

**INTERLOCAL AGREEMENT BETWEEN  
POLK COUNTY, FLORIDA AND THE CITY OF LAKE WALES, FLORIDA  
FOR THE PROVISION OF WHOLESALE WASTEWATER SERVICE**

This Interlocal Agreement (“Agreement”) is made and entered into as of the Effective Date defined in Section 23 below, by and between the POLK COUNTY, FLORIDA (hereafter “County”), a political subdivision of the State of Florida, as receiver for the abandoned Crooked Lake Park Wastewater System (as described and defined below) and THE CITY OF LAKE WALES, FLORIDA, (hereafter “City”), a Florida municipal corporation organized and existing under the laws of the State of Florida.

**RECITALS**

1. Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, as amended, authorizes local governmental units to enter interlocal agreements for the mutual benefit of the governmental units.

2. Section 125.01, Florida Statutes, Powers and Duties, authorizes the County to provide water and wastewater services.

3. Pursuant to Chapters 166 and 180, Florida Statutes, and the City’s Charter, the City possesses home rule powers and authorities to provide water and wastewater services both within and without its city boundaries.

4. In February, 2021, the Crooked Lake Park Sewerage Company, the owner and operator of the wastewater collection and transmission system and a domestic wastewater treatment facility which serves the unincorporated area of Polk County depicted on the attached Exhibit “A,” delivered notice to the County of the company’s intent to abandon those wastewater system assets (collectively, the CLP Wastewater System”) in accordance with Section 367.165, Florida Statutes.

5. The Tenth Judicial Circuit Court has appointed the County receiver of the abandoned CLP Wastewater System in Case Number 2020CA-003194 (Fla. 10<sup>th</sup> Cir. Ct.).

6. Among its powers as receiver for the CLP Wastewater System, the County claims the right to repair, replace, maintain, improve, and expand the system, to connect customers of the system to any other public or private wastewater system with adequate capacity, and with Court approval and upon completion of such connection, to discontinue the separate operation of the CLP Wastewater System and dispose of its lands, facilities, and assets.

7. The City owns and operates a potable water system which serves the Crooked Lake Park subdivision and the surrounding neighborhoods.

8. The County has proposed to (i) repair and improve the CLP Wastewater System so it complies with Florida Department of Environmental Protection requirements, (ii) install a wastewater force main from the Crooked Lake Park subdivision to an agreed connection point with the Lake Wales Wastewater System located near the intersection of U. S. Highway 27 and County Road 640 as depicted on the attached Exhibit "A" attached to and incorporated in this Agreement.

9. The County now wishes to secure long-term wholesale wastewater service from the City to serve the CLP Wastewater System in accordance with the terms and conditions of this Agreement.

10. The City currently has the treatment and disposal capacity to provide wholesale wastewater service for the wastewater generated from the CLP Wastewater System in accordance with the terms and conditions of this Agreement.

11. The County and the City (individually, a "Party;" collectively "the Parties" to this Agreement) agree that the City providing Wholesale Wastewater Service to the County will benefit both Parties;

**ACCORDINGLY**, in consideration of the above stated Recitals, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties to this Agreement, the parties agree as follows:

**Section 1. Recitals.** The Recitals stated above are true and correct, and form a material part of this Agreement.

**Section 2. Authority and Purpose.** This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Section 2 of the Article VIII of the Constitution of the State of Florida, Chapters 125, 163, 166, and 180, Florida Statutes, and any applicable Special Acts. The purpose of this Interlocal Agreement is for the City to provide Wholesale Wastewater Service to the Crooked Lake Park subdivision.

**Section 3. Definitions.** In interpreting this Agreement, the following words, phrases, and terms shall have the following meaning unless the context of this Agreement indicates otherwise.

- (1) Agreement: this Interlocal Agreement as it may from time to time be modified.
- (2) Connection Point: physical location where the CLP Wastewater System joins with the City's Wastewater System. For the purpose of this Agreement, the Connection Point shall be the location shown in Exhibit "A" hereof.
- (3) Consumption Charge: means the unit rate per thousand gallons per month charged by the City for a master-metered wastewater connection to the City's Wastewater System.
- (4) CLP Wastewater System: those CLP wastewater facilities that are employed for the acquisition, collection, transmission, treatment, and disposal of wastewater that are

owned, operated, maintained, and replaced by the County, as receiver for those wastewater system assets.

(5) Gallons Per Day (“GPD”): means gallons per day annual average daily flow of wastewater .

(6) Monthly Base Charge: means the monthly base rate charged by the City for a master-metered wastewater connection to the City’s Wastewater System. For the purpose of this Agreement, the monthly base charge will be based on an 6” meter in accordance with wastewater rates approved by the City.

(7) System Development Charge (“SDC”): means the fee assessed by the City for each new equivalent residential unit connection made to the City’s Wastewater System.

(8) City Wastewater System: means those facilities employed for the acquisition, collection, transmission, treatment, and disposal of wastewater that are owned, operated, maintained, and replaced by the City.

(9) Wastewater Service Capacity: means the wastewater transmission, treatment, and disposal capacity within the City Wastewater System reserved for the County in accordance with the terms of this Agreement.

(10) Wholesale Wastewater Service: means the transmission, treatment, and disposal of wastewater from the Connection Point in accordance with all applicable governmental requirements and regulations.

Any terms defined elsewhere in this Agreement shall when used herein have the ascribed meaning and definition.

**Section 4. Wholesale Wastewater Service.**

(1) Wastewater System Capacity Reservation. Beginning on the Agreement Effective Date and continuing thereafter the City shall reserve 81,360 GPD of Wastewater Service Capacity in the City’s Wastewater System for the CLP Wastewater System in accordance with the terms and conditions of this Agreement.

(2) Wastewater Service. Once the CLP Wastewater System is connected to the City Wastewater System, the City shall continuously provide Wholesale Wastewater Service for the CLP Wastewater System whose wastewater flow shall not exceed 81,360 GPD. The County shall pay the City charges for the service in accordance with Section 7 below.

(3) Connection Point. The Connection Point of the CLP Wastewater System to the City’s Wastewater System shall be at the location shown in Exhibit “A” hereof. The Connection Point consists of a manifold connection to the City’s Wastewater System through an existing eight-inch (8”) diameter wastewater pipeline/force main as shown in Exhibit “A” hereof.

**Section 5. Metering; Consistency of Wastewater.**

(1) Use of Existing County Meter. The County's flow meter, located at the County's Lift Station No. 374, as shown in Exhibit "A" hereof, shall measure the wastewater flow from the CLP Wastewater System to the City's Wastewater System. The County, at its expense, shall perform annual calibration testing of the meter and shall forward the results of each test to the City. The metering equipment shall remain the property of the County, and the County shall be responsible for the operation, maintenance, and replacement of the meter. The City shall have the right to review and approve the type of meter which approval shall not be unreasonably withheld. The City shall have reasonable access to the flow meter and shall perform the meter reading and shall prepare and submit the bill to the County based thereon.

(2) Meter Standards. The County represents that its existing and any future flow meter is of standard make and type, installed at a readily accessible location, and shall record the flow with an error not to exceed plus or minus two percent ( $\pm 2\%$ ) of true accuracy for full-scale reading, suitable for billing purposes. If the flow meter is found to be in error exceeding two percent (2%) of true accuracy, it will be recalibrated by the County to the satisfaction of the City. If such an error occurs, billing for the time period since the last meter check will be adjusted based on the assumption that the meter error occurred for one-half of the entire time interval between accuracy checks by either Party. The billing adjustment will be made at the same rate valid for the respective time period and the wastewater volume will be adjusted as described herein.

(3) Pretreatment Requirements. County agrees that the wastewater to be treated by City will consist of wastewater that complies with the pretreatment requirements of City as specified in City's Sewer Use Regulations contained in Division 2 of Article II, Chapter 21, Code of Ordinances of the City of Lake Wales, Florida ("City Code"), as amended from time to time. The occurrence of a violation of said pretreatment rules shall not be construed as a default by County under this Agreement provided the discharge is not the fault of County and County uses due diligence and emergency police powers as required under the circumstances to insure such discharge and future potential discharge is discontinued and prevented. The wastewater in the CLP Wastewater System is presumed to be of typical domestic wastewater strength and otherwise compliant with the City's Sewer Use Regulations. Upon request, the County shall provide the City with access to the CLP wastewater system for sample collection and analysis.

(4) Compliance with Other Requirements. County acknowledges and recognizes that in the operation and maintenance of the City water and sewer system, City has certain obligations to protect the health, safety and welfare of the public and to prevent undue burden to the City's customers resulting from extraordinary discharges attributable to County. County agrees that all wastewater collected by County and transmitted to City shall conform to City's standards prior to introduction into City's transmission system. County for itself and its customers agrees to abide by all sewer use ordinances, resolutions, rules and regulations related to the use of and discharge to City utility system as may be adopted from time-to-time by City. City will provide County with copies of all applicable City Ordinances, Rules and Regulations now in effect and as same may be adopted or amended by City from time to time.

**Section 6. System Development Charge.** In consideration for the City reserving Wastewater System Capacity for the County pursuant to Section 4(1) above the County shall pay the City a System Development Charge in the amount of \$1,047,849 which has been determined in accordance with the rates set forth in Lake Wales Ordinance No. 2020-22 in effect on the Agreement Effective Date. The System Development Charge was calculated based on 339 equivalent residential units (“ERU’s”), which is the number of service connections in the City’s wastewater billing statement from December 2022. The amount attributable to one wastewater ERU is 240 gallons per day, which results in a total Wastewater System Capacity reservation of 81,360 gallons per day.

**Section 7. Wholesale Wastewater Service Charges.** The City currently collects service fees from CLP Wastewater System customers on behalf of the County in accordance with an interlocal agreement approved by the parties. The City transmits the fees to the County, minus a service fee, each month. This billing procedure will now change based upon the provisions of this Agreement. Once the CLP Wastewater System is connected to the City Wastewater System, the County shall pay monthly wholesale wastewater service charges consisting of the following components: (1) a monthly Consumption Charge to the City for Wholesale Wastewater Service based upon eighty-five percent (85%) of the then current City’s outside City sewer gallonage (volume) charge for Block 2, (2) a Monthly Base Charge to the City for Wholesale Wastewater Service in accordance with the City’s rate schedule in affect at the time of service calculated based on a six-inch (6”) diameter meter size, and (3) a monthly City service fee of \$1,000. The City shall provide the County with a monthly invoice and itemized billing statement identifying each component charge and the total due, including any rates, fees, or charges to be billed by the County as retail provider. The City wholesale wastewater service charges described in this section based upon the three components shall be deducted from the monthly customer rates, fees, or charges the City collects on behalf of the County, and remit the remainder to the County. Notwithstanding anything to the contrary set forth in this Agreement, this Agreement shall not be construed to prohibit the City Commission’s exercise of its legislative duty to set reasonable, equitable wastewater rates sufficient to maintain the financial integrity of the City’s Wastewater System.

**Section 8. Additional Capacity Requests.**

(1) The County may at any time request the City reserve additional Wastewater Service Capacity within the City Wastewater System over and above the amounts specified in this Agreement. When seeking a reservation of additional Wastewater Service Capacity, the County shall submit a written request to the City detailing the amount of additional Wastewater Service Capacity desired and the anticipated timeline for the County’s capacity need. Within ninety (90) days following receipt of any such request, the City shall provide a written response to the County detailing the terms of its offer to reserve additional Wastewater Service Capacity, if any, or its rejection of the County’s request.

(2) If the City offers to reserve additional Wastewater Service Capacity for the County, the details of the offer will be delivered to the County in writing and will include costs, charges, fees, availability schedules, and other particulars of the reservation for the

additional Wastewater Service Capacity. Within ninety (90) days thereafter, the County shall deliver either its written acceptance of the City's offer, or the rejection of the offer and the terms and conditions of any counteroffer, if any. A reservation of additional Wastewater Service Capacity pursuant to this section is subject to availability and the County's payment of applicable fees and charges and shall only be effective if stated in a supplemental agreement or an amendment to this agreement signed in writing by both Parties.

**Section 9. Regulatory Compliance and Disclosure.** Each Party shall comply with all local, state, and federal regulations regarding wastewater collection and transmission systems. The City shall comply with all state, regional, and federal requirements, and rules applicable to the provision of Wholesale Wastewater Service to the public. Neither Party guarantees any special service, quality, capacity, availability, or other facility other than what is required to fulfill that Party's duty of reasonable care to the customers to whom it provides wastewater service.

**Section 10. Disclaimer of Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties herein, and no right or cause of action will accrue upon or by reason hereto or for the benefit of any third party.

**Section 11. Service Term.** This Agreement will commence upon the Effective Date defined in Section 23 below, and continue until its termination as described in Section 12 hereof.

**Section 12. Termination.** The term of this Agreement shall be for ten (10) years from the Effective Date. Upon the expiration of the Initial Term, this Agreement shall automatically be extended upon the same terms and conditions set forth herein for an extension term of five (5) years, and for five-year extension terms thereafter (each an "Extension Term"), unless either party notifies the other of its intention to terminate this Agreement no less than thirty six (36) months prior to the end of the Initial Term or any Extension Term. Termination of the Agreement shall be contingent on the County's ability to obtain the necessary permits to secure reasonable alternative wastewater service to the CLP Wastewater System. The Parties may at any time mutually consent to terminate the Agreement.

**Section 13. Notices.** Any notices regarding this Agreement will be sent in writing to the following addresses, or at such other address as each Party may indicate by notice given to the other Party:

Utilities Director  
Polk County Utilities Division  
1011 Jim Keene Boulevard  
Winter Haven, Florida 33880

City Manager  
City of Lake Wales  
201 W Central Avenue

Lake Wales, FL 33853

With Copies to:  
County Attorney  
County Attorney's Office  
330 W. Church Street  
City, Florida 33830

City Special Counsel  
Thomas A. Cloud, Esq.  
GrayRobinson, P.A.  
301 East Pine Street, Suite 1400  
Orlando, FL 32801

Notice must be written and delivered: (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the Party for whom it is intended at the place last specified by the Party. Notice shall be effective upon receipt or refusal to accept receipt. The place for giving notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 13.

**Section 14. Severability.** If any part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability will not affect the other parts of this Agreement if the rights and obligations of the Parties contained herein are not materially prejudiced and if the intentions of the Parties can continue to be affected. To that end, this Agreement is declared severable.

**Section 15. Breach; Remedy.**

(1) In the event of breach of this Agreement by a Party ("Breaching Party"), the Party suffering the breach ("Serving Party") shall serve upon the Breaching Party a written notice of breach ("Notice of Breach") detailing the Breaching Party's non-compliance with the obligations set forth in this Agreement. Except for a breach described in Sections 15(2) or 15(3) hereof, a Breaching Party shall have a cure period ("Cure Period") of thirty (30) calendar days after receipt of the Notice of Breach within which to cure or otherwise comply with those obligations violated and set forth in the Notice of Breach. If the Breaching Party fails to timely cure or otherwise comply with such violated obligations, then, unless the Breaching Party's failure to cure or otherwise timely comply with those obligations violated is due to an event of Force Majeure, the Serving Party may, subject to the mediation requirements of Section 24 below, pursue any and all remedies available in law, equity, and under this Agreement, to include without limitation specific performance.

(2) The Parties hereby stipulate the City's breach of this Agreement by failing to provide Wholesale Wastewater Service as described in Section 4 above when the County is not in breach for failing to timely pay any undisputed portion of a service bill shall cause irreparable harm to the County. Consequently, if a reviewing court finds any such breach has

caused irreparable harm to the County, then the City hereby consents to such court's entry of a permanent injunction against the City requiring it to immediately cure such breach, specifically perform its Section 4 Agreement obligations, and enjoin it from any such further default.

(3) If a court finds the County's breach of this Agreement by failing to timely pay any service bill has caused irreparable harm to the City, then the County hereby consents to such court's entry of a permanent injunction against the County requiring it to immediately cure such breach, specifically perform its payment obligations, and enjoin it from any further default. This provision shall not affect the County's ability to challenge any such service bill as being incorrect, excessive or otherwise not in accordance with the terms of this Agreement, and to withhold payment of any disputed amount of a service bill while timely remitting undisputed amounts to the City.

**Section 16. Assignment.** No Party may assign this Agreement to a third party unless the other Party consents in a mutually agreeable written joinder agreement by and among the Parties and the third-party assignee. All provisions contained in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and permitted assigns of the Parties to the same extent as if each successor and assign were named as a party hereto.

**Section 17. Liability and Hold Harmless.** Each Party shall to the extent allowed under Section 768.28, Florida Statutes, indemnify and hold the other Party harmless from and against all claims, loss, damage and expense, including without limitation attorneys' fees, costs and expenses (both trial and appellate), arising from the negligent acts or omissions of the indemnifying Party's officers, and employees, related to its performance under this Agreement, provided, however, the indemnifying Party's responsibilities with respect to such liability shall not exceed the limits (the "Liability Limits") of liability stated in section 768.28(5), Florida Statutes (or any successor statutory provision), regardless of whether a claim for damages or other relief is based in tort, contract, statute, strict liability, negligence, product liability or any other legal theory. This section is not intended and does not establish a contractual obligation whereby any Party undertakes responsibility to any other party for any liability in amounts exceeding the Liability Limits under any legal theory, claim, or cause of action. This provision does not constitute a waiver of the Parties' sovereign immunity under Section 768.28, Florida Statutes or extend the Parties' liability beyond the limits established in Section 768.28, Florida Statutes.

**Section 18. Limitations of Liability.** IN NO EVENT SHALL A PARTY BE LIABLE TO ANOTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY A PARTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

**Section 19. Time of the Essence.** Time is hereby declared to be of the essence to the lawful performance of the duties and obligations contained in this Agreement.

**Section 20. Applicable Law.** This Agreement is an Interlocal Agreement as provided for in Section 163.01, Florida Statutes, as the same may be amended from time to time during the Agreement term, and said statute is hereby incorporated herein by reference. Any Agreement terms in conflict therewith will be governed by the statute. This Agreement and the provisions contained herein will be construed, controlled, and interpreted according to the laws of the State of Florida, including all rules relating to permitting, construction, enforcement, and conflicts of laws.

**Section 21. Entire Agreement; Effect on Prior Agreements.** This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the Parties in writing by formal amendment.

**Section 22. Venue, Jury Trial; Attorneys' Fees, Costs and Expenses.** Venue of all actions will lie in Polk County, Florida. Each Party waives the right to a jury trial. Each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to, or resulting from this Agreement, which will include without limitation applicable court costs, including appellate proceedings.

**Section 23. Effective Date.** This Agreement will become effective on the date (the "Effective Date") a fully executed counterpart of the Agreement is filed with the Clerk of the Circuit Court of Polk County in accordance with Section 163.01, Florida Statutes. The County is responsible for filing a fully executed Agreement counterpart with the Clerk. After doing so, the County will provide the City a certified copy of the filed Agreement.

**Section 24. Mediation.** If there is a dispute between the Parties arising out of or related to this Agreement which cannot be resolved by the County Manager and the City Manager, then unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise (to include without limitation a failure of Wholesale Wastewater Service to the CLP Wastewater System), prior to commencing any legal action or proceeding, the Parties will refer their dispute to non-binding mediation. The mediation will be conducted by a mediator mutually agreeable to all Parties who has experience in mediating disputes of a similar nature. The Parties will use a mediation procedure agreeable to the Parties and the mediator. The Parties will mediate the dispute in good faith, be bound by any resulting mediation agreement, equally share the costs of mediation, and timely pay the same. Mediation will commence within thirty (30) days after the date a Party requests mediation of a dispute, or if the agreed mediator is not available within that time period, then at the first opportunity the agreed mediator is available. A Party may not commence litigation of the dispute until (1) the mediator has declared the Parties are at an impasse, or (2) one or all Parties have terminated the mediation. Among other matters the Parties intend this mediation process as an alternative to the conflict resolution procedure described in the Florida

opportunity the agreed mediator is available. A Party may not commence litigation of the dispute until (1) the mediator has declared the Parties are at an impasse, or (2) one or all Parties have terminated the mediation. Among other matters the Parties intend this mediation process as an alternative to the conflict resolution procedure described in the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes.

**Section 26. Ambiguities.** The Parties have been represented by counsel, or have had the opportunity to be represented by counsel, during the negotiation and preparation of this Agreement and therefore waive the application of any law or rule of construction providing that ambiguities in a contract shall be construed against the Party drafting the contract.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:  
STACY M. BUTTERFIELD, Clerk

POLK COUNTY, a political  
subdivision of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
W. C. Braswell, Chair

Reviewed as to form and legal sufficiency:

Date: \_\_\_\_\_, 2023

By:   
County Attorney's Office

ATTEST:

CITY OF LAKE WALES, FLORIDA

By: \_\_\_\_\_  
Jennifer Nanek, City Clerk

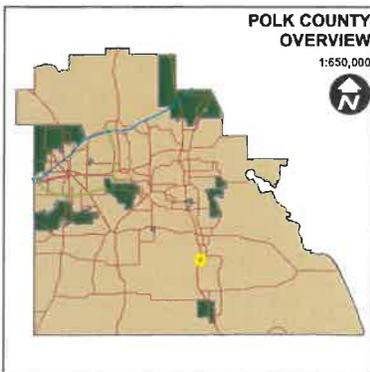
By: \_\_\_\_\_  
Jack Hilligoss, Mayor

Reviewed as to form and legal sufficiency:

Date: \_\_\_\_\_, 2023

By: \_\_\_\_\_  
Thomas A. Cloud, City Special Counsel

# Exhibit A - Interlocal Bulk Wastewater Service Agreement Between Polk County and the City of Lake Wales



**LEGEND**

- Lift Station
- Treatment Plant
- Crooked Lake Service Area
- Parcels

**Map Disclaimer**  
THE DATA, INFORMATION, AND OTHER CONTENT OF THIS MAP IS OFFERED "AS-IS" WITH NO CLAIM, REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, AS TO ITS ACCURACY OR COMPLETENESS. THIS MAP IS NOT A LEGAL DOCUMENT, ENGINEERING REPORT, OR SURVEY INSTRUMENT, AND IT IS NOT TO BE USED FOR THE DESIGN OR CONSTRUCTION OF ANY BUILDING, DEVELOPMENT, OR OTHER IMPROVEMENT. THE MAP RECIPIENT HAS THE BURDEN OF VERIFYING ALL DATA, INFORMATION, AND OTHER CONTENT OF THIS MAP AND ITS FITNESS OR APPROPRIATENESS FOR THE RECIPIENT'S USE. THE MAP RECIPIENT'S RELIANCE UPON THE DATA, INFORMATION, AND OTHER CONTENT OF THIS MAP IS SOLELY AT THE RECIPIENT'S OWN RISK. IN NO EVENT OR CIRCUMSTANCE WILL POLK COUNTY BE LIABLE OR ASSUME LIABILITY FOR ANY LOSS OR DAMAGE WHATSOEVER, WHETHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHERWISE, ARISING OUT OF OR RESULTING FROM ANY USE OR RELIANCE UPON THIS MAP, ITS DATA, INFORMATION, AND OTHER CONTENT, NO MATTER HOW THE LOSS OR DAMAGE WAS INCURRED OR CAUSED, AND REGARDLESS OF ANY ERRORS, OMISSIONS, OR INACCURACIES THEREIN.