



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 25-243, **Version:** 1

Interoffice Memorandum

DATE: January 27, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Ed Torres, M.S., P.E., LEED AP, Director, Utilities

CONTACT: Kerry Kates, P.E., LEED AP, Deputy Director, Fiscal and Operational Support Division

PHONE: 407-254-9801

DIVISION: Fiscal and Operational Support Division

ACTION REQUESTED:

Approval and execution of Entry and Access Agreement between The Nature Conservancy and Orange County, Polk County, Tohopekaliga Water Authority, and the Central Florida Tourism Oversight District f/k/a Reddy Creek Improvement District for water supply monitoring. All Districts. (Fiscal and Operational Support Division)

PROJECT: N/A

PURPOSE: In June 2007, the South Florida Water Management District (SFWMD) approved individual 20-year Water Use Permits (WUP) for the withdrawal of groundwater from the Floridan Aquifer to five utilities: the City of St. Cloud, Tohopekaliga Water Authority, Orange County, Polk County, and the Central Florida Tourism Oversight District (CFTOD), formerly Reedy Creek Improvement District (collectively, the STOPR Group). Conditions in each WUP require significant aquifer level and wetland condition monitoring.

This agreement with The Nature Conservancy (TNC) grants the STOPR Group permission to access TNC property, known as the Disney Wilderness Preserve in Osceola and Polk Counties, for the limited purposes of monitoring, surveying, and photographing vegetation and soil associated with and proximate to SFWMD monitoring wells. The STOPR Group designated WSP USA, Inc. as their agent authorized to enter the property and conduct monitoring activity on behalf of the STOPR Group.

The County Attorney's Office and Risk Management Division reviewed the agreement and find it

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acceptable as to form. Utilities Department staff recommend approval.

BUDGET: N/A



OFFICE OF COMPTROLLER

**ORANGE
COUNTY
FLORIDA**

Phil Diamond, CPA
County Comptroller as
Clerk of the Board of County Commissioners
201 South Rosalind Avenue
Post Office Box 38
Orlando, FL 32802
Telephone: (407) 836-7300
Fax: (407) 836-5359

DATE: February 25, 2025

TO: Kerry Kates, Deputy Director
Fiscal and Operational Support Division, BCC

FROM: David Rooney, Manager *RE for DR*
Comptroller Clerk of BCC

SUBJECT: Request for Execution of Documents, Utilities Department Consent Item 1,
Legislative File # 25-243, February 25, 2025

Enclosed is the Entry and Access Agreement between The Nature Conservancy and Orange County, Polk County, Tohopekaliga Water Authority, and the Central Florida Tourism Oversight District f/k/a Reddy Creek Improvement District (5 originals) which was approved by the Board of County Commissioners (BCC) at its regular meeting held on February 25, 2025.

Please forward the documents to all required parties for signature.

Email copies of the fully-executed documents to ClerkofBCC@occompt.com and copy jennifer.mcgill@ocfl.net. Note: ClerkofBCC@occompt.com is used only for County staff submission of pending documents.

Please include in cover memo or subject line identification of the documents by name, agenda item number, and date of BCC approval. Emailed copies must be in full-size PDF format. The document will be processed and filed for the record upon receipt.

If you are unable to return a copy of the fully-executed document before March 25, 2025, notify the Clerk's Office by email of the reason for the delay prior to that date.

If you have any questions, please do not hesitate to call.

dr:re

Enclosure (5)

dl: Ed Torres, Director, Utilities Department, BCC [email]
Jon Weiss, Deputy County Administrator, BCC [email]
Nicole Robinson, Executive Assistant, Utilities Department, BCC [email]
Pending File

ENTRY AND ACCESS LICENSE AGREEMENT

This Entry and Access License Agreement (the “Agreement”) is made between THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, authorized to do business in the State of Florida as The Nature Conservancy, Inc. (“TNC”), having a corporate address of 4245 North Fairfax Drive, Arlington, Virginia 22203-1606, and a local address for purposes of the Agreement of 2700 Scrub Jay Trail, Kissimmee, Florida 34759, and ORANGE COUNTY, a charter county and political subdivision of the State of Florida, POLK COUNTY, a charter county and political subdivision of the State of Florida, TOHOPEKALIGA WATER AUTHORITY, an independent special district organized under the laws of the State of Florida, and the CENTRAL FLORIDA TOURISM OVERSIGHT DISTRICT f/k/a REEDY CREEK IMPROVEMENT DISTRICT, an independent special district created under the laws of the State of Florida (collectively, “Licensee”). Licensee and TNC are referred to herein collectively as “Parties,” and individually as a “Party.”

RECITALS

A. TNC is the owner of certain real property generally known as the Disney Wilderness Preserve (the “Preserve”), being located at 2700 Scrub Jay Trail, Kissimmee FL 34759 and more particularly depicted on the map attached hereto as **Attachment 1**.

B. Licensee desires permission from TNC to allow Licensee and its Authorized Agent (as defined below) to periodically enter upon the Preserve for the limited purposes of monitoring, surveying, and photographing the vegetation and soil associated with and proximate to certain South Florida Water Management District reference monitoring wells identified as “WR6” and “WR11” on the map attached hereto as **Attachment 2** (collectively, the “Monitoring Activity”).

C. TNC is willing to grant, and Licensee is willing to accept, a license permitting access to the Preserve for the limited purpose of engaging in the Monitoring Activity subject to the terms and conditions set forth herein.

In consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TNC and Licensee hereby agree as follows:

1. License Granted. Licensee has requested, and TNC hereby grants a non-exclusive license to Licensee and its Authorized Agent to enter upon the Preserve from time to time during the term of the Agreement for the limited and sole purpose of conducting the Monitoring Activity.

2. Designated Agent. Licensee may designate an agent or agents (collectively, “Agent”) to act on its behalf to conduct the Monitoring Activity contemplated by the Agreement. Once such Agent has been approved by TNC, such approved Agent (collectively, “Authorized Agent”) shall be authorized to enter the Preserve on behalf of Licensee, subject to the terms and conditions set forth herein. Licensee hereby designates, and TNC hereby approves, WSP USA, Inc., a New York corporation, formerly known as PB Americas, Inc., as the initial Authorized Agent authorized to enter the Preserve and conduct the Monitoring Activity on behalf of Licensee. Any Authorized Agent who is not a governmental entity shall maintain workers’ compensation insurance in statutory amounts and commercial general liability insurance with a reliable company covering

Authorized Agent's activities on and use of the Preserve. This insurance shall be in the amount of at least \$1,000,000 per occurrence, collectively, for property and personal injury and \$1,000,000 combined single limit for comprehensive auto coverage. This insurance protection shall name TNC as an additional insured and may be carried under a blanket policy. At least five days prior to entry onto the Preserve for the first time, Authorized Agent shall furnish TNC with a certificate or other evidence establishing that coverage is in force. In the event that Licensee elects to designate a different or additional Agent to conduct the Monitoring Activity, Licensee shall notify TNC of the name of the new or additional Agent in writing, whereupon TNC shall have the right to approve such new or additional Agent prior to such person or entity becoming an Authorized Agent. If an Authorized Agent is replaced, the license granted hereunder in favor of the said Authorized Agent shall be revoked effective immediately upon appointment of the replacement Authorized Agent. The provisions in this paragraph regarding insurance shall apply to each Authorized Agent during its term. Licensee and Authorized Agent shall identify and designate an employee of Authorized Agent to be the "Project Manager" for the Monitoring Activity, who will coordinate the Monitoring Activity and, to the maximum extent possible, be present during the Monitoring Activity. The Project Manager does not have authority to bind Licensee to any modifications to the terms of the Agreement. The Project Manager's name, title, address and cellular phone number shall be provided to the TNC Contact, as defined below, prior to initiation of the Monitoring Activity.

3. Exercise of Right of Entry. Prior to each exercise of the right of entry granted herein, and as a condition to the license granted under the Agreement, each Authorized Agent and Licensee requesting entry onto the Preserve shall:

a. Follow the general and site-specific policies and procedures for the Preserve as described in **Attachment 3** hereto (collectively, the “Site SOPs”), provided, however, any provision in the Site SOPs providing for the payment of a fee shall not apply to Licensee in its performance of the Monitoring Activity, and any individuals associated with the Monitoring Activity who are employees of Licensee or Authorized Agent shall not be required to submit a signed liability waiver. The Site SOPs are subject to revision from time to time, and prior to entry onto the Preserve, Authorized Agent and any Licensee shall confirm with TNC it has received the most recent copy of the Site SOPs.

b. Unless otherwise requested by Licensee or Authorized Agent and consented to by TNC in writing (which may be via electronic mail for this purpose), all Monitoring Activity on the Preserve shall be initiated and concluded between the hours of 8 a.m. and 5 p.m. Eastern Time, Monday through Friday (excluding Federal holidays). The Project Manager shall notify the TNC Contact any time Licensee or Authorized Agent will be on the Preserve, and to the extent reasonably possible, provide advance notice to the TNC Contact prior to accessing the Preserve. TNC may require the Project Manager to reschedule entry onto the Preserve, if at any time, in the reasonable judgment of TNC: (i) such entry would interfere with activities being conducted on the Preserve on the date proposed by the Project Manager; or (ii) conditions exist on the Preserve that might pose a hazard to Licensee or Authorized Agent. In the event TNC requires rescheduling pursuant to this paragraph, TNC shall notify the Project Manager once all the activities or hazardous conditions that prevented access to the Preserve have been completed. TNC and the Project Manager shall coordinate rescheduling the requested entry as soon as possible after the originally proposed date.

c. Unless otherwise approved by TNC, Licensee and Authorized Agent shall provide their own vehicles and shall only utilize the roadways, paths, or other routes within the Preserve that are designated by TNC as approved for access for the Monitoring Activity as set forth in **Attachment 2** or as otherwise agreed to between the TNC Contact and the Project Manager on behalf of Licensee and Authorized Agent. Licensee acknowledges and understands that all access routes within the Preserve are subject to closure from time to time as necessary or appropriate to the operation of a nature preserve (including, without limitation, conducting prescribed fire burns, protecting species habitat and environmentally sensitive lands, adjusting to water levels and soil conditions) and access may not be available at all times during the term of this License. TNC agrees to provide Licensee access routes for the Monitoring Activity to the extent such routes are reasonably available but shall not be obligated to provide alternative routes for the Monitoring Activity when providing such alternative route(s) would be in conflict with, or harmful to, TNC's operation of a nature preserve.

d. TNC may halt any and all Monitoring Activities if, in TNC's sole discretion, Licensee or Authorized Agent has (i) violated the terms of the Site SOPs or any portion of this Agreement, or (ii) the Monitoring Activities have the potential to cause harm to the Preserve or to the plants or animals on the Preserve.

e. All activities of Licensee and Authorized Agent on the Preserve shall be at Licensee and Authorized Agent's sole risk. In addition, subject to the provisions of Section 768.28, Florida Statutes, Licensee and Authorized Agent shall be liable to TNC for any damage or impairment to the Preserve or its natural values (including without limitation, any habitat, vegetation, or other natural features or values), or to any building, structure, or improvement on the Preserve due to Licensee's and Authorized Agent's use of the Preserve.

f. The initial “TNC Contact” is Beatriz Pace-Aldana, Research Coordinator – email address of bpacedaldana@tnc.org.

4. Conduct of Monitoring Activity. While on the Preserve and while conducting the Monitoring Activity, Licensee and Authorized Agent shall use reasonable care, consistent with the use of ecologically sensitive lands, to avoid damage or impairment to any natural areas, wildlife, natural values, structures and improvements. Licensee and Authorized Agent shall not interfere with TNC’s ongoing maintenance and restoration activities (*e.g.*, hydrological restoration, tree planting, and prescribed burning) and any interference by Licensee or Authorized Agent shall result in immediate termination of Licensee’s rights under the Agreement. Licensee and Authorized Agent shall comply with all federal, state, and local laws and regulations in connection with the Monitoring Activity, including without limitation, those governing conservation and pollution control. In addition, Licensee and Authorized Agent shall be solely responsible for obtaining any agreements, certifications, or other documentation that may be required under applicable law for the Monitoring Activity.

5. No-Warranties. TNC makes no express or implied warranty or representation concerning:

i) the safety, condition or suitability of the Preserve; ii) the accuracy or completeness of any map or survey of the Preserve; or iii) the safety, condition, suitability, or location of any easement, right-of-way, road, facility, building, structure, or improvement on the Preserve, for any purpose whatsoever. LICENSEE ON BEHALF OF ITSELF AND ITS AUTHORIZED AGENT FULLY UNDERSTANDS AND EXPRESSLY ACKNOWLEDGES THAT THERE MAY BE NUMEROUS DANGEROUS CONDITIONS, RISKS AND HAZARDS INVOLVED IN ENTERING THE PRESERVE, AND THAT THE ENVIRONMENT INSIDE THE PRESERVE MAY BE EXTREMELY DANGEROUS. NO PERSON SHOULD ENTER THE PRESERVE

WITHOUT PROPER ATTIRE AND SAFETY EQUIPMENT, WHICH LICENSEE AND AUTHORIZED AGENT SHALL BE RESPONSIBLE FOR ACQUIRING. LICENSEE FOR ITSELF AND ITS AUTHORIZED AGENT EXPRESSLY ACKNOWLEDGES THAT IT IS CONDUCTING ITS ACTIVITIES ON THE PRESERVE AT ITS SOLE RISK.

6. Collected Data. Licensee will provide copies to TNC of all reports prepared by Licensee or Authorized Agent related to the Monitoring Activity at no cost to TNC.

7. Release. To the extent allowed under Section 768.28, Florida Statutes, Licensee assumes all risks of property damage or personal injury attributable to the negligent acts or omissions of Licensee, its respective officers and employees and hereby releases TNC from any liability arising from such acts or omissions. It is further expressly provided that Licensee shall, as a condition to the exercise of the right of entry granted herein:

a. Indemnify and hold harmless TNC, its officers, directors, employees, agents and invitees to the extent allowed under Florida law, including, without limitation, Section 768.28, Florida Statutes, from all claims, loss, damage and expense, including attorney fees and costs, arising from the negligent and wrongful acts or omissions of Licensee's officers, employees and agents in the performance of this Agreement. Nothing herein shall be deemed a waiver, express or implied, of Licensee's sovereign immunity under Section 768.28, Florida Statutes.

b. Cause Authorized Agent to provide an indemnity and release substantially in the same form as is provided in **Attachment 4** hereto. Licensee agrees to provide each person who is granted access to the Preserve under the Agreement with a copy of the Agreement and a copy of the Site SOPs. This release is an express condition to the exercise of the license and right of entry granted pursuant to the Agreement and shall survive the expiration or termination of the Agreement.

8. Fees. Licensee shall pay a single annual fee of \$150.00 to TNC in lieu of any other fee mentioned in the Site SOPs.

9. Term. The Agreement shall not become effective until signed by all of the Parties and will expire on December 31, 2029, if not terminated sooner. The Agreement may be terminated prior to its expiration date by either Licensee or TNC upon two weeks' written notice to the other Party.

10. Default. In the event that Licensee or Authorized Agent fails to comply with or is in default of any term of the Agreement, then in addition to the termination rights reserved to TNC hereunder, TNC shall have the right (i) upon prior notice to Licensee, to immediately suspend the rights of access and entry provided herein until Licensee or Authorized Agent takes such action as is necessary, in the reasonable judgment of TNC, to return to compliance with or cure any default under the terms of the Agreement, (ii) to immediately terminate the Agreement with written or verbal notice to Licensee (which may be by notice to the Project Manager), and (iii) to pursue all remedies at law and in equity. Upon a default by Licensee or Authorized Agent, TNC shall retain any fees paid by Licensee under the Agreement. Licensee waives the defenses of laches and estoppel with respect to any delay by TNC in acting to enforce any provision, or exercise any rights, set forth in this Agreement.

11. Notices. Except as specifically provided otherwise herein, all notices and other communication hereunder shall be in writing and shall be deemed fully given and received (i) when hand-delivered to the receiving Party's street address shown below; (ii) when sent by e-mail to one of the persons listed below provided a copy is sent the same day (or the next business day if sent other than within business hours) by method (i) or (iii); (iii) one day after deposit with a national overnight courier addressed to the receiving Party's street address; or (iv) upon receipt of

a certified return receipt, following deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving Party at that Party's mailing address, shown below.

If to TNC:

The Nature Conservancy
Attn: Beatriz Pace-Aldana, Research Coordinator
Disney Wilderness Preserve
2700 Scrub Jay Trail
Kissimmee, FL 34759
E-mail: bpace-aldana@tnc.org

If to Licensee:

Tohopekaliga Water Authority
Attn: Executive Director
Address: 951 Martin Luther King Blvd,
Kissimmee, FL 34741
Email: tswingle@tohowater.com

Central Florida Tourism Oversight District
Attn: District Administrator
Address: 1900 Hotel Plaza Blvd,
Lake Buena Vista, FL 32830
Email: skopelousos@oversightdistrict.org

Orange County
Attn: Director, Orange County Utilities
Address: 9150 Curry Ford Road
Orlando, FL 32825
Email: ed.torres@ocfl.net

Polk County
Attn: Utilities Director
Address: 1011 Jim Keene Blvd.
Winter Haven, FL 33880
Email: tamararichardson@polk-county.net

12. Assignment. Licensee shall not transfer or assign any rights, obligations or other interests in the license embodied in the Agreement to any other person or entity.
13. Litigation and Attorneys' Fees. In the event it shall be necessary for either Party to bring suit to enforce any provision hereof, each Party will bear its own costs, expenses and attorneys' fees in such litigation.
14. Governing Law and Binding Effect. The Agreement and the interpretation and enforcement of same shall be governed by, and construed in accordance with, the laws of the State

of Florida. Nothing in the Agreement is intended to and shall not constitute a waiver of sovereign immunity or of any other privilege or immunity afforded by law to Licensee or its respective officers, officials, employees and agents. The captions and paragraph headings used herein are for descriptive purposes only and do not limit, define or enlarge the terms of the Agreement. Each of the recitals set forth at the beginning of this instrument, and any attachments referenced herein and attached hereto, are incorporated into the Agreement by reference.

15. Entire Agreement; Amendment. The Agreement, including Attachments, Exhibits, and Addenda, constitutes the entire agreement of the Parties. The Agreement supersedes all prior agreements and understandings, oral or written, between the Parties with respect to this subject matter. The Agreement may only be modified or amended by a writing signed by a written instrument executed by all Parties and shall not become effective and binding until executed by all Parties.

16. Effective Date. The effective date of the Agreement shall be the date upon which the Agreement is executed by the last signatory.

17. No Recordation. Licensee shall not cause the Agreement, or notice of it, to be recorded in the public records.

18. Counterparts. The Agreement may be executed in counterparts by the Parties hereto and each counterpart shall be considered an original, but all such counterparts shall be construed together and constitute one Agreement between the Parties hereto.

19. Name and Logo. Licensee and Authorized Agent may not use the name or logo of TNC without prior written consent.

20. Survival. The representations, warranties and covenants of the Parties contained in the Agreement shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the Parties have each caused the Agreement to be executed on the dates set forth below.

TNC:

THE NATURE CONSERVANCY

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE:

**CENTRAL FLORIDA
TOURISM OVERSIGHT
DISTRICT**

By: S. C. Kopelousos

District Administrator

Date:_____

LICENSEE:

TOHOPEKALIGA WATER AUTHORITY

By: Board of Supervisors

By: _____
Henry Thacker, Chair

Date: _____

ATTEST:

Tom White, Secretary

LICENSEE:

POLK COUNTY, a political
subdivision of the State of Florida

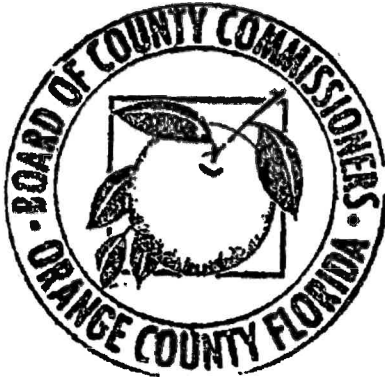
By: _____
T.R. Wilson, Chair
Board of County Commissioners

Date: _____

ATTEST:
STACY M. BUTTERFIELD, CLERK

By: _____
Deputy Clerk

LICENSEE:



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

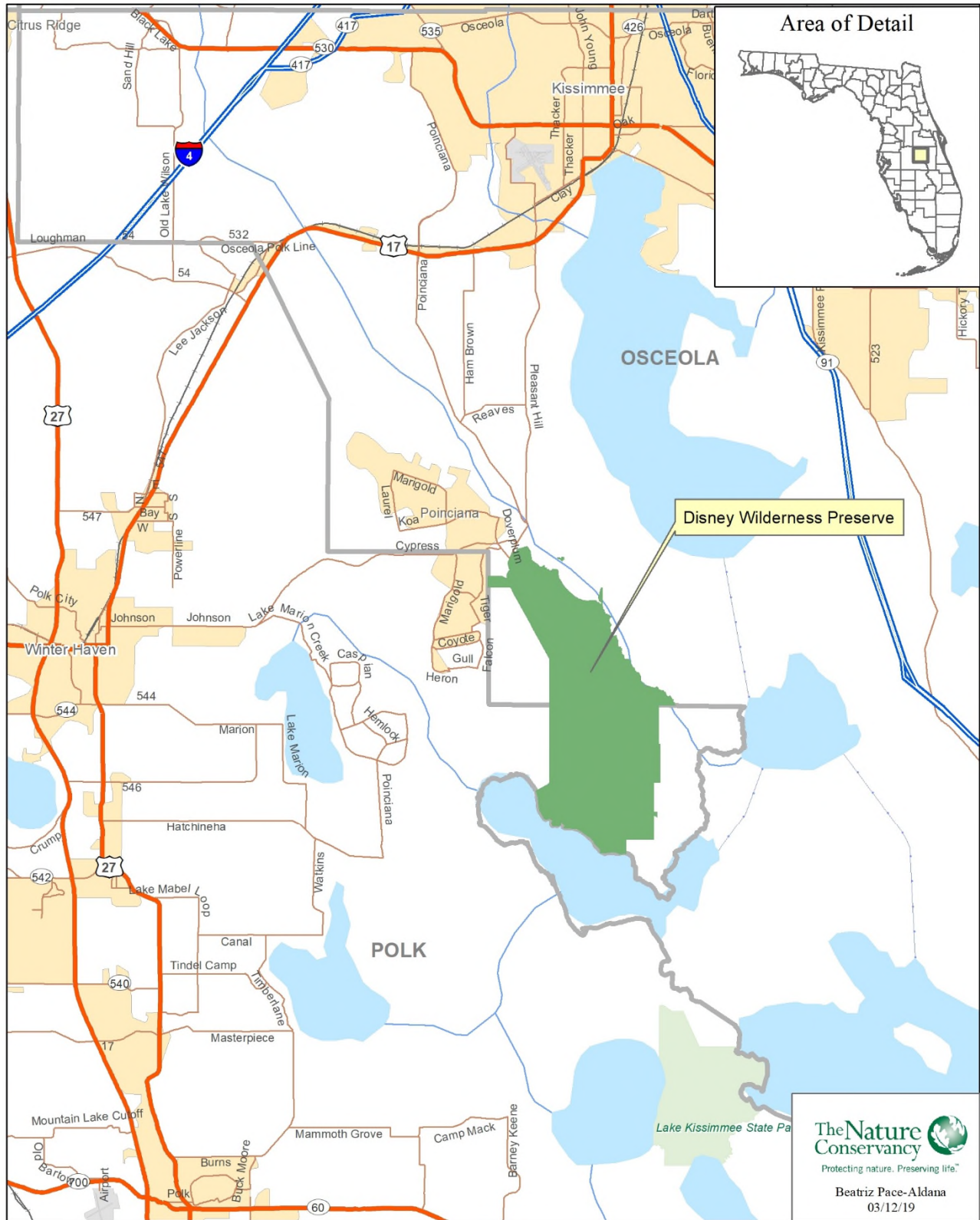
Date: February 25, 2025

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Jennifer Lara-Klimetz*
Deputy Clerk

Print Name: Jennifer Lara-Klimetz

Attachment 1: Location of the Disney Wilderness Preserve in Polk and Osceola Counties, Florida



Attachment 2. Access for STOPR Monitoring at the Disney Wilderness Preserve.





Policies and Procedures for Research Use, Specimen Collection, & Data Requests of The Nature Conservancy's Florida Preserves

The Nature Conservancy is a science-based organization and supports scientific research use at its facilities that are compatible with stewardship management, education, and outreach activities. The policies and procedures outlined in this document are to be followed to conduct on-site research, sample collection, and data requests. These policies and procedures are subject to change, and researchers are responsible for being aware of these changes. Noncompliance of these policies and procedures could jeopardize continuation of your project and future access to TNC sites.

REQUESTING RESEARCH USE

1. **Contact information.** If you are interested in utilizing any of The Nature Conservancy's (TNC) Florida preserve facilities for research or monitoring activities, please contact Beatriz Pace-Aldana, Research Coordinator, at bpace-aldana@tnc.org or at (407) 984-7983. This should be done before submitting any research applications.
2. **Research application.** A research/collection permit application and project description need to be completed and approved prior to starting a research project. Applications are obtained from the Research Coordinator.
3. **Student applicants.** Student research projects (College/University) require a faculty member to submit Research Applications and supporting paperwork. The faculty member will be responsible for all actions and fees of student research. Each student project requires a separate application.
4. **Other required permits.** All relevant permits (institutional, state, federal) need to be provided before an application can be reviewed.
5. **Liability waivers.** All individuals associated with research projects that plan to visit TNC facilities will need to submit a signed TNC liability waiver to the Research Coordinator.
6. **Fees.** A research use fee is applied to approved research activities. Please see Fee Schedule for more information.
7. **Plot markers.** For projects needing to use marking material such as PVC tape/flagging, each project is required to have its own unique marking pattern/color. The Research Coordinator maintains a list of currently reserved marking material. All marking material is to be removed once the research project/activity has been completed.
8. **Project ID.** Once an application has been approved, a project use permit ID will be assigned for each project.
9. **Change to permitted activities.** Requests for any change from permitted activities (e.g., study location, personnel, species of focus, sample collection, project timeline, impact to habitats/species/environment, etc.) must be submitted in writing to the Research

Coordinator for review prior to enacting the change. Updates to institutional (IACUC), state and/or federal permits shall be provided to the Research Coordinator.

GENERAL ACCESS & USE OF PRESERVE FACILITIES

10. **Site orientation.** An initial site visit will be arranged with the Research Coordinator or preserve staff for orientation to site, staff, and facilities once the project is approved. A resource packet will be also provided via email and will contain contact information, maps, and policies & procedures.
11. **Research visit notification.** Researchers are required to sign-in/out at the designated check station kiosk when visiting the following staffed preserve sites: Apalachicola Bluffs & Ravines Preserve, Blowing Rocks Preserve, Disney Wilderness Preserve, or Tiger Creek Preserve. Researchers using these sites should also stop by the preserve office to notify operations staff on the day of their visit. Advance notice is not required.
 - a. **Non-staffed preserve.** A 24-hour notice of intent to visit via text or email is required. See site specific policy & procedures for contact information.
12. **Gate access.** Access to preserves will be either through a combination and/or key lock [see attached site specific requirements for Disney Wilderness Preserve]. Entrance and internal gates should be left as found, unless otherwise stated in the site-specific policies and procedures.
13. **Vehicle Use.** Researchers must provide their own vehicles. Four-wheel drive is necessary and should be used when traveling preserves, except on entrance roads.
 - a. **Speed limits.** Speed limit is restricted to 15 miles an hour unless otherwise posted. Where there is standing water, reduce speeds to 5 mph or less to reduce road deterioration.
 - b. **Authorized roads and parking.** Where vehicles are permitted, visitors must restrict vehicle use to roads marked as authorized on preserve maps. Please do not drive vehicles along trails. Refer to site specific requirements for instructions on parking of vehicles along preserve roads.
 - c. **Leaving of vehicles overnight.** Vehicles needing to be left overnight at a preserve should be arranged with the Operations Coordinator. A designated location will be provided.
 - d. **Road obstructions and puddles.** Please report downed trees or other adverse road conditions to preserve staff as soon as possible. Do not drive around obstructions or puddles.
14. **Plots and other research infrastructure.** Placement of study plots, equipment, or associated structures must be approved by the Research Coordinator before establishment. Proposed locations of plots and equipment and the level of disturbance from the research activity will be evaluated to determine their proximity to wildlife protection zones, existing research areas, etc. The Research Coordinator will provide shapefiles of the areas to be avoided. Refer to site-specific policies and procedures for more information.
15. **Mapping research locations.** Once research locations have been approved, researchers shall provide GPS locations or shapefiles for installed plots, equipment locations, and/or active survey areas to the Research Coordinator.

16. **Historic artifacts.** Removal or disturbance of historic or cultural artifacts (e.g., arrowheads, pottery, etc.) is prohibited.
17. **Biosecurity.** Biosecurity is defined as practical steps that can be taken to minimize the spread of unwanted invasive species. The Nature Conservancy facilities follow these procedures for biosecurity:
 - a. **Introduction of species.** The introduction or use of non-native invasive species (NNIS) not found on specific preserves are prohibited without written approval from TNC.
 - b. **Rinsing of vehicles.** All vehicles and equipment must be thoroughly cleaned of all vegetative debris and soil prior to accessing TNC properties where rinse stations are available. All equipment is subject to inspection by TNC staff prior to entry. Any equipment found to be deficient will not be allowed access. See site specific information for on-site rinse station availability. All vehicles, including ATVs, must be rinsed at the beginning of each visit at designated facilities before leaving the preserve entrance roads. See site specific information for locations of rinse areas.
 - c. **Aquatic flora/fauna.** Aquatic flora/fauna must be removed from nets before they are moved between waters.
 - d. **Use of Aquatic Sampling Equipment.** All aquatic sampling equipment (nets, dredges, etc.) shall be cleaned with a 5% bleach solution followed by a clean water rinse between use in other lakes/ponds/streams, as well as before coming onsite.
 - e. **Use of Boats.** To reduce introduction of nonnative species into the lakes, ponds, and streams, non-Conservancy boats are prohibited from being brought on site unless an individual receives written permission from TNC. If permission has been granted, then the non-Conservancy boat will be required to be quarantined onsite for 30 days before using on lakes or ponds. The boat will also be cleaned with a 5% bleach solution followed by a clean water rinse between use in other lakes/ponds/streams.
18. **Fire management.** All uplands of our preserves are fire managed. Areas to be burned are determined at the beginning of the calendar year. The Conservancy will share its fire management schedule for the year. Researchers will be notified by email/text/kiosk regarding when and where prescribed fires are being conducted on a given day. However, TNC cannot guarantee more than 24 hours' notice before a burn day, and in most cases, notification will occur the morning of the burn.
 - a. TNC will make every effort to avoid damage or loss to research equipment; however, protection of research equipment is the responsibility of the researcher. TNC is not responsible or liable for damage or loss to research plots or equipment.
 - b. Researchers are not permitted on prescribed burns unless approved and coordinated with the burn boss of the fire.
19. **Annual Activity report.** At the end of each calendar year, the Research Coordinator will contact Principal Investigators for information on the types of data collected and results for inclusion in TNC's annual monitoring and research report.

SPECIMEN COLLECTION

20. **Collection for state repositories.** Specimen collection for state repositories (Universities, museums, agencies, NGOs) is allowed (requires application). All state and federal permit requirements do apply. The Conservancy's Research/Collection permit application must be submitted and approved before collection can occur.
21. **Private collection.** Private collection is prohibited.

DATA REQUESTS

22. **Data Utilization Agreement.** Completion of a Data Utilization Agreement is required before TNC data sets can be distributed.
23. **Sharing of TNC data.** The Nature Conservancy data sets that are used for research and in publications shall not be shared.

POST-PROJECT PROCEDURES

24. **Equipment removal.** Once a project or class activity has been completed, all plot markers and equipment must be removed unless otherwise agreed upon by The Nature Conservancy. A fee may also be levied against a researcher if equipment/marketing material is not removed by a specified time. Noncompliance could jeopardize future access to TNC sites.
25. **Equipment returns.** Any equipment, keys, or other items the property of TNC shall be returned at the end of the project.
26. **Publication of research.** Publications resulting from the use of TNC facilities, samples, or data must acknowledge The Nature Conservancy. Researchers should notify the Research Coordinator when publications are available.
27. **Data repository uploads.** Researchers shall notify the Research Coordinator if data generated from their project is uploaded to an open public data repository.

Site-Specific Policies and Procedures for Research Use of The Nature Conservancy's Disney Wilderness Preserve

This document outlines policies and procedures that apply to the Disney Wilderness Preserve in addition to those in the document Policies and Procedures for Research Use, Specimen Collection, & Data Requests of The Nature Conservancy's Florida Preserves. Both the general and these site-specific policies and procedures are subject to change, and researchers are responsible for being aware of these changes. Noncompliance of these policies and procedures could jeopardize continuation of your project and future access to TNC sites.

GENERAL ACCESS & USE OF PRESERVE FACILITIES

1. **Review document:** Policies and Procedures for Research Use, Specimen Collection, & Data Requests of The Nature Conservancy's Florida Preserves.
2. **Preserve entrance gate:** 2700 Scrub Jay Trail, Kissimmee, FL 34759.
 - a. **Business hours access.** The entrance gate is open Monday through Friday 9am to 5pm.
 - b. **Nonbusiness hours access.** For access during nonbusiness hours, researchers may use the combination lock labeled TNC2, which is only on the exit gate. The combination changes monthly; notifications of new lock combinations will be sent monthly via email or text to all researchers with active permits. Do not bypass locks when locking the gate. Entrance & exit gates should be left as found when arriving or exiting the preserve.
3. **Research visit notification.** Researchers are required to sign-in/out at the check station kiosk located behind preserve admin offices (see preserve map for specific location).
4. **Vehicle Use.**
 - a. **Parking on preserve roads.** Please park along the edges of a road, allowing enough space for other vehicles to pass. If there is more than one vehicle, please park on the same side of the road.
 - b. **Road closures.** During the rainy season, prescribed fire or other management activity, there are often temporary road closures. Updated road maps will be posted at the check station kiosk as well as sent via email/text to all researchers with active permits.
 - c. **Interior gates.** Some preserve areas have interior gates without locks. Regardless if they are found open, always close these gates.
 - d. **Reporting of road conditions.** Report areas where your vehicle got stuck but you were able to get out without TNC staff assistance. This information will be used to update road maps with problem areas and to identify road improvement needs.
 - e. **Rinsing of vehicles.** Rinse all vehicles, including ATVs, at the beginning of each visit before leaving the paved entrance road or office/shop area. The vehicle washing station is located by the shop behind the office (See preserve map). Note: the water at the rinse station is rainwater and therefore not potable.
5. **Sensitive wildlife areas.** Research activity is restricted around Red-cockaded Woodpecker (RCW) cavity trees and Bald Eagle nest trees throughout the preserve.

- a. **New research projects.** Survey areas, plots, and other research infrastructure must be placed at the following minimum distances: 100 meters away from RCW cavity trees and 200 meters from Bald Eagle nest trees. Trees for both species are marked with white bands around the trunk. Maps and shapefiles of these trees will be provided to aid in siting of new research areas.
- b. **Listed species impact to research.** RCWs and eagles may create a new cavity or nest tree in an established research area. In these cases, research use of the areas may continue; however, please adhere to the procedures below to minimize disruption to nesting, feeding of chicks, and fledging during the breeding season. Maps of active cavity/nest trees will be provided at the beginning of the breeding season for each species.
 - i. **Red-cockaded Woodpeckers.** During the breeding season (April 1–August 30), all researchers and vehicles must keep at least 100 meters away from active nest trees, which will be flagged for easy identification.
 - ii. **Bald Eagles.** During the eagle nesting season (October 1 – May 15), park vehicles at least 200 meters away from active nests and otherwise remain a minimum distance of 100 meters from the nest.

Attachment 4. Authorized Agent's Indemnity and Release

____(Insert Name)____ (“Authorized Agent”) as Authorized Agent pursuant to the terms of that certain Entry and Access License Agreement entered into on _____ by and between The Nature Conservancy (“Licensor”) and Orange County, Polk County, Tohopekaliga Water Authority, and the Central Florida Tourism Oversight District, hereby agree to indemnify and hold harmless Licensor, its officers, directors, employees, agents and invitees from all claims, loss, damage and expense, including attorney fees and costs, arising from the negligent and wrongful acts or omissions of Authorized Agent's officers, employees and agents in the performance of its duties as Authorized Agent.

Executed this _____ day of _____, 20____.

(Insert name of AUTHORIZED AGENT)

By:

Signature

Title