

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DELRAY BEACH
AND THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
FOR FUNDING NEIGHBORHOOD PLANNING SERVICES**

This Interlocal Agreement (hereinafter "Agreement") is made the ____ day of _____, 2025, between the CITY OF DELRAY BEACH, a Florida municipal corporation (hereinafter "**City**") and DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Charter 163, Part III, of the Florida Statutes (hereafter "**CRA**").

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that would harmonize geographic, economic, population and other factors influencing the needs and developments of local communities; and

WHEREAS, the **City** and the **CRA** desire to undertake a study to analyze the infill residential development pattern in the **City's** NW/SW Neighborhood "The Set" ("Exhibit A") and recommend strategies to advance the **City's** adopted housing policies; and

WHEREAS, the NW/SW Neighborhood "The Set" is located within the **CRA's** redevelopment sub-areas of the West Atlantic Avenue Neighborhood, Northwest Neighborhood, and Southwest Neighborhood, identified in the **CRA** Redevelopment Plan as Sub-Area 3, 4, and 8, respectively.

WHEREAS, the **CRA** and the **City** desire to engage the services of a professional research and consulting professional ("Consultant") to analyze the infill

residential development pattern in the NW/SW Neighborhood and prepare a study regrading the potential for utilizing Accessory Dwelling Units and Infill Housing options to provide affordable housing options for residents and property owners in the NW/SW Neighborhood ("Project") ("Exhibit B").

WHEREAS, the **CRA** and the **CITY** desire to enter into this Interlocal Agreement ("ILA") for the purpose of having the **CRA** assist the **City** in funding the Project. The **CRA** will provide funding to the **CITY** in an amount not to exceed a Thirty-Two Thousand and Dollars and Zero Cents 00/100 (\$32,000.00) for the Project, more particularly described in Exhibit B; and

WHEREAS, this Agreement serves both a municipal and public purpose, is consistent with and furthers the Community Redevelopment Plan, and is consistent with the requirements of Chapter 163, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The foregoing recitals are true and correct at the time of the execution of this Agreement and are incorporated herein.

2. In consideration of the **City** engaging a Consultant associated with the Project, the **CRA** agrees to pay the **City** an amount not to exceed Thirty-Two Thousand Dollars and Zero Cents 00/100 (\$32,000.00). The payment shall occur once in a lump sum. Such payment shall be made by the **CRA** to the **City** upon receipt of written request from the **CITY** and the **CRA's** receipt of the Project deliverables.

3. The term of this Agreement shall commence upon execution by both parties and may be terminated for convenience by either party on thirty (30) days written notice, or for cause if either party fails to substantially to perform through no

fault of the other, and does not commence correction of such nonperformance within five (5) days of written notice, and diligently complete the correction thereafter. The **CRA** shall be obligated to pay the **City** for only the work performed pursuant to the Scope of Services detailed in Exhibit B to provide professional planning services associated with the Accessory Dwelling Units & Infill Housing Study Scope of Work, up to the date of termination.

4. The **City** shall insure that all publicity, public relations, advertisements and signs recognize the **CRA** for the support of all activities conducted with the funds provided by the **CRA**. The use of the **CRA** logo is permissible, but all signs or other advertising materials used to publicize **CRA** funded activities must be approved by the **CRA** prior to being utilized. Upon request by the **CRA**, the **City** shall provide proof of the use of the **CRA** logo as required by this paragraph.

5. This Interlocal Agreement shall be filed pursuant to the requirements of Section 163.01(11) of the Florida Statutes.

6. PUBLIC RECORDS. **City** and **CRA** are public agencies subject to Chapter 119, Fla. Stat. The **City** and **CRA** shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, the **City** and the **CRA** agree to:

6.1 Keep and maintain all records required by the **City** and **CRA** to perform the service.

6.2 Upon request from the **City** or **CRA's** custodian of public records, provide the **City** or **CRA** with a copy of requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as

otherwise provided by law.

6.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the **City** or **CRA** do not transfer the records to the **City** or **CRA**.

6.4 Upon the termination of the agreement, the **City** and **CRA** shall transfer, at no cost to the **City** or **CRA**, all public records in possession of the **City** and **CRA** and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **City** or **CRA** keep and maintain public records upon completion of the agreement, the **City** and **CRA** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the **City** or **CRA**, upon request from the **City** or **CRA's** custodian of public records in a format that is compatible with the information technology systems of the **City** and **CRA**. All records shall be transferred to the **City** or **CRA** prior final payment being made by the **CRA**.

6.5 If the **City** or **CRA** does not comply with this section, the **City** or **CRA** shall enforce the agreement provisions in accordance with the agreement and may unilaterally cancel this agreement in accordance with state law.

**IF THE CITY OR CRA HAVE QUESTIONS REGARDING
THE APPLICATION OF CHAPTER 119, FLORIDA**

**STATUES, TO THE CITY'S OR THE CRA'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS
AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC
RECORDS AT**

**CITY CONTACT
561-243-7050
CITYCLERK@MYDELRAYBEACH.COM**

AND

**CRA CONTACT
CASSIDY HEITMAN
561-276-8640
HEITMANC@MYDELRAYBEACH.COM**

7. INSPECTOR GENERAL. **CRA** is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from the **CRA**, and its sub licensees and lower tier sub licensees. The **CRA** understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the **CRA** or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the **City** to be a material breach of this Agreement justifying its termination

8. Governing Law. Venue. This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

9. The validity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof.

10. No prior or present agreements or representations with regard to any subject matter contained within this Agreement shall be binding on any party unless included expressly in this Agreement. Any modification to this Agreement shall be in writing and executed by the parties.

11. Neither the **City** nor the **CRA** shall assign or transfer any rights or interest in this Agreement.

12. This Agreement shall not be valid until signed by the Mayor and the City Clerk.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

Alexis Givings, City Clerk

By: _____
Thomas J. Carney, Jr., Mayor

Approved as to Form:

Lynn Gelin, City Attorney

(CRA SIGNATURE PAGE TO FOLLOW)

ATTEST:

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

Renee A. Jadusingh, Executive Director

By: _____
Angela D. Burns, Chair

(SEAL)

APPROVED AS TO LEGAL FORM:

CRA Legal Advisor

Date: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, as _____
(name of officer or agent, title of officer or agent), of _____
(name of corporation acknowledging), a _____ (state or place of incorporation)
corporation, on behalf of the corporation. He/She is personally known to me or has
produced _____ (type of identification) as identification.

Notary Public – State of Florida

Exhibit A - Study Area



Exhibit B

Accessory Dwelling Units (ADU) & Infill Housing Study - Scope of Work

The City of Delray Beach (City) and Community Redevelopment Agency (CRA) have identified the need to obtain Professional Consulting Services to analyze the infill residential development pattern in the NW/SW Neighborhood and recommend strategies to advance the City's adopted housing policies.

Policy HOU 3.2.3: *Create and adopt neighborhood plans for those areas which would benefit from integrating varying residential types and densities with a focus on form consistent with the neighborhood's context and character.*

Policy HOU 4.1.1: *Analyze the feasibility of new and innovative housing types and design that can be accommodated within all residential areas.*

Policy HOU 4.1.2: *Encourage the development of small, resource efficient, affordable single-family homes, cottage housing or clustering of houses.*

Policy HOU 4.1.3: *Identify and analyze areas where the provision of accessory dwelling units can be accommodated without negatively impacting the neighborhood and engage and support residents and neighborhood associations to establish individual neighborhood overlay districts and develop specific regulations and guidelines.*

Policy HOU 4.1.4: *Analyze the feasibility of providing flexible zoning regulations and development standards which promote innovative housing designs and development concepts, such as cottage housing, micro-units, accessory dwelling units, co-housing units and modular homes.*

The study area includes the Community Redevelopment sub-areas of West Atlantic Avenue Neighborhood, Northwest Neighborhood and Southwest Neighborhood, identified in the CRA Redevelopment plan as Sub-Area 3, 4, and 8, respectively. The study will focus on the (R-1-A) Residential and (RM) Medium Density Residential zoning designations City Zoning Map, which allows development of single family residential and duplexes.

The Consultant will analyze lot sizes and characteristics (for example, with and without alley access) in the study area with the current Land Development Regulations (minimum lot size, setbacks, open space, etc.) and identify potential amendments to facilitate appropriate single family and duplex infill development for the lot and block pattern of the areas, specifically including the potential for Accessory Dwelling Units (ADU) to provide affordable housing options for residents and property owners. The Consultant will also identify and make recommendations regarding other infill development strategies that are appropriate for the lot and block pattern and compatible in scale with the surrounding neighborhoods/ sub-area.

A review of the following documents and regulations is necessary to perform the study: [Always Delray Comprehensive Plan](#), [West Atlantic Master Plan](#), [CRA Redevelopment Plan](#), [City of Delray Beach Land Development Regulations](#). These documents are available on the City and CRA websites.

Scope of Services

1. **Existing Condition Analysis.** Provide analysis in written, diagrammatic, and map forms of the existing lot and block structure in the study area by sub-area, including the range of existing lot dimensions, sizes, and access configurations, as well as areas duplexes are allowed.
2. **Potential Infill Analysis.**

- a. Define: tiny home, ADU, cottage housing, and co-housing.
 - b. Provide analysis of potential single family, duplex, and cottage housing infill development, with and without ADUs, on lots with and without alley access, including redevelopment configurations possible using combinations of lots.
 - c. Provide recommended land development standard, such as minimum principal unit sizes, setbacks, ADU size and height, parking configurations and quantities (considering both market demand and potential impacts to surrounding neighbors), minimum lot dimensions and sizes needed to accommodate principal unit(s) with and without ADU(s). Analysis will include written, diagrammatic, and illustrative demonstrations of the proposed infill forms, distinguished by sub-area, if appropriate.
 - d. Identify barriers and benefits to developing ADUs in the study area, including but not limited to, homestead exemption implications, lot and access requirements,
3. **Design Standards.** Provide recommended design standards (i.e. Architectural Standards/Designs and 3D graphics), policies, and regulations for infill housing and ADU implementation by sub-area and/or neighborhood, if appropriate.
 4. **Financial Impacts.** Research and analysis regarding tax (homestead) and insurance impacts on homeowners with ADUs.
 5. **Research and Recommendations for Best Practices**
 - a. Identify pros and cons of allowing ADUs as short-term vacation rentals versus long-term rentals. Recommend whether ADUs as short-term rental should require a conditional use process or be an “as-of-right” zoning option, whether short term or long term.
 - b. Funding and Incentive tools for ADU development.
 - c. Affordability limitations and deed restriction implications for ADUs in exchange for subsidy assistance.
 - d. Co-housing arrangements for seniors, and whether should be allowed “as-of-right” or require conditional use process.
 6. **LDR Amendments.** Provide a draft of recommended LDR amendments:
 - (a) Development standards for all unit types (lot, unit, open space, unit size, parking, etc.)
 - (b) Parking configurations and requirements for primary units with ADUs
 - (c) Height limitations for principal units with ADU, with incentives to limit infill to a maximum of two-stories in height.
 7. **Potential Impacts.** Analysis estimating the potential increase in the number of housing units, population, and traffic trips in the area that could result from the inclusion of ADUs and any changes.

Schedule of Deliverables:

- 1) Task 1 is the Existing Condition Analysis
- 2) Task 2 is Potential Infill Analysis and Design Standards
- 3) Task 3 is Financial Impacts and Best Practices.
- 4) Task 4 is Draft Amendments and Potential Impacts
- 5) Task 5 is Draft study consolidating all services into a document in an editable document.
- 6) Final study incorporating City and CRA comments.

Meetings:

- 1) Kick-off meeting with Staff and tour of area (1/2 day in Delray Beach)
- 2) 4 progress meetings with Staff (virtual) to review Tasks 1,2,3,4.
- 3) 3 Steering Committee Meetings (at least one in person, up to two virtual meetings)
- 4) 1 presentation to the City Commission at a public meeting.

Staff will present the deliverables in Tasks 1 and 2 with the Steering Committee to the community for input and provide Consultant with a written list of any necessary edits. Staff will present the draft study to the public and city board meetings and provide a consultant with any necessary edits. Consultant will present the draft study to the City Commission and provide Final study incorporating staff comments. Staff is responsible for drafting any implementing ordinances as directed by the City Commission.