

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*  
**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**

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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 **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 ~~striketrough~~. 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  
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]**

HABITAT FOR HUMANITY GREATER ORLANDO  
AND OSCEOLA COUNTY, INC.

BY: C. McManus  
Catherine McManus

DATE: 7-17-25

NOTARY:

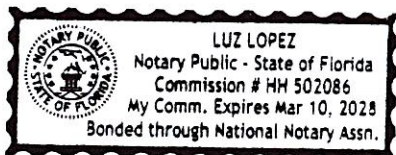
STATE OF: Florida )  
COUNTY OF: Orange ) SS

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)**

<b>Direct Costs</b>	<b>Total Cost</b>
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
<b>Indirect Costs</b> – Administration (10%)	\$128,208.40
<b>TOTAL BUDGET</b>	<b>\$1,410,292.41</b>

**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.