

A.2 Enrolled Property

A.2.1 Summary of Enrolled Lands

Partner Name and Contact Information:	Florida Department of Transportation Primary contact: Katasha Cornwell 605 Suwannee Street, MS 37, Tallahassee, Florida 32399 850-414-5260 Katasha.Cornwell@dot.state.fl.us
Description of Enrolled Properties (or Attach Detailed Map):	Florida Department of Transportation is enrolling interstates, U.S. highways, state roads, and other limited-access facilities. Any impervious surface areas are excluded from enrollment. See attached map (in Exhibit 2)
Total Acres of Enrolled Properties (all properties covered by permit):	127,500 acres
Total Adopted Acres Target (based on adoption rate):	10,200 acres
General Description of Monarch Habitat on Enrolled Lands:	Suitable monarch butterfly habitat and nectar plants are found on the back slopes of roadsides where vegetation is less frequently maintained by mowing. Florida Department of Transportation also has idle lands such as wet ditches and wildflower areas in medians and roadsides. Monarch habitat is most available along rural roadsides and likely least available along urban and suburban roadsides where vegetation management practices are more frequent.
Duration of Certificate of Inclusion (years from last signature; end date):	Equal to the length of the Permit (effective through April 2, 2045), or until otherwise modified or terminated.
Conservation Measures to be Taken on the Enrolled Lands:	<ul style="list-style-type: none"> - Seeding and planting to restore or create habitat - Brush removal to promote suitable habitat - Prescribed burning to promote suitable habitat - Suitable habitat set-asides or idle lands for one or more growing seasons - Conservation mowing to enhance floral resources during migration and breeding - Targeted herbicide treatment of undesirable vegetation using herbicide best management practices

Adaptive Management Thresholds and Corresponding Management Adjustments	Since optional monitoring data will be collected, adaptive management is recommended when the 90% confidence interval is below region-specific criteria for milkweed stem density per Section 14.2.2, Paragraph 4 of the CCAA/CCA. Florida Department of Transportation will provide an adaptive management summary if warranted.
---	---

A.2.2 Partner Affirmation

By executing this CI, the Partner affirms that it is a Property Owner of the enrolled non-Federal lands as defined by 50 CFR §17.3, which provides that a Property Owner for these purposes is a person or entity with a fee simple, leasehold, or property interest (including owners of water or other natural resources), sufficient to carry out the conservation measures and any other management activities contemplated by this CI, the Agreement and the Permit, subject to applicable State law, on enrolled, non-Federal land. As to enrolled Federal lands, the Partner affirms that it is a person or entity with a leasehold or other property interest sufficient to carry out the conservation measures and any other management activities contemplated by this CI and the Agreement on enrolled lands with underlying Federal ownership.

A.2.3 Additions to Enrolled Lands

The Partner may seek to enroll additional eligible lands in this CI during the enrollment period as set out in Section 4 (Enrolled Lands) of the Agreement.

A.2.4 Transfer of Enrolled Lands

If the Partner transfers its property interest in all or a portion of its enrolled lands, it shall notify UIC as described in Section 9 (Duration of Agreement and Permit) of the Agreement. Coverage under the Permit for such property will be transferred to the new Property Owner of the Agreement.

A.2.5 Termination of Enrolled Lands or this CI

A Partner may terminate enrollment of a property in this CI, or terminate this CI in its entirety, in accordance with Section 4 (Enrolled Lands) of the Agreement. The Program Administrator may also terminate enrollment of a property or this CI as provided in the Agreement. The process and effect of termination of this CI is described in Sections 7 (Obligations of the Parties) and 9 (Duration of Agreement and Permit) of the Agreement.

A.2.6 Revisions to Enrolled Lands

A.2.1 (Partner Application; Summary of Enrolled Lands) may be revised in accordance with the procedures outlined in Section 4 (Enrolled Lands) of the Agreement.

A.3 Participant Agreement to Implement Conservation Measures

The Partner agrees to comply with the requirements of this CI, the Agreement attached, and the Permit. This Agreement includes the Partner's commitment to implement conservation measures on enrolled lands as provided in their application and Section 6 (Conservation Measures) of the Agreement.

The Partner shall also notify and educate all relevant personnel, agents, and contractors about the requirements of this CI and the Agreement, and take steps necessary to ensure that such personnel, agents, and contractors comply with these requirements in their activities on the enrolled lands.

A.4 National Historic Preservation Act

The Partner must comply with all applicable laws and regulations required to protect cultural or archaeological resources pursuant to Section 106 of the National Historic Preservation Act.

A.5 Participant Compliance

A.5.7 Unpaid Administrative Fees

If the Partner fails to remit an annual administrative fee in accordance with Section 4 (Enrolled Lands) or Section 17 (Administrative Fees) of the Agreement, the Program Administrator will notify the Partner of the delinquent payment in writing 15 business days after the due date of the administrative fee. If the delinquent annual administrative fee is not remitted by the Partner within 30 business days of its receipt of the notice, the Program Administrator will issue a Notice of Noncompliance to the Partner and may suspend this CI as to the enrolled lands for which the annual administrative fee has not been paid. Upon receipt of the delinquent annual administrative fee, the Program Administrator will issue a Notice of Reinstatement to the Partner within 15 business days of its receipt of the administrative fee.

A.5.8 Compliance

Compliance Notice

In response to an alleged failure to implement a condition of this Agreement, the Program Administrator may directly contact the Partner or provide written notice to the Partner (the "Compliance Notice"). If provided, the Compliance Notice shall require the Partner to submit, within 30 calendar days of the date of the Compliance Notice or other time specified in the Compliance Notice, a written explanation or statement in response that includes: (a) corrective steps taken by the Partner and results achieved; (b) a schedule and description of corrective steps that will be taken and results expected; or (c) a statement denying that the alleged failure has occurred and additional information supporting the statement.

The Program Administrator shall notify the relevant Service contact of the potential compliance issue at the time they send a written Compliance Notice to the Partner, including any consideration for protecting confidential information as set forth in Section 8 (Confidentiality) of the Agreement. The Program Administrator will determine if further Service coordination is required for resolution.

The Program Administrator shall notify the Partner in writing that the Program Administrator either: (a) accepts the Partner's response and considers the Compliance Notice resolved (a "Notice of Resolution"); or (b) does not accept the Partner's response.

Deficiency Notice

If the Partner fails to timely respond to a Compliance Notice or the Program Administrator does not accept the Partner's response, the Program Administrator may issue a written deficiency notice (the "Deficiency Notice") to the Partner.

The Deficiency Notice shall require the Partner to provide, within 30 calendar days of the date of the Deficiency Notice or other time specified in the Deficiency Notice, a written explanation or statement in response that includes: (a) corrective steps taken by the Partner and results achieved; (b) a schedule and description of corrective steps that will be taken and results expected; or (c) a statement denying that the alleged failure has occurred with additional information supporting the statement and a request for discussions.

After coordination with the Advisory Committee and the Service, if necessary, the Program Administrator shall notify the Partner in writing that the Program Administrator either: (a) accepts the Partner's response and provides a Notice of Resolution; or (b) does not accept the Partner's response

Notice of Noncompliance

If the Partner fails to respond to Deficiency Notice or the Program Administrator either does not accept the Partner's response or cannot resolve the issue with the Partner through discussions, then the Program Administrator shall issue a written notice of noncompliance (the "Notice of Noncompliance")

The Notice of Noncompliance shall require the Partner to submit, within 30 calendar days of receipt of the Notice of Noncompliance or other time specified in the Notice of Noncompliance, a written explanation or statement in response that includes: (a) corrective steps taken by the Partner and results achieved; (b) a schedule and description of corrective steps that will be taken and results expected; or (c) a statement denying that the alleged failure has occurred with additional information supporting the statement and a request for discussions.

The Advisory Committee will make a recommendation to the Program Administrator regarding whether to accept the Partner's response to the Notice of Noncompliance. The Program Administrator, with input from the Advisory Committee, will make a determination on whether to accept the Partner's response. The Program Administrator shall notify the Partner in writing that the Program Administrator either: (a) accepts the Partner's response and provides a Notice of Resolution; or (b) does not accept the Partner's response.

If the Program Administrator does not accept the Partner's response or the Partner fails to comply with the Notice of Noncompliance, the Notice of Noncompliance will be considered unresolved and the Partner may be subject to termination as described in Section 9 (Duration of Agreement and Permit) of the Agreement and section A.6 of this CI.

Advisory Committee and Program Administrator Review

At any time before a response is due to the Program Administrator, the Partner may seek review of any Compliance Notice, Deficiency Notice, Notice of Noncompliance or Notice of Proposed Termination by submitting a written request to the Advisory Committee. The Program Administrator and the Partner each may prepare a statement of position for review by the Advisory Committee or request a face-to-face review. The Advisory Committee shall review statements, information provided in a face-to-face and other information available to it and issue a recommendation to the Program Administrator, including any recommended corrective action.

The Program Administrator shall review the recommendation of the Advisory Committee, confer with the relevant Service contact or its designee, and issue its findings and any required corrective action in writing (the "Findings").

The Partner and the Program Administrator shall comply with the Findings. If the Partner complies with the Findings within 30 calendar days of its receipt of the Findings, the Program Administrator shall issue a written Notice of Resolution to the Partner.

In the event the Partner fails to comply with the Findings issued for a Compliance Notice or a Deficiency Notice within 30 calendar days of its receipt of the Findings, the Program Administrator may implement the provisions of section A.5.8 of this CI, subparagraphs titled ***Deficiency Notice*** and/or ***Notice of Noncompliance***, as applicable.

If the Partner fails to comply with the Findings issued for a Notice of Noncompliance within 30 calendar days of its receipt of the findings, the Notice of Noncompliance will be considered unresolved and the Partner may be subject to termination as described in Section 9 (Duration of Agreement and Permit) of the Agreement and section A.6 of this CI.

Content and Service of Notices, and Management of Notices and Responses

All Compliance Notices, Deficiency Notices, Notices of Noncompliance, and Notices of Proposed Termination shall be sent either electronically or by U.S. mail, with a return receipt, to the company contact designated in this CI. All Compliance Notices, Deficiency Notices, and Notices of Noncompliance shall concisely identify the terms or conditions of this Agreement or the Certificate of Inclusion that the Program Administrator believes the Partner has not implemented.

A.6 Termination for Noncompliance

Lands enrolled under this CI may include tens or hundreds of thousands of acres. If a Notice of Noncompliance issued to the Partner is considered unresolved as provided in section A.5.8 of this CI, subparagraphs titled **Notice of Noncompliance** and **Advisory Committee and Program Administrator Review**, an appropriate action may be to terminate this CI as it relates to the individual easement(s), lease(s) or parcel(s) of land on which the Partner's noncompliance occurred. Depending on the scale or scope of the violations, the noncompliance may result in termination of some or all of this CI. The Program Administrator and the Service, however, recognize that termination of this entire CI is a severe and dramatic action limited to unusual circumstances after all efforts to address noncompliance have been exhausted.

The Program Administrator shall notify the Partner in writing of the proposed termination within 30 calendar days of the date the Notice of Noncompliance is considered unresolved (the Notice of Proposed Termination"). The Notice of Proposed Termination shall be sent to the Partner by certified or registered mail addressed to the company contact designated in this CI. The Notice of Proposed Termination shall identify the lands for which this CI will be terminated and the reason(s) for the termination. Upon receipt of the Notice of Proposed Termination, the Partner may file written objection to the proposed action within 45 calendar days of the date the Partner receives the Notice of Proposed Termination. The objection must state the reasons why the Partner objects to the proposed termination and may include supporting documentation. The Advisory Committee will review the written objection and all documentation and will issue a recommendation to the Program Administrator on the proposed termination.

The Program Administrator will confer with the relevant Service CCAA/CCA Coordinator. The Program Administrator will make a decision on the proposed termination within 45 calendar days after the end of the 45-calendar day objection period and notify the Partner in writing of its decision and the reasons thereto. The Partner reserves the right to any and all legal remedies, whether at law or in equity, arising from the Program Administrator's decision to terminate some or all of this CI.

A.7 Property Access

The Partner agrees to provide access to enrolled lands at mutually agreeable times as provided in Section 7.3 of the Agreement.

A.8 No Waiver

The Partner, by entering into this CI, does not concede its agreement with, or endorsement of, any or all of the underlying studies and conclusions in the Agreement. Further, the Partner does not waive any legal rights or remedies that may exist outside of this CI. The Partner is also not responsible for work being accomplished by the Service, the Program Administrator or any third parties using the Partners' contributed funds.

A.9 Release

If at any time any administrative or legal challenge to the Agreement prevents the implementation of this CI, the Partner shall be excused from its performance and shall release the signatories of the Agreement and CI from any legal claims of the Partner's related to this CI and CCAA/CCA. If at any time any administrative or legal challenge to the Agreement prevents the implementation of this CI, the Program Administrator agrees to release the Partner from any legal claims related to this CI and CCAA/CCA. The Partner's obligation to make payments of administrative fees as described in Section 17 (Administrative Fees) of the Agreement shall be suspended if any administrative or judicial challenge prevents the implementation of the Agreement or its CIs. If the Partner voluntarily terminates the Agreement, or the

Partner is terminated for nonperformance or noncompliance, all funds paid by that Partner will be retained by the Program Administrator for use in CCAA/CCA administration or monarch conservation. In the event of an external termination of the Agreement (e.g. transfer of the Agreement, or lack of conservation need), the Program Administrator will work with Partners to determine the appropriate refund amounts for any pre-paid annual administrative fees beyond the final year of the Agreement, or Program Administrator involvement.

A.10 Amendment

As described in Section 10 (Adaptive Management) of the Agreement, the effectiveness of the conservation measures in the Agreement will be reviewed by the Program Administrator, the Service, and Partners periodically over the life of the Agreement. However, changes to the Agreement in effect at the time after the Partner executes this CI may only be applied to the Partner upon its written consent. This CI, except for Exhibit 2 (CCAA/CCA), may be amended with the written consent of each of the Parties hereto. Exhibit 1 may be revised in accordance with the procedures outlined in Section 4 (Enrolled Lands) of the Agreement. The Parties agree to process requests for amendments in a timely manner. This CI will only be amended upon written agreement of both the Program Administrator and the Partner. This CI may also be amended to accommodate changes to applicable legal requirements, including but not limited to the Endangered Species Act, the National Environmental Policy Act, and the Service's permit regulations at 50 CFR § 13 and 50 CFR § 17. The proposer of the amendment shall provide a statement describing the proposed amendment and the reasons for it.

A.11 Multiple Originals

This CI may be executed in any number of multiple originals. A complete original of this CI shall be maintained in the records of each of the Parties hereto.

A.12 Reporting Requirements

The Partner will comply with the reporting requirements outlined in Section 14 (Monitoring Provisions) of the Agreement. The first required annual report shall be filed by the Partner on or before January 31 of the year following the year this CI is executed.

A.13 Confidentiality

The Parties recognize that energy and transportation infrastructure information is confidential and sensitive business information held and not routinely disclosed and may be exempt from disclosure under the Federal and/or Illinois Freedom of Information Act (FOIA) and/or the Florida Public Records Act. Such confidential, proprietary, and sensitive business information includes but is not limited to the following:

- Any maps depicting lands enrolled by an individual Partner that specifically identify the Partner, or specific location of lands;
- Information describing critical infrastructure information, or critical energy/electric infrastructure information designations;
- Identifying information about an individual Partner's acreage and its specific location or position; or
- Any information that contains proprietary business information as identified and designated by the Partner supplying that information.

Partners should prominently mark each page of these documents as "Proprietary/Not for Release" as appropriate. Accordingly, the Program Administrator shall limit access to the foregoing information to only employees or agents of the Program Administrator, and the Partner that provided the information, unless

otherwise authorized in writing by the Partner, or as may be required by law, court order or administrative action. The Program Administrator shall only allow such access to the information via methods allowed by the applicable Partner(s) and solely for the purpose of allowing the relevant and particular information for monitoring and reporting, as described herein. The Program Administrator will not authorize anyone to download, possess, or distribute the information, unless otherwise authorized in writing by the Partner.

The Service and the Program Administrator shall take all reasonable steps to maintain confidentiality under the relevant laws, as well as the Service and the Program Administrator, and their employees and/or agents. Neither the Service nor the Program Administrator are responsible for any information ultimately subject to disclosure under the relevant public open record laws.

For disputes and resolutions being reviewed by the Advisory Committee, the Program Administrator will take similar confidentiality measures when considering the sharing of information with Partners acting within the capacity of the Advisory Committee, and involved with reviews or compliance considerations being considered. The Program Administrator shall only allow such access to the information via methods allowed by the applicable Partner(s) and solely for the purpose of allowing the relevant and particular information for the specified request provided in writing.

If the Service, or the Program Administrator, receives a request under the Federal FOIA, or UIC receives a request under the Illinois FOIA for information which the Partner has identified as potentially confidential in this section, and has responsive documents in its possession containing such information, and as time allows, the Service or the Program Administrator will consult with the Partner that submitted the information and provide an opportunity for the Partner to object to disclosure prior to determining if the information is exempt from disclosure pursuant to the Freedom of Information Act, pursuant to applicable exemptions in the Federal or Illinois FOIA Acts, and/or pursuant to the Florida Public Records Act. Additional information regarding the Service's process for responding to Freedom of Information Act requests for possibly confidential information is set out at 43 CFR 2.26-2.36 (2013).

A.14 Contacts

Any notice permitted or required by this CI, the Agreement or the Permit shall be transmitted within any time limits described in this CI, the Agreement or the Permit to the persons set forth below. Notice may be provided electronically (via email) or in writing unless the form of notice is otherwise identified in this CI, the Agreement or the Permit. Any notice provided by electronic mail is deemed received upon the sender's receipt of an electronic mail from the intended recipient confirming delivery. Lack of receipt within five (5) business days may result in follow up via phone call, or a duplicate notice provided in writing. Notice in writing shall be deemed given five (5) business days after deposit in the United States mail, sent certified and postage prepaid, and return receipt requested. All notices and correspondence will be addressed to the contacts listed below. Should either party designate other contacts for day-to-day communications, that notification will be sent to the Program Administrator in writing similar to other notices outlined here:

Partner: Florida Department of Transportation

Contact Name: Katasha Cornwell

Title: State Environmental Process Administrator

Address: 605 Suwannee Street, MS 37
Tallahassee, FL 32399

Telephone: 850-414-5260

Fax: _____

Email: katasha.cornwell@dot.state.fl.us

UIC/Permit Holder Representative:

Contact Name: Iris Caldwell

Title: Program Manager – Sustainable Landscapes

Address: Energy Resources Center, University of Illinois Chicago
1309 S Halsted St, M/C 156
Chicago, IL 60607


Telephone: (312) 355-1483

Fax: (312) 996-5620

Email: iriscald@uic.edu

A.15 Signatures

IN WITNESS WHEREOF THE PARTIES HERETO have executed this Certificate of Inclusion to be in effect on the date of the last signature below.

DocuSigned by:
 06/12/2024 | 2:24 PM EDT

Partner and Affiliation Date

 10/18/2024

Program Administrator/Permit Holder Representative Date