

Return to:  
Orange County Housing  
and Community Development Division  
701 E. South Street Orlando, FL 32801-2891  
Attn: Angela Abrusci

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**FIRST AMENDMENT**  
*to*  
**PROGRAM ADMINISTRATION SUBRECIPIENT AGREEMENT**  
*between*  
**ORANGE COUNTY, FLORIDA**  
*and*  
**GRAND AVENUE ECONOMIC COMMUNITY DEVELOPMENT CORP.**  
*Regarding the*  
**STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM (SHIP)**  
*and HURRICANE HOUSING RECOVERY PROGRAM (HHRP)*  
**DISASTER ASSISTANCE AGREEMENT – RENTAL HOUSING REHABILITATION**  
**SHIP Allocation Year 2022-2023**

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**THIS FIRST AMENDMENT to PROGRAM ADMINISTRATION SUBRECIPIENT AGREEMENT (“Amendment”)** is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, located at 201 South Rosalind Avenue, Orlando, FL 32802 (hereinafter “**County**”), and **GRAND AVENUE ECONOMIC COMMUNITY DEVELOPMENT CORP.**, a qualified not-for-profit corporation registered under the laws of the State of Florida and located at 3200 W. Colonial Dr., Orlando, FL 32808 (hereinafter “**Subrecipient**” or “**Agency**”). The County and Agency may be referred to individually as “**party**” of collectively as “**parties.**”

**RECITALS**

**WHEREAS**, the County and the Agency entered into that certain Program Administration Subrecipient Agreement between Orange County, Florida and Grand Avenue Economic Community Development Corp. regarding the State Housing Initiatives Partnership Program (“SHIP”) and Hurricane Housing Recovery Program (“HHRP”) Disaster Assistance Agreement for Major Housing Rehabilitation dated December 17, 2024 (“**Rental Housing Rehabilitation Agreement**” or “**Agreement**”), for the specific purpose of providing SHIP and HHRP disaster assistance funds for the costs associated with the Rental Housing Rehabilitation Program (the “**Program**”) for qualified very low- to low-income individuals affected by Hurricane Ian; and

**WHEREAS**, the Agency contracted under the Agreement to act as the Program Administrator to administer the Program to qualified very-low and low-income individuals and households (up to 80% Area Median Income, with a focus on households under 50% of the Area

Median Income) to assist in repairing weather damage by replacing exterior steel doors and door hardware on 180 units of the Maxwell Garden apartments complex; and

**WHEREAS,** the Agency completed rehabilitation activities outlined in the Agreement under budget, with some funds remaining unspent; and

**WHEREAS,** the Agency has identified additional Hurricane-related work needed for the Maxwell Garden apartment complex, to include replacement of roofs on apartment buildings and replacement of some air-conditioning units; and

**WHEREAS,** the Agency has requested a written extension to the established Completion Date of September 30, 2025, and the request was approved by the Manager of the Housing and Community Development Division, as permitted in Section 6.1 of the Agreement; and

**WHEREAS,** the parties now desire to utilize unspent funds under the Rental Housing Rehabilitation Program to complete this additional work; and

**WHEREAS,** pursuant to Subsection 10.21 of the Rental Housing Rehabilitation Agreement, no modification shall be binding upon any party unless reduced to writing and signed by a duly authorized representative of each party; and

**WHEREAS,** each of the parties hereby agree to modify the terms of the Rental Housing Rehabilitation Agreement as set forth in this Amendment.

**NOW THEREFORE,** in consideration of the mutual covenants and promises set forth in this Amendment, and for the good and valuable consideration, the sufficiency and receipt of which the parties hereby acknowledge, the County and Agency agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein as a material part of this Amendment.

**Section 2. Definitions.** Any capitalized terms not otherwise defined in this Amendment shall have the meanings assigned to such terms in the Rental Housing Rehabilitation Agreement.

**Section 3. Purpose.** The purpose of this Amendment is to amend and modify the terms of the Rental Housing Rehabilitation Agreement.

**Section 4. Form of Modifications.** Throughout this Amendment, additions to the original language of the Major Housing Rehabilitation Agreement are shown with underline and deletions are shown with ~~strike through~~. Sections of the Rental Housing Rehabilitation Agreement not modified in this Amendment shall remain unchanged.

**A. Subsection 4.1.a** is hereby amended as follows:

**4.1 Activities.**

- a. The Agency shall offer the “**Rental Housing Rehabilitation Program**” to qualified very low- and low-income individuals and households (up to 80% Area Median Income, with a focus on households under 50% of the Area Median Income) to assist in

repairing weather damage by replacing exterior steel doors and door hardware, removal and replacement of existing Packaged Terminal Air Conditioning (PTAC) units, and removal and replacement of the roofing system to the Maxwell Garden apartments complex that sustained damage throughout multiple hurricanes including the Hurricane Ian event and preserving the existing affordable housing stock for up to one hundred eighty-seven (180187) unduplicated households. The Agency shall endeavor to provide Program services to persons with special needs, including persons with developmental disabilities, as required under Section 420.975(5)(d), Florida Statutes.

**B. Subsection 5.1.a** is hereby amended as follows:

**5.1 Use of Subaward Funds.**

a. The Agency shall use the Subaward funds received under this Agreement only for the Program purpose of providing rehabilitation construction services to approximately one hundred eighty-seven (180187) eligible, qualified, rental homes damaged by the Hurricane Ian event and in accordance with the SHIP Act, SHIP Rules, the County's LHAP, and this Agreement.

**C. Section 6.1** is hereby amended as follows:

6.1 **Term.** The “**Term**” of this Agreement shall be from the date executed by the County through ~~September 30, 2025~~ **December 31, 2025** (“**Completion Date**”). All requests for extension must be submitted in writing to the HCD Manager for approval no less than forty-five (45) days prior to the established Completion Date. Any such extension of the Completion Date approved by the HCD Manager will be done in writing and may not extend beyond what is allowed under the State Award.

**D. Exhibit “B” (“Scope of Work”)** is replaced in its entirety by **Exhibit “B”** attached to this Amendment.

**Section 5. General Terms.**

- A. Representations and Warranties.** The parties hereby affirm and declare that all representations and warranties contained in the Rental Housing Rehabilitation Agreement, as modified in this Amendment, remain true and correct as of this Amendment's execution date.
- B. No Waiver.** Nothing contained in this Amendment waives any covenant or other default or any event that would become a default with the passage of time or the giving of notice under the Rental Housing Rehabilitation Agreement.
- C. Severability.** The provisions of this Amendment are declared by the parties to be severable. However, the material provisions of this Amendment are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Amendment. Therefore, should any material term, provision, covenant or condition of this Amendment be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding.

- D. Counterparts.** This Amendment may be executed in separate counterparts, all of which taken together shall be deemed to constitute one and the same instrument.
- E. Effective Date, Conflicts, and Full Force.** This Amendment is hereby made a part of the Rental Housing Rehabilitation Agreement and shall take effect upon execution by the last of the parties (the “Effective Date”). All provisions in this Amendment, any attachments to the Rental Housing Rehabilitation Agreement, or any previous amendments that are in conflict with this Amendment are hereby deemed to be changed to conform to this Amendment. Except as expressly modified in this Amendment, the Rental Housing Rehabilitation Agreement remains intact, unchanged, and in full force and effect.

**[SIGNATURES ON THE FOLLOWING PAGES]**

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be executed by their duly authorized officials on the dates set forth below.

**ORANGE COUNTY, FLORIDA**

By: Orange County Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

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

BY: \_\_\_\_\_  
Deputy Clerk

**[REMAINING SIGNATURES ON THE FOLLOWING PAGES]**

GRAND AVENUE ECONOMIC COMMUNITY  
DEVELOPMENT CORP.

BY: Carl W. Falconer  
Name: Carl W. Falconer  
Title: President & CEO

DATE: 27 OCT 25

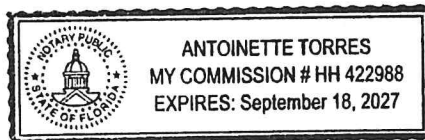
NOTARY:

STATE OF: Florida  
COUNTY OF: Orange ) SS )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
☐ online notarization on this 27 day of October, 20 25, by Carl W.  
Falconer, President & CEO of Grand Avenue Economic Community Development Corp., on  
behalf of the company who is:

☒ Personally Known  
☐ Produced Identification. ID Type: \_\_\_\_\_

Antoinette Torres  
Signature Notary Public  
Print, Type/Stamp Name of Notary



## **EXHIBIT “B” SCOPE OF WORK**

The proposed Project consists of rehabilitation activities (replacement of exterior steel doors and door hardware; replacement of air-conditioning units; and roof replacement on one or more buildings) on the Maxwell Garden apartment complex that provides housing to very low and low-income individuals, to include those who were previously homeless. The apartment complex consists of a total of 205 units – 180 efficiency apartments and 25 traditional single-room occupancy units, with private bedrooms and communal living areas.

The proposed Project will provide enhanced accessibility and improve efficiency and resiliency of each unit by eliminating gaps and drafts caused by the old doors that suffered weather damage throughout multiple hurricanes (specifically Hurricane Ian), resulting in rust and warping, and by providing added security for the residents.

The proposed Project under this Agreement consists of the following activities:

- Replace exterior steel doors of 180 units, consistent with requirements of the Florida Building Code as they relate to wind loading and the use of select materials approved by the Code (and displaying a trackable Florida product approval code);
- Replace door hardware of 180 units-;
- Replacement of air conditioning units on up to 187 units; and
- Roof replacement on one or more buildings.

The proposed Project is located at 4049 S. Orange Blossom Trail, Orlando, Florida 32839, and it has the following parcel identification and legal description:

**Parcel ID#:** 10-23-29-0000-00-002

**Legal Description:** ANGEILT ADD NO 2 J/124 S 90 FT OF W 395 FT OF BLK 106 & W 660 FT OF N 210 FT OF S 240 FT OF SE1/4 OF NE1/4 & VAC R/W ON S PER OR 967/608 (LESS ALL THAT PT LYING IN R/W FOR HY 441) IN SEC 10-23-29

**Parcel Size:** 4.08 acres (+/-) (portion of)

**Output:** Full completion of all of the above-referenced activities by the Project Completion Date (see **Article VI, Section 6.1** of the Agreement).

**Outcome:** Provision of safe, decent, and resilient affordable rental housing units to very low and low -income individuals; to include those who were previously homeless by improving the livability, safety, and functionality of the existing apartment buildings.