

AGREEMENT FOR PARTICIPATION IN THE
ORLANDO MAIN STREET PROGRAM
BETWEEN THE CITY OF ORLANDO AND
GATEWAY ORLANDO ARTS, INC. D/B/A GATEWAY DISTRICT

THIS AGREEMENT is made and entered into this ___ day of _____, 2023, between the **City of Orlando, Florida**, a municipal corporation existing by virtue of the Laws of the State of Florida (hereinafter referred to as “the City”), the address of which is Orlando City Hall, 400 S. Orange Avenue, Orlando, Florida 32801, and the participating neighborhood commercial district, **Gateway Orlando Arts, Inc. d/b/a Gateway District** (hereinafter referred to as “Gateway District” or “the district”), a Florida not-for-profit organization, the address of which is 4409 Hoffner Ave, Ste 244, Orlando, Florida 32812.

WITNESSETH

WHEREAS, in accordance with the Resolution adopted by the City Council, the City’s Economic Development Department developed a new citywide program with the goal of helping to develop stronger and more vibrant neighborhood commercial districts; and

WHEREAS, in conjunction with assistance from the National Main Street Center, the City established the Orlando Main Street Program, which offers designated neighborhood commercial districts training, technical assistance, and staff support in order to promote and achieve a successful neighborhood commercial district; and

WHEREAS, the National Main Street Center has appointed the City of Orlando as the citywide coordinating agency to administer the Orlando Main Street Program on their behalf; and

WHEREAS, this Agreement is for the purpose of the district to participate in the Orlando Main Street Program (hereinafter referred to as “OMS Program”) for FY 2023-2024, and receive certain funding and support to facilitate participation and success in the OMS Program; and

WHEREAS, because there is also a desire to make public improvements and implement beautification projects, the district shall receive additional funding to meet this objective.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and agreements contained herein, the parties have agreed to the following terms and conditions:

Section I: Duties and Responsibilities of the City.

1. **Preamble.** The above recitals are true and correct and represent the determinations and findings of the City Council of the City of Orlando, Florida, and are incorporated herein and made a meaningful part of this Agreement.

2. Funding.

a. Subject to the provisions of this Agreement, including but not limited to the matching requirements contained herein, the City has appropriated funds for the district for the period commencing October 1, 2023 and ending September 30, 2024. (“Funds”). The Funds shall not equal an amount less than \$30,000 or more than \$60,000. The Funds shall be disbursed to the district in four (4) quarterly installments solely for the purposes set forth herein. The City may, in its sole discretion, provide up to \$15,000.00 of the Funds upon the complete execution of this Agreement. Except as provided for herein, the amount of the quarterly installments shall equal the amount of matching funds raised by the district for the applicable quarter, not to exceed \$15,000 per quarter. Matching funds raised in excess of \$15,000.00 per quarter shall be disbursed in the following quarter. Any remaining portion of the Funds eligible for disbursement shall be provided to the district in its 4th quarterly payment.

b. Additionally, the City shall provide the district \$10,000 on a reimbursement basis for public improvements and beautification projects (“Beautification Funds”) as described in Section II, paragraph 9 herein and Exhibit “B”. The Beautification Funds are not subject to a match requirement and are eligible for reimbursement up and until September 30, 2023. Beautification Funds shall not be calculated as part of the district’s quarterly fundraising amount.

3. Payments. Under the terms and conditions of this Agreement, the City agrees to remit Funds to the district on a quarterly basis, said payments shall be contingent upon the following:

- (a) Receipt and approval by the City of a quarterly report as specified in Section II, paragraph 10 herein indicating the total amount of funds raised by the district in that quarter;
- (b) Receipt of board and committee minutes for each board meeting held within the quarter.
- (c) Receipt and approval by the City of a copy of the district’s Profit and Loss Statement run from The district’s accounting system for the inclusive dates of that quarter and signed by The district’s treasurer, accountant, or other financial representative;
- (d) Receipt and approval by the City of a copy of the district’s bank statement indicating deposits for the City’s matching share invoiced during that quarter;
- (e) Receipt and approval by the City of a quarterly invoice indicating the City’s matching share for that quarter;

- (f) The district's continued utilization of the Main Street Four Point Approach and Guiding Principles with a goal of achieving National Main Street Accreditation annually;
- (g) The district's compliance with the terms and conditions of this Agreement; and
- (h) The district's continuing faithful and timely performance of all of the provisions of this Agreement.

All invoices must be submitted to the City for this fiscal year no later than September 30, 2024. In addition to cash, competitive grants from other City programs that require submittal of a written application and that are awarded to the district may be calculated in the district's quarterly fundraising amount.

- 4. OMS Basic Training. The City shall provide OMS Basic Training opportunities for all new staff, volunteers, board members, and committee members of the district and provide all necessary materials related to training.
- 5. OMS Orientation. The City may conduct an orientation for all staff of the district upon any staff turnover.
- 6. Training. The City shall provide training opportunities for the district, as requested by the district or as deemed appropriate by City staff, which will provide for the development of goals, objectives and annual work planning. The City shall also provide guidelines and other materials designed to assist in the educational process.
- 7. Workshops. The City shall facilitate meetings and workshops to further develop and refine the skills of staff, board members, and committee members of the district.

To the extent feasible, the district shall make every effort to send a representative to the National Main Street Conference, the Florida Main Street Conference and Florida Main Street Quarterly Workshops.

- 8. Assistance. The City is available to provide advice, technical assistance, limited design assistance, and on-site visits to the district on a continuing basis, as requested by The district. The City shall also facilitate and promote ongoing press coverage of Orlando Main Streets and its individual programs. Further, the City may provide access to resource materials, including audio-visual and published materials relating to district revitalization on a loan basis.
- 9. Evaluation. The City shall conduct an annual program review to evaluate the district's progress for the prior 12-month period utilizing the criteria for accreditation from Main Street America. The evaluation will be done in accordance with the deadline requirements of the National Main Street Center. In the event the National Main Street Center amends its national accreditation process, the district shall comply with the revised accreditation process.

Section II: Duties and Responsibilities of the District

1. Expectation and Acknowledgement. The City expects the district, as a Main Street district, to conduct itself in a cooperative manner with the City and other Main Street districts. While the intent of the district is to promote economic vitality not only in the district, but also in the City as a whole, the district's focus shall be the promotion economic vitality within the district's Target Area. In addition, the district acknowledges that the City's Main Street Program Administrator (the "Administrator") oversees the district's participation in the Program and has the authority to offer the district recommendations to address any deficiencies.
2. Staff. The district shall employ paid professional staff, including a full-time Executive Director, who will be responsible for its day-to-day administration. The City's Administrator will participate in the hiring process of the Executive Director of the district in a consulting and advisory capacity. The district shall pay the director for a minimum of 40 hours per week. Third party contracts for management services are prohibited. In the event the Executive Director's position becomes vacant during the term of this Agreement, the district agrees to fill the position with assistance from the Administrator within one hundred twenty (120) days of the date of vacancy.

The Executive Director shall perform under the authority of the district's Board of Directors and the Administrator. The Executive Director shall also have the tools necessary to perform their job, including but not limited to, a desktop or laptop computer with internet access, a separate email account for district-related work, and a dedicated cell phone and cell phone number for district-related work. The cell phone shall have the ability to receive emails and text messages. The laptop and cell phone shall belong to and stay with the district in the event the Executive Director's employment terminates or expires. The Executive Director shall ensure all passwords, email addresses, and access to all social media accounts, including Facebook and other collateral, digital, and electronic materials related to his or her employment are accessible to the Board President and Officers at all times using a password management tool approved by the Board of Directors.

The district shall also comply with the Orlando Main Streets Social Media Policy attached hereto as **Exhibit "C"** and have personnel policies in place for its staff that at a minimum prohibit the following:

- a. Using the Main Street logo for personal and/or non-district related purposes;
- b. Using personal social media account(s) for district related work;
- c. Making derogatory comments about other Main Street districts;
- d. Supporting or endorsing political candidates in the district's name; and
- e. Using district's social media accounts and resources for personal and/or non-district related purposes.

The district shall also have financial policies in place for its staff that at a minimum include requiring documentation for all costs and expenses with receipts, invoices, and expense reports.

3. Nondiscrimination. The district agrees to employ its staff without regard to race, color, creed, sex, age, national origin, disability, sexual orientation or marital status and in compliance with Chapter 57 of the Code of the City of Orlando, Title VII of the Civil Rights Act of 1964 as amended, and any and all other applicable federal, state, or local laws, rules or regulations, whether presently existing or hereafter promulgated. The district agrees that compliance with this provision constitutes a condition to continued receipt of Funds. The district further agrees that all contractors, subcontractors, or others with whom it arranges to provide services to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of this provision. Upon receipt of evidence of such discrimination, the City reserves the right to immediately terminate this Agreement.
4. OMS Orientation. The district shall send its staff members to Orlando Main Streets Orientation at the first available session offered by the City.
5. Participation. The district shall raise and expend funds and in-kind services to support its continued participation in the OMS Program. The district shall present its budget and financial statement to the Administrator at the time of the City's annual evaluation specified in Section I, paragraph 9 of this Agreement.
6. Work Plan. The district shall implement a comprehensive approach to district revitalization following the Four-Point Approach recommended by the National Main Street Center and Orlando Main Street. This includes the development of annual written or electronic work plans for the district and the establishment of a strong, broad-based organizational system to include, but not limited to, the following committees: organization, promotion, design, and economic vitality. The district shall submit its work plan to the Administrator for review at the time of the City's annual evaluation specified in Section I, paragraph 9 of this Agreement.
7. Evaluation. The district agrees to participate in the City's evaluation process as set forth in Section I, paragraph 9 of this Agreement. The district's failure to participate shall result in a breach of this Agreement under Section III, paragraph 4 of this Agreement.
8. Target Area/Boundaries. The district shall concentrate the OMS Program activities within the boundaries of the Target Area that the district designates and the City approves. The boundaries are for the purpose of public improvement projects within the City's right-of-way and will have no bearing on the district's membership. While the district may have member businesses from outside its Target Area, the district shall understand that the purpose of the organization is to promote the economic vitality of the Target Area and its mission is to attract people into the area further benefitting the businesses in its' district as a whole. A map of the district's Target Area is attached hereto as Exhibit "A" and incorporated herein by reference.
9. Public Improvement and Beautification Projects. The district agrees to follow the procedure set forth in Exhibit "B".

10. Reports. The district shall maintain data for monitoring its progress, submit quarterly progress reports using formats and/or software provided by the City, and provide such other information as requested by the City on or before the deadlines provided by the City. **Failure to submit quarterly progress reports may jeopardize standings with Orlando Main Street and the National Main Street Center, and will result in the withholding of quarterly payments and potential loss of National Accreditation.**

The quarterly report due dates for FY 2023/2024 shall be as follows:

Quarter 1 – January 31, 2024 by 5pm

Quarter 2 – April 31, 2024 by 5pm

Quarter 3 - July 31, 2024 by 5pm

Quarter 4 - October 31, 2024 by 5pm

In addition to the aforementioned quarterly reports, annually, on or before August 15, the district shall provide a report, utilizing the city-provided software/format, containing the information contained within Exhibit “D”, said exhibit being attached hereto and incorporated herein. Failure to submit an annual report on or before August 15 of the applicable year shall constitute a material breach of this Agreement.

11. Accounting and Audit: The district shall utilize and maintain such records and practices regarding receipts and disbursements of the Funds as to be in accordance with generally accepted accounting principles. All such records shall be open to inspection and audit by the City or by the City’s designee during normal business hours during the term hereof and for a period of three (3) years after the termination of this Agreement. Any cost incurred by the district as a result of a City audit shall be the sole responsibility of and shall be borne by the district. In addition, if the district provides any or all of the Funds to sub-recipients, then The district shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the City or the City’s designee to the same extent as those of The district.
12. Meetings. Each participating neighborhood commercial district will be required from time to time to host all participating districts at an on-site meeting with the City. If The district is hosting such a meeting, it shall be responsible for scheduling and arranging such meeting at the office of the district or other agreed upon sites. The district must submit to the Administrator any materials required for the meeting at a reasonable time prior to the meeting. If food and beverage is required, it shall be the district’s responsibility to arrange and provide for it.
13. Information and Notification. The district shall keep the Administrator well informed regarding ongoing activities by providing one (1) copy of any materials and/or publications relating to the district’s Program via email or other mutually-agreed-upon method. Materials include board meeting minutes, committee meeting minutes, approved budgets, local training flyers, newsletters, and other promotional materials, program of work, and lists of district membership and Board membership. The district shall also notify the Administrator when it amends its bylaws and provide a copy of the bylaw amendments.

14. Acknowledgment. The district shall acknowledge being an official Orlando Main Street on all printed materials and websites by adding the tag line, “An Orlando Main Street”. The district must discontinue any further use of the Main Street™ name at such time The district or the City terminate this agreement pursuant to the National Main Street Center’s Use of the Name Policy.
15. Training. The district shall comply with the City’s training and networking requirements.
16. Insurance. The district shall have in force the following insurance coverage, and shall provide the Administrator with Certificates of Insurance within thirty (30) days of the effective date of this Agreement to verify such coverage. The insurance coverage shall contain a provision which forbids any cancellation, changes or material alternations in the coverage without providing thirty (30) days written notice to the City:
 - (a) Commercial General Liability – The district shall provide commercial general liability coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will not be less than \$500,000 Combined Single Limit (CSL) bodily injury and property damage, or its equivalent. The City of Orlando shall be named as an additional insured.
 - (b) Commercial Automobile Liability – If The district’s activities include or require the hiring of a vehicle, The district shall provide coverage for all owned, non-owned and hired vehicles utilized in the performance of this Agreement for limits of not less than \$500,000 Combined Single Limit (CSL) bodily injury and property damage, it its equivalent.
 - (c) Workers’ Compensation – The district shall provide Workers’ Compensation coverage for all employees in accordance with Florida law at the site location and, in the case of subcontracted work, shall require the subcontractor to provide Workers’ Compensation for all its employees. The limits will be statutory for Workers’ Compensation and \$100,000 for Employer’s Liability.
 - (d) Employee’s Honesty Insurance – The district shall provide not less than \$10,000 coverage limit. The City of Orlando shall be named as an additional insured.
17. City Liaison. The district shall permit a City liaison to attend and participate at its board meetings for the duration of this Agreement. This liaison shall not be considered an officer or director of the district, but shall be entitled to participate in discussions on matters brought before the board of directors. The City may make recommendations for this board membership to the district’s President or Executive Director. All recommendations will be presented to the district’s board of directors for approval. The City representative shall be a non-elected member of City staff and shall enjoy the same rights and privileges with regard to discussion on issues

before the board as other general members of the district board, but shall not be considered as an officer or director of the board. City staff shall not serve as officers of the Board of Directors, and shall also not serve as a Committee Chair.

By executing this Agreement, the district certifies that no officer or employee of the City, nor their spouse or child, serves as an officer, partner, director or proprietor of, nor has a material interest in, the district.

18. Neighborhood Support Areas. If the district decides to make improvements in a neighborhood support area that is located adjacent to the district's Target Area, the district shall obtain a letter of support from an established neighborhood association listed in the City of Orlando's neighborhood organization database for that neighborhood support area if one exists. The Administrator will provide this information upon request. The district shall only use the Funds within the district's Target Area.
19. Matching. To obtain the portion of the Funds in excess of \$30,000.00, the district is required to raise half of the amount in matching funds to the City's contribution and provide to the City the necessary financial documents showing such match by the end of the fiscal year, September 30, 2024. For example, for every dollar that the district raises, the City shall provide two dollars in matching funds up and until the maximum funding amount is reached.

Section III: Miscellaneous.

1. Term. The term of this Agreement shall be for one year, beginning October 1, 2023 and ending September 30, 2024.
2. Termination. In the event funds anticipated for continued fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the City Council to appropriate funds for continuation of the Agreement, or discontinuance or material alteration of the OMS Program for which funds were provided, then the City shall have the right to amend or terminate this Agreement without penalty by giving the district not less than fifteen (15) days written notice.
3. Default. The following shall constitute an Event of Default under this Agreement:
 - (a) The district's failure to comply with the requirements of the OMS Program in accordance with the terms and conditions of this Agreement;
 - (b) The district makes a material representation in any certification or communication submitted by the district to the City in an effort to induce the contribution of the Funds or the administration thereof that is later determined by the City to be false, misleading, or incorrect in any material manner; or
 - (c) The district's failure to comply with any of the terms and conditions in this Agreement.

Upon the occurrence of any Event of Default, or any other breach of this Agreement, the City, through its Economic Development Director or designee, shall have the

authority and sole discretion to: (1) subject the district to a period of temporary probation, which could result in the withholding of Funds; (2) require that the district submit a performance improvement plan that indicates the method in which the district will cure its breach within a mutually-agreed-to time period; or (3) terminate this Agreement and discontinue the Funds upon fifteen (15) days' notice. In addition, the City may exercise all rights and remedies available to it under the terms of this Agreement, statutory law or common law.

4. Indemnity. The district agrees to indemnify, hold harmless, and defend the City, including its agents, employees, and elected and appointed officials, from and against any and all claims, liabilities, losses, or causes of action, which may arise from any negligent act, or omission of the district, including its agents, servants, or employees.
5. Nonprofit Status. The district shall maintain its non-profit status in the State of Florida throughout the term of this Agreement. If The district should, during the term of this Agreement, lose its non-profit status, it shall immediately notify the City within ten (10) days of the event. Upon such an event, the City reserves the right to immediately terminate this Agreement and discontinue distribution of Funds to the district. The district shall provide to the Administrator copies of the requisite documentation filed annually with the state and federal governments to maintain non-profit status.
6. Nonassignability. The district may not assign its rights hereunder without the prior written consent of the City. Failure to comply with this section may result in immediate termination of this Agreement.
7. No Joint Venture. It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partner or joint ventures between the parties hereto or as constituting the district as the agent or representative of the City for any purpose or in any manner whatsoever.
8. Governing Law. The laws of the State of Florida shall govern this Agreement, and the venue for any dispute or cause of action arising from operation of this Agreement shall be had in Orange County, Florida. The district agrees to comply with all provisions of applicable law, including the Orlando City Code.
9. Savings Clause. If any term or provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder shall remain in full force and effect.
10. Merger and Amendment. The City and the district agree that this Agreement sets forth the entire understanding and agreement between the parties as it relates to the subject matter found herein. Amendment to this Agreement shall be by written instrument executed by the parties hereto.
11. Notices. All notices required or anticipated under this Agreement shall be sent certified mail, return receipt requested, and to the following respective offices:

City: City of Orlando

Business Development Division
Orlando City Hall
400 S. Orange Avenue
Orlando, Florida 32801
Email: orlandomainstreets@orlando.gov

District: Gateway Orlando Arts, Inc. d/b/a Gateway District
Attn: Executive Director
4409 Hoffner Ave, Ste 244
Orlando, Florida 32812
Email: director@gatewayorlando.org

Notwithstanding the foregoing, any party to this Agreement may also deliver any notices by electronic mail, with delivery of any such notice(s) deemed to have been given immediately (same day as sent), with a hard copy to follow by certified mail, return receipt requested.

IN WITNESS WHEREOF, the City of Orlando, Florida and GATEWAY ORLANDO ARTS, INC. D/B/A GATEWAY DISTRICT, have caused their hands and seals to be affixed below, and have duly executed this Agreement on the date and year first above written.

CITY OF ORLANDO, FLORIDA

By: _____
Mayor/Mayor Pro Tem

ATTEST:

Orlando City Clerk

APPROVED as to form and legality,
for the use and reliance of the
City of Orlando, Florida only.
_____, 2023.

Assistant City Attorney
City of Orlando

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me by means of [] physical presence or [] online notarization the undersigned authority _____,
[] well known to me or [] who has produced his/her _____ as
identification, and known to me to be the Mayor/Mayor Pro Tem of the City of Orlando, and
acknowledged before me that he/she executed the foregoing instrument on behalf of the City of
Orlando as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this ___ day of _____, 2023.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

**GATEWAY ORLANDO ARTS, INC. D/
B/A GATEWAY DISTRICT**, a Florida
non-profit corporation,

By: _____

Title: _____

WITNESS:

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED, before me by means of [] physical presence or []
online notarization the undersigned authority, _____, who is the _____ of
Gateway Orlando Arts, Inc. d/b/a Gateway District and acknowledged before me that
they executed the foregoing instrument on behalf of said corporation as its true act and
deed, and that they were duly authorized so to do. He/she is personally known to me or has
produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ___
day of _____, 2023.

NOTARY PUBLIC

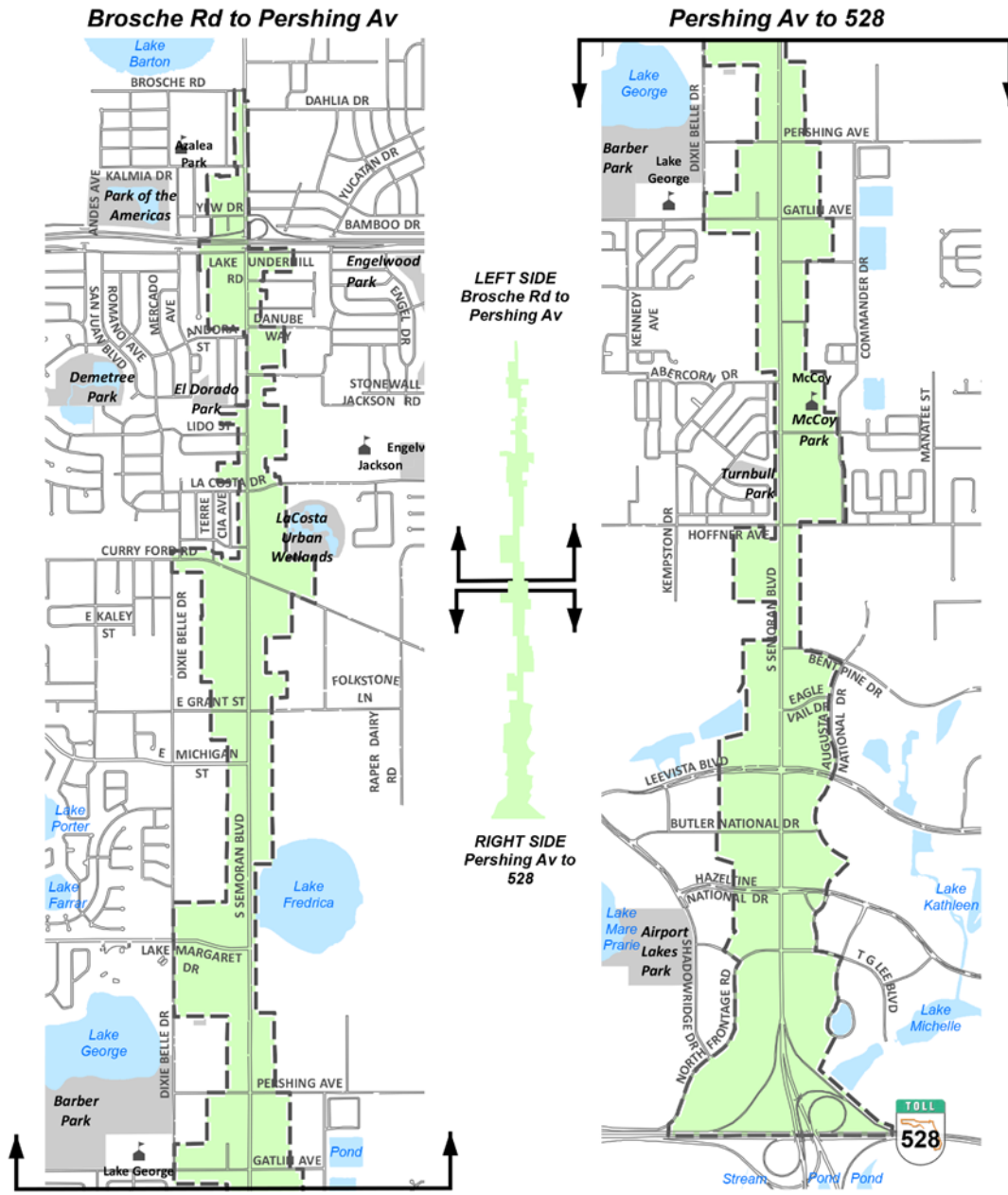
Print Name: _____

My Commission Expires: _____

EXHIBIT "A"
MAP OF TARGET AREA



Gateway Orlando
Market Street Program



 **Target Area**

EXHIBIT “B”

The district shall receive up to \$10,000 for public improvements and beautification projects. The following is a list of allowable expenses:

- Asset replacement – trash cans; recycle bins; pizza bins; benches; banner brackets
- Assistance with city fees, including but not limited to, permitting or rental
- Banner installs/removals/replacements
- Concrete/sidewalk repairs
- Graffiti removal
- Holiday decoration install
- Irrigation install and repair
- Landscaping services
- Mowing Services
- Nursery plants
- Paver install/repair
- Planter pots
- Pressure washing
- Sidewalk Cleaning
- Special events cleanup as needed
- Tools/materials – job specific
- Trash pick-up/removal
- Tree guards/tree hoops/supports
- Tree pruning/removal
- Watering services
- Weed removal via chemical
- Projects related to the economic downturn caused by COVID-19 or other publicly-declared emergencies

The City shall disburse these funds on a reimbursement basis. The district shall submit to the Administrator a written proposal describing the project(s) for which the funds will be used. The proposal must include cost estimates and/or quotes and indicate whether the project(s) will be located in a public right-of-way. Once the City approves the project(s), the district may commence work. No work shall commence prior to receiving the City’s approval.

Once the work is completed, the district shall submit an invoice to the City, including receipts and contractor invoices showing payment. This documentation shall be submitted with the quarterly reports, as described in Section II, paragraph 10. The City will then disburse payment to the district.

These funds can be used for multiple projects throughout FY 2023-2024 as long as each project is approved by the City and the total funds disbursed does not exceed \$10,000.

EXHIBIT "C"

ORLANDO MAIN STREET PROGRAM SOCIAL MEDIA POLICY

PURPOSE:

The Orlando Main Street Program recognizes that social networking and internet services have become a common form of communication in society. The purpose of this policy is to set expectations and guidelines for the designated Orlando Main Street Districts.

USE OF SOCIAL MEDIA:

As Orlando Main Streets is a program of the City of Orlando funded with taxpayer dollars, all points of view must be respected. All designated Orlando Main Street Districts (Districts) are to conduct themselves as representatives of the City of Orlando and all activities and communications must remain consistent with the District's fundamental mission of developing stronger and more vibrant neighborhood commercial districts.

In addition, the Orlando Main Street Program has the following established guidelines which shall be adhered to by all designated Orlando Main Street District representatives. A representative is defined as District staff members and anyone designated to speak on behalf of the District via social media platforms while using District accounts.

1. Each social media page shall include an introductory statement that clearly specifies the purpose of the District's presence on the website. Each page should link directly to the District's official website. Where possible, all District social media page(s) shall state that the opinions expressed by visitors to the page(s) do not reflect the opinions of the District, Orlando Main Streets, or the City of Orlando.
2. When the District is without a Director, the District shall allow the Main Street Administrator, or his/her designee(s), irrevocable administrator rights to the District's social media account(s), websites, and any other online presences. City of Orlando staff may not use this access for private or public communications or change any language, settings or access on behalf of the District without written consent from the Main Street Director or Board Chair.
3. Each District must have internal controls for username(s) and password(s)

for each social media account and website to ensure continuity of operations during any unforeseen circumstances.

4. District representatives are free to express themselves as private citizens on social media sites, to the degree that their speech does not impair working relationships of the District, impede the performance of duties, impair discipline and harmony amongst the businesses in the District, or negatively affect the public perception of the District, Orlando Main Street Program, or the City of Orlando.
5. District representatives shall never post any photo(s) on their personal social media page(s) where the representative appears to be or is actively endorsing any social, political or religious issue or political candidate while wearing Orlando Main Streets District attire with District or Main Streets insignia, logo or words indicating Orlando Main Streets or District, as doing so could result in the appearance of the District endorsing a political candidate or appearing to support the social, political or religious issue.
6. District representatives shall never use their personal social media account(s) for any District related work. This does not include sharing of District events and/or pages associated with the District.
7. When using social media, District representatives should be mindful that their speech becomes part of the worldwide electronic domain. District representatives shall always conduct themselves as representatives of their District, the Orlando Main Street Program and the City of Orlando. Therefore, the information and content shared via the District's social media pages directly reflects on Orlando Main Streets and the City of Orlando. District representatives shall never use the District's social media account(s) for any of the following:
 - i. Personal interests, personal gain, or any personal business;
 - ii. Support or endorse any political candidate in the District's name;
 - iii. Make, share, or comment in support of any posting that includes harassment, threats of violence, or similar conduct;
 - iv. Make, share, or comment in support of any posting that ridicules, maligns, disparages, expresses bias, or disrespect toward any race, religion, sex, gender, sexual orientation, nationality, or any other protected class of individuals;
 - v. Make, share, or comment in support of any negative or disparaging remarks which are critical to any city official, the City of Orlando or any other governmental organization, any

individual, other Main Street Districts, personnel or businesses;and

- vi. Any communications or events that are not aligned with the mission of the District including, but not limited to, social, political, or religious issues.

EXHIBIT “D”

Annual Minimum Requirements to Qualify or Maintain Status as an Orlando Main Street District

Annually, on or before August 15, the organization shall provide Orlando Main Streets staff with the following information to qualify for designation or maintain status as an Orlando Main Street District:

- An updated Florida Department of Revenue Registration (Sunbiz) as a non-profit organization with correct officers’ names listed.
- A copy of the organizations IRS federal tax status, 501(c)(3) or 501(c)(6)
- A copy of the current bylaws. Bylaws shall include clear term limits for board members and clear term limits for officers.
- Roster of Board of Directors with start dates, term ending dates, and the same information for officers with officer term dates.
- A certificate of insurance from the contracted insurance company proving the organization holds the four required policies as outlined by the agreement:
 - Commercial Liability Insurance
 - Commercial Automobile Insurance
 - Worker’s Compensation Insurance
 - Employee Honesty Insurance
- A copy of the district’s most recent Form 990 filing with the Internal Revenue Service
- A copy of the district’s most recent Department of Agriculture Solicitation of Contributions filing