

**NINTH AMENDMENT TO
ENCROACHMENT MANAGEMENT AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
AND
CONSERVATION FLORIDA AND POLK COUNTY**

This **NINTH AMENDMENT TO ENCROACHMENT MANAGEMENT AGREEMENT** (“**Ninth Amendment**”) is made between **THE UNITED STATES OF AMERICA**, acting by and through the **SECRETARY OF THE AIR FORCE** (the “**Air Force**”), and **CONSERVATION FLORIDA**, a non-profit corporation incorporated in the State of Florida (“**Conservation Florida**” or “**Eligible Entity**”), and **POLK COUNTY**, a Political subdivision of the State of Florida (“**Polk County**” or “**Eligible Entity**”). Conservation Florida and Polk County are each individually called an “**Eligible Entity**” or collectively referred to as the “**Eligible Entities**”. The Air Force and Eligible Entities are sometimes collectively referred to as the “**Parties**,” or each may be referred to as a “**Party**,” in this Ninth Amendment.

WITNESSETH:

WHEREAS, the Air Force and Conservation Florida entered into that certain Encroachment Management Agreement dated September 23, 2020, as amended by that certain First Amendment to Encroachment Management Agreement dated June 5, 2021, Second Amendment to Encroachment Management Agreement dated August 26, 2021, Third Amendment to Encroachment Management Agreement dated March 17, 2022, Fourth Amendment to Encroachment Management Agreement dated September 28, 2022, Fifth Amendment to Encroachment Management Agreement dated April 12, 2023, Sixth Amendment to Encroachment Management Agreement dated September 11, 2023, Seventh Amendment to Encroachment Management Agreement dated April 30, 2025, and Eighth Amendment to Encroachment Management Agreement dated August 5, 2025 (collectively, the “**Agreement**”);

WHEREAS, the Agreement serves as the basis for the obligation of funds for the purpose of carrying out the Agreement as provided in Article 4, Article 5, and Article 6; which also provides that the Air Force notify the Eligible Entity when appropriations are available;

WHEREAS, pursuant to such purposes, the Parties hereby amend the Agreement to incorporate the additional funding amounts for fiscal year 2026 (“**FY26**”) as set forth herein;

WHEREAS, the Parties agree that this Ninth Amendment shall not otherwise modify the provisions of the Agreement, except as expressly provided herein.

NOW THEREFORE, for and in consideration of good and valuable consideration, mutual covenants and promises of the Parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to this Ninth Amendment as follows:

1. The above recitals are true and correct.

2. Section 6.2.7 is added to the Agreement as follows:

In FY26, the Air Force agrees to provide an additional **ONE MILLION THREE HUNDRED THOUSAND DOLLARS (\$1,300,000.00)** of **AIR FORCE REPI FUNDS** towards the purpose and scope of the Agreement.

3. Section 10.6 of the Encroachment Management Agreement is deleted and replaced with the following new section:

10.6. Agreement Administration/Amendments. Amendments or modifications to this Agreement shall follow these procedures: The party who wishes to amend this Agreement shall, upon reasonable notice of the proposed amendment to the other parties, confer in good faith with the other parties to determine the desirability of the proposed amendment. The Agreement can only be amended by the mutual consent of the Parties, and such amendments shall not be effective until a written amendment is signed by both Agreement signatories, or their authorized successors. Notwithstanding the foregoing, as per Section 6.2 the DAF may unilaterally amend this Agreement to document additional FY funding that becomes available to obligate with such amendment to this Agreement. If DAF elects to do so, the DAF will forward a copy of the amendment to the Eligible Entity upon execution by the DAF.

4. All other terms of the Agreement remain unchanged and in full force and effect and are hereby ratified and confirmed as of the Effective Date of this Ninth Amendment.

5. The Effective Date of this Ninth Amendment shall be the date upon which the last of the Parties executes this Ninth Amendment.

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[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have caused this Ninth Amendment to be executed in their names as of the day and year indicated below.

“ELIGIBLE ENTITY”

CONSERVATION FLORIDA, a non-profit corporation incorporated in the State of Florida

By: _____

TRACI DEEN

Executive Director/CEO

Date: _____

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[SIGNATURES FOLLOW]

“ELIGIBLE ENTITY”

**POLK COUNTY, a political subdivision of
the State of Florida**

By: _____

Chair

Board of County Commissioners

Date: _____

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[SIGNATURES FOLLOW]

“AIR FORCE”

THE UNITED STATES OF AMERICA, acting
by and through **THE SECRETARY OF THE AIR
FORCE**

By: _____

BRENDA L. ROESCH
Director, Installations
Air Force Civil Engineer Center

Date: _____

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