



Legislation Text

File #: 25-1093, **Version:** 1

Interoffice Memorandum

DATE: July 30, 2025

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 1) First Amendment to Program Administration Subrecipient Agreement between Orange County, Florida and Habitat for Humanity Greater Orlando and Osceola County, Inc. regarding the State Housing Initiatives Partnership Program (SHIP) and Hurricane Housing Recovery Program (HHRP) Disaster Assistance Agreement - Roof Replacement SHIP Allocation Year 2022-2023 and 2) First Amendment to Program Administration Subrecipient Agreement between Orange County, Florida and Habitat for Humanity Greater Orlando and Osceola County, Inc. regarding the State Housing Initiatives Partnership Program (SHIP) and Hurricane Housing Recovery Program (HHRP) Disaster Assistance Agreement - Major Housing Rehabilitation SHIP Allocation Year 2022-2023. All Districts. (Housing and Community Development Division)

PROJECT: First Amendments to Program Administration Subrecipient Agreement Habitat for Humanity Greater Orlando and Osceola County, Inc.

PURPOSE: On January 23, 2023, Orange County received an allocation of \$2,161,534 as part of the Hurricane Housing Recovery Program (HHRP). The HHRP funds were to be administered in accordance with the State Housing Initiative Partnership (SHIP) Program requirements to address damages to the affordable housing stock caused by Hurricane Ian and/or Nicole. Some of the eligible purposes for the expenditure of funds include repair and replacement of housing, to include rental and owner-occupied units.

On December 17, 2024, the County entered into two project administration subrecipient agreements

with Habitat for Humanity Greater Orlando and Osceola County, Inc. (“Agency”) to utilize a portion of HHRP funds for homeowner housing rehabilitation activities. More specifically, the Agency was awarded \$669,462 to implement a County-wide Roof Replacement Program for qualified households, and \$760,538 to implement a County-wide Major Housing Rehabilitation Program for qualified households.

As the implementation of these programs began, the Agency experienced a much higher need for rehabilitation activities that go beyond the limited scope of the Roof Replacement Program. Since there was funding available under the Roof Replacement Program, and there was also a higher need for Major Housing Rehabilitation Program services, the Agency proposed to reallocate funds between two agreements by reducing the amount of funds allocated to the Roof Replacement Program by \$649,754.41 and increasing the amount of funds allocated to the Major Housing Rehabilitation Program by the same amount. The proposed changes to the Agreement budgets require amendments to be approved by the Board. The County Attorney’s Office has reviewed the amendments as to form.

BUDGET: N/A

BCC Mtg. Date: August 26, 2025

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

FIRST AMENDMENT
to
PROGRAM ADMINISTRATION SUBRECIPIENT AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
HABITAT FOR HUMANITY GREATER ORLANDO AND OSCEOLA COUNTY, INC.
Regarding the
STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM (SHIP)
and HURRICANE HOUSING RECOVERY PROGRAM (HHRP)
DISASTER ASSISTANCE AGREEMENT – ROOF REPLACEMENT
SHIP Allocation Year 2022-2023

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 **HABITAT FOR HUMANITY GREATER ORLANDO AND OSCEOLA COUNTY, INC.**, a qualified not-for-profit corporation registered under the laws of the State of Florida and located at 4116 Silver Star Road, 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 Habitat for Humanity Greater Orlando and Osceola County, Inc. regarding the State Housing Initiatives Partnership Program (“SHIP”) and Hurricane Housing Recovery Program (“HHRP”) Disaster Assistance Agreement for Roof Replacement dated December 17, 2024 (“**Roof Replacement Agreement**”), for the specific purpose of providing SHIP and HHRP disaster assistance funds for the costs associated with the roof replacement on single-family homes for very low- to low-income households affected by Hurricane Ian; and

WHEREAS, the Agency contracted under the Roof Replacement Agreement to act as the Program Administrator to provide roof replacement services to qualified low- to moderate-income homeowners affected by applicable hurricane events (the “**Roof Replacement Program**”); and

WHEREAS, the Agency has also been contracted under a separate SHIP and HHRP Disaster Assistance Subrecipient Agreement to act as the Program Administrator to provide major housing rehabilitation on single-family homes for very low- to low-income households affected by Hurricane Ian (“**Major Housing Rehabilitation Program**”); and

WHEREAS, based on the applications received for both programs, the Agency experienced a much higher need for rehabilitation activities that go beyond the limited scope of the Roof Replacement Program. More specifically, inspections for the many applicants who initially requested roof repairs revealed additional major issues which need to be addressed; and

WHEREAS, the Agency concluded that due to the time constraints of the program, it would be more expeditious to have more funding available for major repairs, which might include roof replacements, under the broader Major Housing Rehabilitation Program to serve as many households as possible within the designated time frame; and

WHEREAS, the parties now desire to decrease the funding of the Roof Replacement Program to utilize the unspent funds for the Major Housing Rehabilitation Program agreement; and

WHEREAS, pursuant to Subsection 10.21 of the Roof Replacement 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 Roof Replacement 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 Roof Replacement Agreement.

Section 3. Purpose. The purpose of this Amendment is to amend and modify the terms of the Roof Replacement Agreement.

Section 4. Form of Modifications. Throughout this Amendment, additions to the original language of the Roof Replacement Agreement are shown with underline and deletions are shown with ~~strikethrough~~. Sections of the Roof Replacement Agreement not modified in this Amendment shall remain unchanged.

A. Subsection 3.1 is hereby amended as follows:

3.1 The County has awarded the Agency a total amount not to exceed ~~Six Hundred Sixty Nine Thousand, Four Hundred Sixty Two Dollars (\$669,462.00)~~ Nineteen Thousand Seven Hundred Seven Dollars and Fifty-Nine Cents (\$19,707.59) from the State Award to be used by the Agency for Program services in accordance with the terms of this

Agreement including the *Budget* attached to this Agreement as “**Exhibit A**” (hereinafter referred to as the “**Subaward**”).

B. Subsection 4.1.a is hereby amended as follows:

4.1 Activities.

a. The Agency shall offer the “**Roof Replacement 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 replacing the roofs of a single family homes that sustained damage during the Hurricane Ian event and preserving the existing affordable housing stock for ~~up to thirty-nine one (139)~~ unduplicated households plus client services expenses including processing the application, qualifying the applicant, and inspecting the home. 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.

C. 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 roof replacement services to ~~approximately thirty-nine (39)~~ one (1) eligible, qualified, owner-occupied, single-family homes damaged by the Hurricane Ian event and in accordance with the SHIP Act, SHIP Rules, the County’s LHAP, and this Agreement.

D. Exhibit “A” (“PROJECT BUDGET”) is replaced in its entirety by **Exhibit “A”** 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 Roof Replacement 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 Roof Replacement 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.

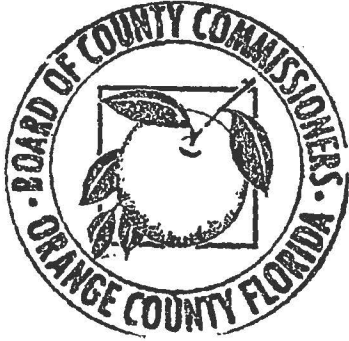
- D. Counterparts.** This Amendment may be executed in separate counterparts, all of which taken together shall be deemed to constitute one and the same instrument.
- E. Effective Date, Conflicts, and Full Force.** This Amendment is hereby made a part of the Roof Replacement Agreement and shall take effect upon execution by the last of the parties (the “**Effective Date**”). All provisions in this Amendment, any attachments to the Roof Replacement 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 Roof Replacement 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: August 26, 2025

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

BY: *Jennifer Jan-Klivity*
Deputy Clerk

[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

HABITAT FOR HUMANITY GREATER ORLANDO
AND OSCEOLA COUNTY, INC.

BY: C. McManus
Catherine McManus

DATE: 7-17-25

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 17 day of July, 20 25, by Catherine
McManus, President & CEO of Habitat for Humanity Great Orlando and Osceola County, Inc.,
on behalf of the companies who is:

Personally Known
 Produced Identification. ID Type: license

Luiz Lopez
Signature Notary Public
Print, Type/Stamp Name of Notary

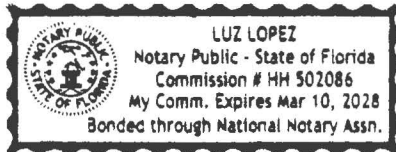


EXHIBIT "A"
PROJECT BUDGET

HABITAT FOR HUMANITY GREATER ORLANDO AND OSCEOLA COUNTY, INC.
2022 STATE HOUSING INITIATIVES PARTHERSHIP (SHIP)
HURRICANE HOUSING RECOVERY PROGRAM (HHRP)

Direct Costs	Total Cost
<p>Services: County-wide Roof Replacement Program for low- to moderate-income homeowners affected by applicable hurricane events</p> <p>Unit Description: Roof replacement on an owner-occupied unit</p> <p>Units of Service: roofs</p> <p>Rate per Unit: approximately \$18,000 (to include construction and repair costs, and client service fees)</p>	<p>\$17,915.99 x 1 =\$17,915.99</p>
Indirect Costs – Administration (10%)	\$1,791.60
TOTAL BUDGET	\$19,707.59

FUNDING ELIGIBLE ACTIVITIES: The average cost per unit is approximately \$18,000, 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.

BCC Mtg. Date: August 26, 2025

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

FIRST AMENDMENT

to

PROGRAM ADMINISTRATION SUBRECIPIENT AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

HABITAT FOR HUMANITY GREATER ORLANDO AND OSCEOLA COUNTY, INC.

Regarding the

STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM (SHIP)

and **HURRICANE HOUSING RECOVERY PROGRAM (HHRP)**

DISASTER ASSISTANCE AGREEMENT – MAJOR HOUSING REHABILITATION

SHIP Allocation Year 2022-2023

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 **HABITAT FOR HUMANITY GREATER ORLANDO AND OSCEOLA COUNTY, INC.**, a qualified not-for-profit corporation registered under the laws of the State of Florida and located at 4116 Silver Star Road, 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 Habitat for Humanity Greater Orlando and Osceola County, Inc. 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 (“**Major Housing Rehabilitation Agreement**”), for the specific purpose of providing SHIP and HHRP disaster assistance funds for the costs associated with the major housing rehabilitation on single-family homes for very low- to low-income households affected by Hurricane Ian; and

WHEREAS, the Agency contracted under the Major Housing Rehabilitation Agreement to act as the Program Administrator to provide major housing rehabilitation construction services to qualified low- to moderate-income homeowners affected by applicable hurricane events (the “**Major Housing Rehabilitation Program**”); and

WHEREAS, the Agency has also been contracted under a separate Subrecipient SHIP and HHRP Disaster Assistance Agreement to act as the Program Administrator to provide roof replacement on single-family homes for very low- to low-income households affected by Hurricane Ian (“**Roof Replacement Program**”); and

WHEREAS, based on the applications received for both programs, the Agency experienced a much higher need for rehabilitation activities that go beyond the limited scope of the Roof Replacement Program. More specifically, inspections for the many applicants who initially requested roof repairs revealed additional major issues which need to be addressed; and

WHEREAS, the Agency concluded that due to the time constraints of the program, it would be more expeditious to have more funding available for major repairs, which might include roof replacements, under the broader Major Housing Rehabilitation Program to serve as many households as possible within the designated time frame; and

WHEREAS, the parties now desire to increase the funding of the Major Housing Rehabilitation Program to utilize unspent funds from the Roof Replacement Program agreement; and

WHEREAS, pursuant to Subsection 10.21 of the Major 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 Major 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 Major Housing Rehabilitation Agreement.

Section 3. **Purpose.** The purpose of this Amendment is to amend and modify the terms of the Major 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 ~~strikethrough~~. Sections of the Major Housing Rehabilitation Agreement not modified in this Amendment shall remain unchanged.

A. Subsection 3.1 is hereby amended as follows:

3.1 The County has awarded the Agency a total amount not to exceed ~~Seven Hundred Sixty Thousand Five Hundred Thirty Eight Dollars and Zero Cents (\$760,538.00)~~ One Million Four Hundred Ten Thousand Two Hundred Ninety-Two Dollars and Forty-One Cents (\$1,410,292.41) from the State Award to be used by the Agency for Program

services in accordance with the terms of this Agreement including the *Budget* attached to this Agreement as “**Exhibit A**” (hereinafter referred to as the “**Subaward**”).

B. Subsection 4.1.a is hereby amended as follows:

4.1 Activities.

a. The Agency shall offer the “**Major 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 damages to single family homes that sustained damage during the Hurricane Ian event and preserving the existing affordable housing stock for up to ~~fifteen (15)~~ twenty-two (22) 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.

C. 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 ~~fifteen (15)~~ twenty-two (22) eligible, qualified, owner-occupied, single-family homes damaged by the Hurricane Ian event and in accordance with the SHIP Act, SHIP Rules, the County’s LHAP, and this Agreement.

D. Exhibit “A” (“PROJECT BUDGET”) is replaced in its entirety by **Exhibit “A”** 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 Major 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 Major 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.

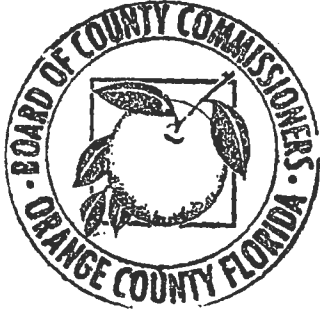
E. Effective Date, Conflicts, and Full Force. This Amendment is hereby made a part of the Major Housing Rehabilitation Agreement and shall take effect upon execution by the last of the parties (the "Effective Date"). All provisions in this Amendment, any attachments to the Major Housing Rehabilitation 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 Major 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: August 26, 2025

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

BY: *Jennifer Ann - Kline*
Deputy Clerk

[REMAINING SIGNATURES ON THE FOLLOWING PAGES]

HABITAT FOR HUMANITY GREATER ORLANDO AND OSCEOLA COUNTY, INC.

BY: C. McManus
Catherine McManus

DATE: 7-17-25

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 17 day of July, 20 25, by Catherine McManus, President & CEO of Habitat for Humanity Great Orlando and Osceola County, Inc., on behalf of the companies who is:

Personally Known
 Produced Identification. ID Type: license

Luz Lopez
Signature Notary Public
Print, Type/Stamp Name of Notary

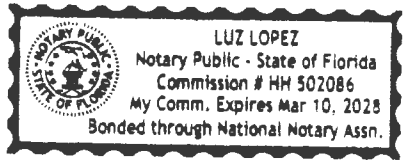


EXHIBIT "A"
PROJECT BUDGET

HABITAT FOR HUMANITY GREATER ORLANDO AND OSCEOLA COUNTY, INC.
2022 STATE HOUSING INITIATIVES PARTHERSHIP (SHIP)
HURRICANE HOUSING RECOVERY PROGRAM (HHRP)

Direct Costs	Total Cost
Construction and repair costs associated with the County-wide Major Housing Rehabilitation Program, to include client service expenses (salaries of service delivery personnel and associated payroll taxes)	\$1,282,084.01
Indirect Costs – Administration (10%)	\$128,208.40
TOTAL BUDGET	\$1,410,292.41

FUNDING ELIGIBLE ACTIVITIES: The maximum award is \$200,000 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.