travel is prohibitive for Host Organizations to participate in the required Annual Training Retreats, IEDC will explore opportunities to offer additional support.

**No direct funding goes to Host Organizations for expenses or other project oversight support.*

Key Dates and Milestones

Date & Time	Milestone	Important Note
DECEMBER 2023 KEY DATES		
December 6 at 4 pm EST	Matched Hosts & Fellows Virtual Q&A Session (Contracts & MOUs)	Mandatory for ALL matched Hosts & Fellows
December 8	Fellow Deadline to accept/decline offer	Must be submitted by EOD
December 15	Deadline for signing Fellow Contract Deadline for signing MOU	Fellow and IEDC Host, Fellow, IEDC
December 19 at 3 pm EST	Virtual Welcome Session	Kick-Off Session. Mandatory for matched Hosts, Fellows and ERC Partners (Must attend live or view the recording.)
JANUARY – MARCH 2024 (Q1) KEY DATES		
January 10 at 3 pm EST	Host & Fellow Virtual Onboarding Kick-Off Webinar	The 4 Onboarding webinars are mandatory for matched Hosts & Fellows; topics will vary. (Must attend live or view the recording.)
January 17 at 3 pm EST	Host & Fellow Virtual Onboarding Webinar	
January 24 at 3 pm EST	Host & Fellow Virtual Onboarding Webinar	
January 31 at 3 pm EST	Host & Fellow Virtual Onboarding Webinar	
February 1	Official Fellowship Start	Date may be adjusted with agreement of Host and Fellow
February 12 – 15	ERC Fellow & Host Orientation (in-person) Portland, Oregon	Virtual accommodations possible.
February 20	Fellow invoices due for first monthly stipend payment + reimbursable expenses	
February 28	First monthly stipend payment distributed to Fellows (last day of each month)	Invoice must be submitted by February 20, as noted above.
March 31	Deadline for Fellow relocation to Host site	If applicable. In limited circumstances, the date may be adjusted with agreement of IEDC, Host and Fellow.

ERC Fellow Commitments - At a Glance

	2024	2025	2026
Q1	Kick-Off Training (Feb., in-person) Monthly virtual coaching (sub-cohorts) Quarterly virtual peer exchange	Fellows Annual Retreat (Jan./Feb., in-person) Monthly virtual coaching Quarterly virtual peer exchange	IEDC Leadership Conference (Jan./Feb., in-person) Monthly virtual coaching Quarterly virtual peer exchange
Q2	Federal Resources Training (May/June, in-person) Monthly virtual coaching Quarterly virtual peer exchange	Monthly virtual coaching Quarterly virtual peer exchange	Monthly virtual coaching Quarterly virtual peer exchange
Q3	Monthly virtual coaching Quarterly virtual peer exchange IEDC Annual Conference (Sept., in-person)	Monthly virtual coaching Quarterly virtual peer exchange IEDC Annual Conference (Sept., in-person)	Fellowship closes
Q4	Monthly virtual coaching Quarterly virtual peer exchange	Monthly virtual coaching Quarterly virtual peer exchange	
Optional CEC/EDP Certification: Four basic and two elective courses (up to 12 days). Courses take place throughout the year. In-person exams are virtual, beginning in 2024.			
Additional training: 1 ERC partner conference/year (3 total) + 1 peer exchange trip/year in 2024 & 2025 (2 total)			
Research, monitoring, evaluation related to Fellow's project and the ERC program			

Policies and Procedures

Code of Conduct

The Economic Recovery Corps aims to foster a collaborative and inclusive community that promotes learning, growth, and meaningful connections among program participants (Fellows, Hosts, and ERC Partners). This Code of Conduct outlines the expectations and guidelines for all participants to ensure a positive and respectful environment both in-person and online.

Inclusivity and Respect

- Treat all fellow participants, mentors, and staff with respect and courtesy.
- Embrace diversity and inclusivity, recognizing and valuing different perspectives and experiences.
- Avoid discriminatory language, actions, or behaviors based on race, gender, sexual orientation, religion, disability, or any other factor.

Collaboration and Community

- Foster a collaborative and supportive community by sharing knowledge and resources.
- Actively participate in discussions, activities, and events to contribute to the overall program experience.
- Encourage a culture of openness and constructive feedback.

Professionalism

- Uphold high standards of professionalism in all interactions, both online and offline.
- Be punctual and committed to meeting program deadlines and requirements.
- Communicate transparently about any challenges that may affect your participation.

Intellectual Property and Confidentiality

- Respect the intellectual property rights of others, including code, ideas, and other creative works.
- Maintain confidentiality regarding any proprietary or sensitive information shared within the program.

Harassment-Free Environment

- Ensure a harassment-free environment where all participants feel safe and comfortable.
- Report any incidents of harassment promptly to ERC program management at IEDC.

Responsible Use of Resources

- Use program resources, such as mentorship time and educational materials, responsibly and ethically.
- Avoid any misuse of program resources that could compromise the integrity of the fellowship.

Compliance with Policies

- Adhere to all program policies and guidelines outlined by the ERC program team and Host Organizations.
- Report any concerns about potential violations of the code of conduct.

Continuous Improvement

- Provide constructive feedback on the program to help improve its effectiveness.
- Be open to learning and adapting based on feedback and experiences.

Consequences for Violation

Violations of this Code of Conduct may result in consequences ranging from a verbal warning to expulsion from the program, depending on the severity and recurrence of the behavior. The ERC program team will review each case on an individual basis.

Reporting Violations

If you witness or experience a violation of this Code of Conduct, please report it to the ERC Program Director, Nicole Manapol (nmanapol@iedconline.org) as soon as possible. All reports will be handled confidentially and with the utmost care.

Anti-Harassment and Anti-Discrimination Policy

ERC Program prohibits any acts of discrimination or harassment. ERC is committed to creating an environment where all individuals are free from harassment or discrimination based on race, color,

religion, sex, sexual orientation, age, national origin, disability, marital status, or any other characteristic protected by applicable law. This commitment includes providing an environment that is free from unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature. This policy aims to prevent and address any form of harassment, fostering a culture of professionalism and inclusivity.

This policy applies to all individuals engaged in the Economic Recovery Corps program, including Fellows, Hosts, mentors, ERC program staff, partners, and affiliated personnel. Conduct prohibited by these policies is unacceptable at Host sites, ERC partner offices and at any work-related setting outside of the workplace, such as business meetings, during business trips, workshops, trainings, conferences, and business-related social events.

Definition of Harassment

Harassment encompasses any unwelcome conduct, verbal, non-verbal, physical, or graphic that creates a hostile, intimidating, or offensive atmosphere. This includes but is not limited to:

- Displaying or circulating written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through email).

Examples of sexual harassment can include, but not limited to:

- Verbal: Sexual innuendo, suggestive comments, insults, threats, jokes about gender specific traits or sexual propositions.
- Non-verbal: Making suggestive or insulting noises, leering, whistling, or obscene gestures.
- Physical: Touching, pinching, and brushing the body, coercing sexual intercourse.

Consequences

Individuals found to have engaged in harassment or discrimination will face disciplinary action, including but not limited to termination of participation in the fellowship program, depending on the severity and recurrence of the behavior.

Non-Retaliation

ERC prohibits retaliation against any individual who, in good faith, reports discrimination or harassment or participates in an investigation of such reports. Retaliation is a violation of this policy and, like harassment or discrimination, will be subject to disciplinary action, which includes the potential dismissal from the program.

Reporting Violations

Program participants who experience or witness harassment or discrimination should report the incident to the Program Director, Nicole Manapol, nmanapol@iedconline.org or 202-942-9484. All reports will be handled confidentially to the fullest extent possible, and with the utmost care.

Reimbursement and Invoicing Procedures

Fellows must invoice IEDC by the 20th of each month to receive their monthly living stipend payment of \$7,500 and reimbursement for allowable expenses. Fellows will receive a template to use for submitting these invoices.

Allowable travel must be itemized using IEDC's travel expense report form and should include PDF copies of all receipts.

Per federal guidelines and the conditions of IEDC's award conditions with the Economic Development Administration (EDA), IEDC cannot reimburse Fellows for alcohol. Please make sure that any meal receipts submitted for travel reimbursements do not include alcoholic beverages.

Invoices for monthly stipend payments and expense reimbursement, along with expense receipts, must be emailed to ERC Program Coordinator, Monica Brimm at mbrimm@iedconline.org by the 20th of each month for payment by the end of the month. Any invoices or reimbursement requests received after the 20th will be paid the following month.

Travel Overview

Fellows will have several opportunities to travel during the Fellowship for professional development and networking. There are three key types of travel that ERC will reimburse:

Travel related to the Fellowship experience (\$27,500). This includes *required* annual travel to Fellow gatherings such as annual training retreats, IEDC and ERC Partner Conferences, and other workshops and trainings (up to 11 during the course of the 30-month Fellowship). These include:

2024 Fellow Convenings (3)

- Initial ERC Kickoff Training (February 11-16, 2024)
- Federal Resources Training (late May / June 2024)
- IEDC Annual Conference (Sep 2024)

2025 Fellow Convenings (2)

- Annual Fellow Training Retreat (January / Feb 2025)
- IEDC Annual Conference (Sep)

2026 Fellow Convenings (1)

- IEDC Leadership Conference (January / Feb 2026)

Annual Professional Dev. Opportunities (5) - to be used anytime between 2024 and 2026.

- (1) Annual Partner Conference / year for 2.5 years (3 total)
- (2) Peer Exchange Trip to use by end of Fellowship (2 total)

Relocation Expenses. This relates to travel expenses incurred to relocate to the Fellow's Host Organization community and, potentially, to leave at the end of the Fellowship contract. Funds that may be used to reimburse a Fellow's relocation expenses include the \$5,000 Additional Expenses stipend and the \$10,000 post-fellowship stipend provided at the conclusion of the Fellowship.

Local Travel Expenses. Local travel was not built into a Fellow's overall compensation package; however, Fellows may opt to use their annual \$5,000 Additional Expenses stipend or unused portions of their main Travel stipend (\$27,500) to cover extraordinary local travel costs to carry out their contract.

ERC Fellow Travel Policy

It is the intent of IEDC to allow for adequate accommodation for contracted Fellows who are traveling for the ERC program. It is expected that individuals will use discretion and good judgment when traveling, especially as it pertains to matters not explicitly covered in this policy. While traveling for ERC, Fellows should strive to incur the most cost-effective travel expenses, while still maintaining adequate business, safety, and welfare needs.

IEDC will reimburse Fellows for acceptable and necessary expenses incurred in connection with:

- Airfare
- Transit
- Mileage
- Hotels
- Meals (not including alcohol)
- Incidentals

Travel Authorization

- For travel costs exceeding \$500, Fellows must submit their proposed travel to IEDC for approval and written authorization prior to purchasing travel.
- Flights and hotel bookings must be reserved at least 21 days in advance of Fellow travel dates.

Travel Arrangements

Consideration should be given to securing the most cost-effective, safe, and reasonable methods of travel, including:

- Using the most cost-effective, safe, and reasonable methods for ground transportation to and from airports, including shuttles, public transit, driving routes, parking and ride sharing.
- Booking travel without any upgrades purchased using Economic Recovery Corps travel stipend funds; upgrades are often available for purchase after booking if Fellows wish to purchase using their own funds.
- Booking lodging at locations nearby, safe, and reasonably priced.
- Following IEDC's Economic Recovery Corps guidelines for allowable expenses, anything beyond allowable expenses must be covered by the Fellow's own funds.

Class of Service

- All Fellows traveling on IEDC business must travel in economy class or with the most cost-effective available airfare.
- Baggage Fees: Baggage fees for up to 2 bags will be reimbursed; if there is a business or situational need for additional baggage beyond 2 bags, the traveling Fellow must receive written approval from an IEDC Economic Recovery Corps team member.
- Rebooking Fees: Rebooking or change fees will be reimbursed in emergency situations only. In other circumstances, a Fellow may choose to change flights at their own expense. Fellows are encouraged to check with an IEDC ERC Program team member before making flight changes, especially in emergency situations.

Travel Expenses for Partners or Guests

Expenses related to partners or guests' participation are not eligible for reimbursement. The Fellow traveling with companions must distinctly outline all costs, ensuring a clear separation between acceptable business expenses eligible for reimbursement and those incurred by their partners or guests.

Booking Lodging

Each Fellow must book their own accommodation unless it is for an IEDC-organized event (ex. ERC orientation, ERC retreats/trainings, IEDC conferences). In the case of an IEDC event, an ERC team member will either book lodging on behalf of the Fellow (ex. room blocks) or direct the Fellow on how and where to book. Please be mindful that all booking expenses for lodging, whether completed by the Fellow or an ERC team member, will be paid out of the Fellow's travel stipend fund.

Cancellation

Fellows' hotel reservations will be managed by an ERC team member. If there are alterations to your travel arrangements, please communicate them in writing to an ERC team member promptly to mitigate potential logistical or financial consequences. Fellows who independently book travel must adhere to the cancellation policies of their chosen lodging when canceling a reservation. It is essential for Fellows to retain documentation of the cancellation and its associated policy. Costs arising from the Fellow's lodging cancellation may be considered for reimbursement to IEDC.

Car Rentals

Cars may be rented by the Fellows traveling for the ERC program. Fellows must obtain the most competitive rate available, hold or purchase sufficient insurance, and hold a valid driver license. When renting cars, the Fellows are required to refuel cars prior to returning them to the rental company. IEDC is not liable for any injuries (bodily or property) or damages incurred by or to the Fellow, third parties, or the vehicle while traveling on business.

Personal Car Use for Business Activity

The Fellows may utilize personal cars for ERC travel and will be reimbursed at the standard rate set by the US General Services Administration under Privately Owned Vehicle Mileage Reimbursement Rates. This mileage allowance covers various auto costs (e.g., gasoline, repairs, insurance, etc.) other than parking and tolls. The current mileage rates can be viewed on the GSA website at: <https://www.gsa.gov/travel->

[resources](#). Mileage rates include the cost of refueling. Fuel costs are not separately reimbursed.

IMPORTANT: Fellows have limited travel reimbursement funds, which must be first allocated to pay for required travel detailed in the Travel Overview section above. There may not be sufficient funds to cover all mileage expenses for local travel that may be accrued over the term of the Fellowship expenses. Mileage expenses may be paid from a Fellow's \$27,500 Travel stipend, if funds allow, or from their \$5,000 annual Additional Expenses stipend. Like other expenses, mileage must be invoiced for reimbursement.

It is the Fellows' responsibility to manage and monitor these two funding sources throughout the fellowship duration. IEDC may pay for some expenses directly, such as lodging associated with IEDC events, and deduct payment for these travel expenses from the Fellow's Travel stipend. IEDC will provide updates and projections for expenses it will cover in this way to assist Fellows with budgeting and accounting for these funds. Effective budgeting and keeping track of these funds is crucial for successful financial management during the ERC Program.

Meals and Incidentals

Fellows will be reimbursed for meals and incidental expenses associated with approved non-local travel. As with other expenses, Fellows should retain and provide receipts along with reimbursement requests. Daily reimbursements for meals and incidentals will be capped at the GSA per diem rate for meals and incidentals; view more information here: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

Miscellaneous Travel Expenses

Miscellaneous expenses are reimbursable when they are ordinary and necessary to accomplish the purpose of a trip. The expense report form must include an explanation of why such expenditures are being claimed.

Other Reimbursable Expenses

Other reimbursable travel expenses include but are not limited to the following:

- Baggage handling services, not including tips.
- Business office expenses (copy services, postage, and supplies)
- Business related phone calls, faxes, internet usage charges and fees
- Conference/Registration fees
- Costs related to vaccinations required and/or recommended for international business travel
- Currency conversion fees
- Laundry or cleaning expenses on trips lasting seven (10) calendar days or more.

Non-reimbursable Expenses

Include but are not limited to the following:

- Alcohol
- Card membership dues and club fees
- Airline reserved/priority seating fees.
- Travel upgrade fees (air, rail, car)
- Cigarettes, vaping, tobacco, or other smoking paraphernalia
- Bank charges for ATM withdrawals, except on international travel

- Childcare costs
- Pet housing/boarding/sitting
- Clothing or toiletry items
- Expenses related to vacation or personal days taken before, during or after a business trip
- Haircuts and personal grooming
- Laundry, cleaning, pressing costs for trips of less than ten days
- Loss or theft of airline tickets
- Loss or theft of personal funds or property
- Lost baggage
- Medical expenses while traveling (Exceptions may be made to accommodate ADA compliance)
- Mini-bar charges
- Movies
- No-show/cancellation fees or fees related to hotel late check-out (unless 5 business or weather related)
- Personal reading materials (magazines, newspapers, etc.)
- Personal vehicle maintenance (including car washes)
- Personal entertainment
- Recreational expenses
- Rental vehicle maintenance (including car washes)
- Saunas and massages
- Shoeshines
- Souvenirs or personal gifts
- Traffic citations (moving violations), parking tickets, court fees and other fines.
- Valet services for parking when self-parking options are available unless directed by the event manager.

Documentation and Reimbursement

Fellows should submit their travel expense report for reimbursement by the 20th of the month in which they traveled and no more than 5 days after the end of the month if travel occurs between the 20th and 30th of the month.

If a Fellow travels for multiple purposes in a month, they must complete separate expense reports for each trip. As a reminder:

- Receipts must be submitted for all expenses.
- Expenses must be itemized on the expense report form.
- When being reimbursed for mileage, actual mileage to and from the destination is required with support such as a Google map.

**Fellows must follow guidelines covered in this policy when booking travel and while on travel; any questions regarding this policy should be clarified with an IEDC Economic Recovery Corps team member before travel is booked and the trip is underway.*

ERC Fellow Relocation Policy

ERC will cover reasonable moving expenses, including transportation, packing, shipping, and unpacking services. These expenses will be considered part of the Additional Expenses stipend which provides up to \$5,000 for reimbursement of eligible relocation, housing, or local travel expenses annually (not to exceed \$12,500 over the course of the Fellowship).

There is no extra funding beyond the \$5,000 limit. Reimbursement for transportation costs, such as flights, is limited to the individual Fellow and cannot cover additional family members, partners, or dependents.

Fellows should review questions about what qualifies as acceptable reimbursable relocation expenses with Monica Brimm at mbrimm@iedconline.org.

Documentation: Fellows must keep all original receipts and invoices related to their relocation expenses. PDFs of these will must be submitted to IEDC with invoices for reimbursement.

Reimbursement: Fellows will be reimbursed for eligible expenses up to \$5,000 per calendar year after submitting valid documentation and receipts to IEDC. See Reimbursements and Invoicing Procedures for further details on submitting reimbursements.

Tax Implications: Fellows should be aware that relocation reimbursements may have tax implications, and it is recommended that they seek professional tax advice to understand and manage these implications.

ERC Termination Policy

To maintain a positive and productive experience for all ERC program participants, IEDC retains the right to dismiss a Host or Fellow from participation in the ERC program should they fail to uphold the commitments agreed to in the ERC Memorandum of Understanding and Professional Services Agreement. This Termination Policy outlines the circumstances under which a Fellow or Host's participation in the program may be terminated and the procedures that will be followed.

Grounds for Termination

Participation by Hosts or Fellows in the ERC program may be terminated for the following reasons, but not limited to:

- Breach of Code of Conduct: Violation of the ERC Program Code of Conduct.
- Failure to Meet Performance Expectations: Consistent failure to meet agreed-upon performance standards, deliverables, or project milestones.
- Misconduct or Unprofessional Behavior: Engaging in unethical or unprofessional behavior that adversely affects the Host Organization or community, Fellowship program or its participants.
- Failure to Participate Actively: Lack of active participation in required program activities, workshops, meetings, or other essential components of the fellowship.
- Harassment or Discrimination: Engaging in any form of harassment or discrimination.
- Breach of Confidentiality: Sharing confidential or proprietary information of the organization or other participants without authorization.
- Criminal Activity: Engaging in criminal activities that adversely affect the organization or pose a risk to the safety of other participants.
- Substance Abuse: Substance abuse that impairs the Fellow's ability to perform their duties or poses a safety risk.
- Conflict of Interest: Engaging in activities or relationships that create a conflict of interest and adversely affect or interfere with the impartial and objective execution of a Fellow or Host's obligations outlined in the PSA and MOU agreements.
- Non-Compliance with Laws: Failure to comply with applicable laws and regulations that impact the fellowship program, Host Organization, or ERC Program Partners.
- Non-Disclosure of Conflicts: Failure to disclose conflicts of interest or relationships that may compromise a Fellow or Host's ability to fulfill program responsibilities objectively.
- Repeated Violation of Program Guidelines: Consistent violation of the ERC program guidelines or repeated failure to follow program rules.

Termination Process:

- Initial Assessment: The ERC team will conduct an initial assessment of the alleged violation or performance issue.
- Notice: The Fellow or Host will be notified of the concerns or alleged violations in writing, providing an opportunity to respond and present their perspective.

- Investigation: If necessary, a thorough investigation may be conducted to gather additional information.
- Decision: Based on the assessment and, if applicable, the investigation, a decision will be made regarding the termination.
- Notification: The Fellow or Host will be informed in writing of the decision, including the reasons for termination and the effective date.
- Appeals: A Fellow or Host may appeal the decision within a specified timeframe. The appeal process will be clearly communicated.
- Final Decision: After considering any appeals, a final decision will be communicated to the Fellow or Host.

Consequences of Termination:

Termination from the ERC program may result in the loss of program benefits, including mentorship, access to resources (i.e. IEDC membership, Circle.so access, etc.), and participation in program activities.

For Fellows:

A Fellow's termination from participation in the ERC is governed by the termination provisions in the PSA. Should any termination policies or procedures in this Handbook conflict with the termination policies or procedures in the PSA, the PSA will control.

Terminated Fellows will be required to return to IEDC, and their Host Organization all work in progress, notes, plans, and other materials related in any way to the Fellow's services during the term of their agreement, including, but not limited to: equipment, notes, memoranda, specifications, writings, documents, and any other material containing or disclosing any confidential information. This would include laptop computers, software licenses, and other collaboration tools provided by the program.

Review and Revision: This Termination Policy will be periodically reviewed and revised as necessary. Updates will be communicated to all participants.

Fellow Replacement Policy

Should a Fellow choose to leave the ERC Program or be terminated within the first year of the Fellowship, IEDC will endeavor to place a new Fellow with the Host Organization to complete the remaining term of the ERC Fellowship. IEDC may elect not to replace a Fellow if the conduct of the Host Organization was a factor in the Fellow's decision to leave the program.

A replacement Fellow must be approved by both IEDC and the Host Organization. IEDC will make a good faith effort to find a suitable replacement, but replacement matching is not guaranteed. Finding a replacement Fellow will be a collaborative process in which both IEDC and the Host Organization may suggest candidates, including from the original pool of applicants for the ERC Program.

Either the Host Organization or IEDC may choose to discontinue the search and placement process for a replacement Fellow at any time.

Confidentiality and Privacy Policy

The ERC program is committed to maintaining the confidentiality and privacy of information collected and shared during the course of the program. This policy outlines the guidelines and procedures for handling confidential information and respecting the privacy of program participants.

1. Confidential Information:
 - a. Definition: Confidential information includes, but is not limited to, proprietary program materials, participant data, mentorship discussions, and any information disclosed by participants in a confidential context.
 - b. Obligation: All participants, including Fellows, mentors, and program staff, are expected to treat confidential information with the utmost care and not disclose it to unauthorized individuals.
2. Privacy of Participants:
 - a. Collection of Information: The program may collect personal information from participants for the purpose of program administration, communication, and improvement.
 - b. Use of Information: Personal information will only be used for program-related activities, and participants will be informed about the purpose of the collection.
 - c. Sharing Information: Personal information will not be shared with third parties without explicit consent, except as required by law.
3. Mentorship and Coaching Discussions:
 - a. Confidential Nature: Mentorship and coaching discussions are considered confidential, and mentors and mentees are expected to respect the privacy of these conversations.
 - b. Disclosure Limits: While open communication is encouraged, mentors and mentees should refrain from disclosing sensitive or proprietary information that could compromise the confidentiality of the program.
4. Data Security:
 - a. Protection Measures: The program will implement reasonable measures to safeguard the confidentiality and integrity of information collected, including the use of secure platforms and access controls.
 - b. Data Breach Response: In the event of a data breach, the program will promptly notify affected parties and take appropriate steps to mitigate the impact.
5. Duration of Confidentiality: The obligation to maintain confidentiality extends beyond the duration of the fellowship program. Participants are expected to continue respecting the confidentiality of information even after the program concludes.
6. Exceptions:
 - a. Legal Requirements: Confidentiality may be breached if required by law or court order.
 - b. Participant Consent: Information may be disclosed with the explicit consent of the participant.
7. Participant Rights: Participants have the right to access their personal information, request corrections, and withdraw consent for the use of their information.

8. Review and Revision: This Confidentiality and Privacy Policy may be periodically reviewed and updated. Participants will be notified of any changes.

Participants' confidentiality and privacy obligations are governed by the MOU and PSA. Should any confidentiality or privacy policies in this Handbook conflict with the MOU or PSA, the MOU and PSA will control.

Navigating and Resolving Conflict

Open and Transparent Communication

As a new program with multiple partners and program participants located across diverse geographies and contexts, we cannot anticipate all potential issues that will arise or know exactly how we might address them. Open and transparent communication is vital to proactively address and resolve potential issues before they escalate into more significant problems.

The ERC Program is designed to have multiple touch points among Hosts, Fellows, Sub-Cohort Mentors, and the broader ERC Partner Coalition to ensure program participants have the support, coaching and guidance needed to succeed. These touch points also offer an opportunity for program participants to communicate any concerns, questions, or feedback in a constructive, respectful, and timely manner to the relevant entity in a safe and supportive space.

These touchpoints include:

- Monthly virtual coaching sessions with each Fellow sub-cohort led by an ERC Partner (IEDC, NADO, ICMA, and CORI).
- Quarterly virtual peer networking opportunities with the entire ERC cohort of Fellows and Hosts facilitated by IEDC and the ERC Partner Training and Learning Team.
- Annual in-person training retreats for Hosts and Fellows to connect and reflect on lessons learned and develop shared solutions.
- Up to two annual conferences, trainings and events per year put on by IEDC and our ERC partner coalition where Fellows and Hosts can convene and connect with the ERC partner coalition networks.
- Peer exchange visits to another Fellow's site during the 30-month Fellowship.
- Annual in-person site visits to Hosts in each ERC Partner's sub-cohort to ensure Host-Fellow relationships are progressing in a positive way (conducted by ERC Partners mentoring a sub-cohort).

Establishing regular check-ins and feedback sessions

In addition to the touchpoints outlined above, Hosts should structure and participate in regular project reviews with the Fellow to track progress and make needed adjustments to project approaches, deliverables, and timelines. These will be important opportunities to share feedback and openly discuss how a Fellow is progressing and what additional support or guidance may be needed.

Additionally, Hosts will participate in regular check-ins with IEDC (and ERC Partners as needed) to provide feedback and information that will assist IEDC in fulfilling its obligations under the PSA. These check-ins will be scheduled quarterly (at a minimum) and may be held more frequently at the start of the program if Hosts require additional support.

Procedures for Conflict Resolution

Initial Discussion:

- Participants are encouraged to communicate directly with each other to address and resolve conflicts informally. Aim to have this initial discussion within three working days of the incident or when the concern arises.

Escalation to Designated Contact:

- If you believe the issue has not been satisfactorily addressed or if you are uncomfortable discussing the matter directly, you may escalate the complaint to your designated contact at ERC. Depending on the issue this may be your Host point of contact, sub-cohort mentor, or IEDC's ERC Program Manager.
- This escalation should occur within two working days after the initial discussion or when you receive an unsatisfactory response.

Meeting Request:

- If the issue remains unresolved after the above steps, you may request a meeting with the ERC team member(s) designated for resolving the conflict.
- The designated individual will arrange a meeting with you to discuss the matter.
- Please submit your meeting request in writing within three working days of receiving an unsatisfactory response.

Resolution:

- The ERC designated contact will work with all parties to explore pathways to resolution. This could include a facilitated conversation or mediation.

Work Schedule and Time Away

Work Schedules

As an independent contractor, the Fellow determines the timing and manner in which to carry out program-related tasks. The Fellow may engage in work or have clients beyond the scope of this program so long as these other activities are consistent with the ERC Fellowship and do not impede the timely completion of project- and fellowship-related work.

The Fellow should work with the Host Organization to create and update project schedules to complete the Scope of Services and will honor deadlines for deliverables set by or in conjunction with the Host Organization.

Coordinating Time Away

As an independent contractor, the Fellow also controls when they take time away from project work. Fellows are not subject to formal leave policies, nor to a specific holiday schedule. It is, however, critical to the spirit of the immersive ERC Fellowship and to the Fellow's obligations under this program that Fellows consider their responsibilities to project work and deliverables, the Host Organization, and to other fellowship activities and requirements when planning time away.

It is good practice to keep the Host Organization apprised if you are planning to be away and out of communication, especially during critical times in the project. Each community, Host Organization and project will have a different rhythm that should be honored as Fellows plan the flow of their work and time away.

For unexpected and extended events such as unusual family responsibilities, extended illnesses or medical treatments, or other needs that require extended time away from project work, the Fellow should coordinate with the Host Organization.

A Fellow must notify and coordinate with both the Host Organization and IEDC if they anticipate needing to be away from the program for more than ten days at a time. If long-term or repeated absences are needed, the Host, IEDC and the Fellow will evaluate the Fellow's ability to meet the terms of the Fellowship agreement.

IEDC Membership Policy

- If a Host Organization wishes to add more members to their complimentary IEDC membership, Hosts will be responsible for paying for additional members in excess of what their respective membership level provides per their organization type (see table linked here for IEDC's membership structure and pricing).
- The cost to add additional members is \$200 per person.
- Should a Host be dismissed from the ERC Program for violating the terms of their Agreement or any of the Codes of Conduct and Policies outlined in the ERC Handbook, their IEDC membership will be revoked.
- If a Fellow leaves the program before the conclusion of their contract, or is dismissed, the Host's complimentary IEDC membership will remain in effect through December 2026.