



Legislation Text

File #: 26-0296, **Version:** 1

Interoffice Memorandum

DATE: February 18, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Tanya Wilson, AICP, Director, Planning, Environmental, and Development Services Department

CONTACT: Mitchell Glasser, Manager

PHONE: 407-836-5190

DIVISION: Housing and Community Development Division

ACTION REQUESTED:

Approval and execution of Second 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 to increase the original budget by \$135,909, for a total revised amount of \$626,109. District 3. (Housing and Community Development Division)

PROJECT: Second Amendment to Program Administration Subrecipient Agreement Grand Avenue Economic Community Development Corp.

PURPOSE: On December 17, 2024, the County entered into a Program Administration Subrecipient Agreement with Grand Avenue Economic Community Development Corp. (the Agency) to utilize \$490,200 in State Housing Initiatives Partnership (SHIP) and Hurricane Housing Recovery Program (HHRP) funds to address weather damage to the affordable housing stock at the Maxwell Garden apartment complex, managed by the Agency, which provides permanent housing to very low and low-income households.

On December 16, 2025, the Board approved a first amendment to revise the scope of work to include roof and package terminal air-conditioning improvements. This agenda item seeks Board approval of a second amendment to allocate an additional \$135,909 in HHRP funds to complete the additional scope of work added in the first amendment. Upon approval, the total agreement amount will be

\$626,109.

In addition, an error in the calculation of the indirect costs in Exhibit "A" was discovered and is being amended to reflect the corrected calculation in the updated amount. The Second Amendment to the Agreement requires Board approval

BUDGET: N/A

SECOND 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

THIS SECOND 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**” or 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 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 at the granted amount of \$490,200.00 (“**Project**”); and

WHEREAS, the Agency completed rehabilitation activities outlined in the Agreement under budget, with \$338,050.00 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 ("**Additional Project**"); and

WHEREAS, the Agency has requested a written extension from the established Completion Date of September 30, 2025, to June 30, 2026, 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, a First Amendment to the Agreement was approved by the Board of County Commissioners on December 16, 2025, to change the Term and Scope of Work of the Project; and

WHEREAS, a scrivener's error of the extended Completion Date was discovered in the First Amendment, and the correction is noted in this Second Amendment from December 31, 2025 to December 31, 2026; and

WHEREAS, the Additional Project has demonstrated a budget gap of \$135,909.00 due to the change in the Scope of Work; and

WHEREAS, to help finance the Additional Project, the Board now desires to allocate and grant an additional **One Hundred Thirty-Five Thousand Nine Hundred Nine Dollars and Zero Cents (\$135,909.00)** in HHRP funds to close the budget gap for the Agency to complete the Additional Project; and

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

WHEREAS, during the Second Amendment process an error was discovered in the calculation of the Indirect Costs in Exhibit "A"; and

WHEREAS, the parties now desire to amend the Agreement to reflect the corrected calculation in the updated Indirect Costs in Exhibit "A"; 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. 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. Section 3. Program Funding and Payments, Subsection 3.1 is hereby amended as follows:

3.1 The County has awarded the Agency a total amount not to exceed ~~Four Hundred Ninety Thousand, Two Hundred Dollars and Zero Cents (\$490,200.00)~~ Six Hundred Twenty Six Thousand One Hundred Nine Dollars and Zero Cents (\$626,109.00) from the State Award to be used by the Agency for Additional Program services in accordance with the terms of this Agreement including the *Budget* attached to this Agreement as “**Exhibit A**” (herein after referred to as the “**Subaward**”).

Section 4. 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*
for Jerry L. Demings
Orange County Mayor

Date: March 10, 2026

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

BY: *Jennifer Ann - Kinney*
Deputy Clerk

GRAND AVENUE ECONOMIC COMMUNITY DEVELOPMENT CORP.

BY: Carl W. Falconer

Name: Carl W. Falconer

Title: President & CEO

DATE: 1/23/26

NOTARY:

STATE OF: Florida)
COUNTY OF: Orange) SS

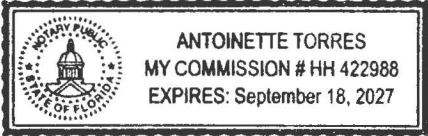
The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 23 day of January, 2026, by Carl W. Falconer, President & CEO of Grand Avenue Economic Community Development Corp., on behalf of the company who is:

- Personally Known
- Produced Identification. ID Type: _____

Antoinette Torres

Signature Notary Public

Print, Type/Stamp Name of Notary



**EXHIBIT "A"
PROJECT BUDGET**

**GRAND AVENUE ECONOMIC COMMUNITY DEVELOPMENT CORP.
2022 STATE HOUSING INITIATIVES PARTNERSHIP (SHIP)
HURRICANE HOUSING RECOVERY PROGRAM (HHRP)**

Direct Costs	Total Cost	
Construction and repair costs associated with the Rehabilitation Project, to include client service expenses (salaries of service delivery personnel and associated payroll taxes)	\$485,280	<u>\$563,498.10</u>
Indirect Costs – Administration (10%)	\$4,920	<u>\$62,610.90</u>
TOTAL BUDGET	\$490,200	<u>\$626,109</u>

FUNDING ELIGIBLE ACTIVITIES:

The average cost per unit is approximately ~~\$2,723~~ \$3,478.38, and no more than \$20,000 per unit. Any changes to the maximum per unit cost must be approved on a case-by-case basis by the Housing and Community Development Division Manager based on the justification provided by the Agency.