

9. **Captions:** The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

10. **Severability:** If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

11. **Entirety of Agreement:** This Interlocal Agreement and exhibits hereto, including but not limited to the construction loan agreement, represents the entire understanding between the **CITY**, the **CRA**, the **CHAMBER** and the **SCHOOL DISTRICT** and supersedes all other negotiations, representations or agreements, either written or oral. Other than through the construction agreement, none of the provisions, terms and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

12. **No Third Party Beneficiaries:** This Interlocal Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person or entity shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Interlocal Agreement as a third-party beneficiary or otherwise.

13. **No Interpretation Against Drafter:** No party shall be considered the author of this Interlocal Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Interlocal Agreement. Thus, the terms of this Interlocal Agreement shall not be strictly construed against one party as opposed to another party based upon who drafted it.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed on the day and year first above written.

Attest:

CITY OF DELRAY BEACH, FLORIDA

Christanne M. Kuanui
City Clerk 10/12/05
Christanne M. Kuanui

By: *Jeff Periman*
Jeff Periman, Mayor

Approved as to Form
and Legal Sufficiency

Edward A. Ruly
City Attorney

WITNESSES:

Jean Moorhead
Diane Colonna

COMMUNITY REDEVELOPMENT AGENCY

By: [Signature]
Brenda Montague, Chairperson

WITNESSES:

Catherine Ingles
Susan Thomas

GREATER DELRAY BEACH CHAMBER OF COMMERCE

By: [Signature]
Bill Wood, Director

WITNESSES:

Approved as to Form
and Legal Sufficiency:

[Signature]
School District Attorney

SCHOOL BOARD OF PALM BEACH COUNTY

By: _____
Thomas E. Lynch, Chairman

Attest: _____
By: _____
Arthur C. Johnson, PhD.
Superintendent

IN WITNESS WHEREOF, the parties have executed this instrument under their respective seals the day and year first above written.

ATTEST:

Acting
Caroline M. Khami
City Clerk 10/12/05

CITY OF DELRAY BEACH, FLORIDA

By: [Signature]
Jeff Perlman, Mayor

Approved as to Form:

[Signature]
City Attorney

THE SCHOOL BOARD OF
PALM BEACH COUNTY

By: _____
Thomas E. Lynch
Chairman

Date: _____

Attest:

By: _____
Arthur C. Johnson, Ph.D.
Superintendent

Approved As To Form
And Legal Sufficiency

[Signature]