

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:
June 2, 2026

Agenda Item Number: G-1

Action Required:
Yes

Department:
Capital Projects


Sponsor:
Robert Mather

Subject:
KLWTD Flovac Service Agreement

Summary of Discussion:

The Flovac Service Agreement establishes the formal post-implementation support structure for the KLWTD Collection System Monitoring Project by providing one year of continued monitoring platform support, with two optional one-year renewals, including software operation, firmware updates, nuisance-alarm response and tuning, data management, remote technical support, monthly reporting, and defined pricing for optional parts and authorized time-and-materials work outside the base scope.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ 95,000.00	1. Service Agreement Memo 2. Service Agreement
Administration: _____	Expense	
Finance: _____	Funding Source:	
District Counsel: _____	District	
District Clerk: _____	Budgeted:	
Engineering: _____	No	

Approved By:  Date: 5-28-26
General Manager



Memorandum

Date: May 27, 2026
To: Peter Rosasco, General Manager
From: Robert Mather, P.E.
Regarding: KLWTD Flovac Service Agreement

The KLWTD Collection System Monitoring Project relies on the Flovac monitoring platform to provide visibility into the District's vacuum sewer collection system. With nearing completion of the physical installation of monitoring components, the system will require continued software support, firmware updates, nuisance-alarm review, data management, and technical assistance to remain effective. The proposed service agreement provides a one-year service term with two optional one-year renewals by mutual written agreement and subject to annual appropriation.

This agreement permits Flovac to provide post-implementation support of the monitoring software including platform operation and access, firmware updates, alarm configuration, nuisance-alarm tuning, data interpretation, remote technical support, monthly tracking and reporting. The monitoring system must be maintained, adjusted, and reviewed as field conditions change. Through continued coordination, reporting, review, data interpretation, and system-support discussions, KLWTD staff will be able to better understand how the monitoring platform functions, what the alarms and trends indicate, and how system adjustments are made. After a period of support and training, the District may be able to take on more of the system review, interpretation, and operational management internally, reducing long-term reliance on outside support while still preserving the option for Flovac assistance when needed.

In addition to the base monitoring support, the service agreement also:

- Defines KLWTD's responsibilities for initial alarm investigation, documentation, and notification of anomalies.
- Establishes Flovac's role in reviewing nuisance alarms, supporting new monitoring connections, and tracking software-related adjustments.
- Provides monthly tracking and reporting on nuisance alarms, potential I&I indicators, critical alarms, end-of-line vacuum trends, notable site findings, and follow-up items.
- Gives discounted pricing on Flovac parts and components.
- Sets standard time-and-materials work rates outside the base service scope.
- Clarifies work outside defined contract scope requires written authorization from KLWTD before Flovac proceeds.
- Preserves KLWTD ownership of telemetry, operational, and system performance data generated by the monitoring system.

Approval of this service agreement will provide the District with the continued technical support needed to keep the Flovac monitoring system functional, useful, and reliable while also allowing KLWTD staff to develop the knowledge needed to manage more of the system independently. Without a formal service agreement, KLWTD would risk having a monitoring system in place without the necessary software support, alarm tuning, reporting, technical coordination, and training needed to utilize the full benefit of the system.

Revisions to this agreement since being placed on the May 19th agenda include: Clarification on discounted prices and tax status in Appendix A, additional language in Section 1.2 which clarifies that the annual fee under the agreement shall not exceed \$95,000 per year during the initial term and any renewal periods, for a total period not to exceed three years, KLWTD reserves the right to review pricing annually and request cost reductions where justified, and warranty clarifications for non-Flovac installed parts in Section 3.4.

Service Agreement

Between: Flovac Americas, LLC ("Flovac"), a provider of vacuum sewer monitoring products and services

And: Key Largo Wastewater Treatment District ("KLWTD"), a Florida Special District

Effective Date: August 01, 2026

Term: [One (1) year], with [two (2)] optional one-year renewals by mutual written agreement and subject to annual appropriation.

Dear KLWTD Board of Commissioners,

Flovac is pleased to present this annual services proposal for the continued support of the Flovac monitoring software platform serving KLWTD facilities. This scope is post-implementation and focuses on software and firmware maintenance, updates, remote technical support, and nuisance-alarm response and tuning. KLWTD may optionally purchase parts and components from Flovac at reduced pricing as described in the Parts & Components Price List in Appendix A. Fees for labor including installation, repairs, and preventive maintenance of physical equipment are included in Appendix B.

1.0 This proposal is based on the following information:

- 1.1 All district collection system components connected to the Flovac monitoring platform will be supported under this agreement.
- 1.2 Term – Twelve (12) months from the Effective Date, with up to two (2) optional one-year renewals by mutual written agreement and subject to annual appropriation. The annual fee under this agreement shall not exceed Ninety-Five Thousand Dollars (\$95,000) per year during the initial term and any renewal periods, for a total period not to exceed three (3) years. KLWTD reserves the right to review pricing annually and request cost reductions where justified, including but not limited to circumstances where district staff have been sufficiently trained to respond to and resolve alarms internally, thereby reducing the level of support required.

2.0 Scope of Services (Included in Base Annual Fee)

Working Hours Clause

Normal working hours under this Agreement shall be Monday through Friday, between the hours of 8:00 AM and 5:00 PM. Any time falling on a major or federal holiday shall not be considered normal working hours, regardless of the day of the week. Work performed outside of these hours shall be considered outside normal working hours unless otherwise agreed to in writing by both parties.

2.1 Software Platform Operation & Access

- Hosting/operation of the Flovac monitoring software and user portal.
- User administration and standard role-based access for KLWTD personnel.
- Maintaining a log of login date, time, location tracking and recording of operational setting changes or commands.
- Security patches and minor/major version updates.

2.2 Firmware Updates

- Updates to firmware requiring site visits.

2.3 Nuisance Alarm Response & Tuning

- Site Investigation to repetitive/spurious/non-actionable alarms after initial inspection by KLWTD.
- KLWTD shall document all inspection findings in the Task section of the monitoring page prior to contacting Flovac.
- Flovac will determine the cause of the nuisance alarm and log its findings in the monitoring system. Configuration adjustments as necessary and tuning changes with KLWTD approval.
- Flovac will provide a monthly tracking and reporting on nuisance-alarm, potential I&I indicators, critical alarms, end of line vacuum trends, notable site findings, and prior month follow ups. Flovac will use commercially reasonable efforts to deliver the monthly tracking report by the second Tuesday of each month, ahead of the monthly board meeting.
- A nuisance alarm is defined as an alarm that does not indicate a condition that could adversely affect the collection network, cause an SSO, or result in property damage. Examples of situations that are not considered nuisance alarms are high level, low vacuum, or a valve stuck open.

Nothing herein obligates Flovac to initiate emergency responses, dispatch field personnel, or take unilateral operational action absent express written authorization from KLWTD.

2.4 Configuration & Data Management

- Management of alarm thresholds, escalation paths, and rules.
- Flovac provides data interpretation using the monitoring platform for I&I tracking, rainfall/tide runtime comparison, and trend identification.
- Maintenance of monitored points/asset registry within the platform.
- Support the connection of newly installed monitoring components to the platform.
- Routine data quality checks.

2.5 Remote Technical Support

- Business-hours help desk for “how-to” questions and portal support.
- Access to ticketing and knowledge resources.
- Response times are provided on a commercially reasonable efforts basis and do not constitute a guaranteed service-level commitment unless expressly stated in writing.

Not in Scope: Any on-site preventive maintenance, field calibration, hardware repair/replacement, or integration work not expressly listed above. Such services, if requested, may be approved on a time and materials basis.

3.0 Parts & Components Pricing (Optional, Outside Base Fee)

- 3.1 KLWTD may purchase Flovac-supplied parts/components at discounted pricing shown in Appendix A.
- 3.2 Parts, materials, and supplies necessary for the repair or maintenance of the collection system components will be invoiced separately in accordance with the prices shown in Appendix A.
- 3.3 Parts, materials and supplies will be billed on a quarterly basis.
- 3.4 Flovac-supplied parts are warranted for a period of sixty (60) days from delivery against defects in materials and workmanship under normal operating conditions. This warranty does not cover improper installation, misuse, normal wear and tear, or damage caused by third-party components or external conditions. Non-Flovac parts supplied and installed by Flovac are subject to the applicable manufacturer’s warranty; however, Flovac shall coordinate warranty claims with the manufacturer and facilitate resolution of any valid warranty issues related to such parts. Flovac’s obligation under this warranty is limited to repair or replacement of the defective component in accordance with the applicable

warranty terms.

4.0 Flovac Standard Time & Materials Rates (Optional, Outside Base Fee)

- 4.1 KLWTD may authorize Flovac to provide services and provide supplemental materials in accordance with the standard time and material rates shown in Appendix B.
 - 4.2 Services authorized by KLWTD that are necessary for the repair or maintenance of the collection system components will be invoiced separately in accordance with the rates shown in Appendix B.
 - 4.3 Non-Flovac parts purchased and installed are subject to the manufacturer's warranty only.
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5.0 Commercial Terms

- 5.1 Base Annual Fee: \$95,000.00 (invoiced quarterly in advance).
 - 5.2 Parts & Components: Flovac parts may be optionally purchased at the rates in Appendix A.
 - 5.3 Standard Time & Materials: Flovac services and supplemental parts may be authorized by KLWTD based on the rates provided in Appendix B.
 - 5.4 This proposal is valid for 90 days beyond the date of issue.
 - 5.5 Payment Terms: Net 30 days from invoice date.
 - 5.6 Flovac will not proceed with any work outside of the contractually defined scope of work without receiving written authorization to proceed.
 - 5.7 Upon receiving due notice, Flovac may proceed with authorized repairs at the standard time & materials rate as identified in Appendix B.
 - 5.8 Non-Appropriation: Continuation beyond the current fiscal year is optional contingent on mutual written agreement of renewal and contingent upon appropriation of funds; if not appropriated, KLWTD may terminate without penalty at the end of the then-current budget period.
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6.0 Assumptions, Exclusions & District Responsibilities

6.1 Assumptions

- KLWTD conducts initial inspection of collection system components upon receiving alarm, notifying Flovac after 2 number of repeated alarms on the same valve within the following duration: 2 days.
- KLWTD will complete and log the required repairs and maintenance on the physical collection system monitoring components following identification of root cause of nuisance alarms by Flovac. Necessary parts and components will be purchased based on the pricing in Appendix A and invoiced separately.
- Flovac will complete and track causes and adjustments taken to remedy software issues which cause nuisance alarms.
- Flovac will provide support for all new monitoring connections for KLWTD infrastructure.

6.2 Exclusions

- Field services (installations, PM/repair) unless authorized by KLWTD, non-Flovac hardware, third-party carrier outages, force majeure, cyber events not attributable to Flovac's systems, data retention beyond standard terms, and any services not expressly listed in Section 2.

- Monthly monitoring platform fees (\$500/month) are excluded from this agreement and will be invoiced under a separate agreement.

6.3 KLWTD Responsibilities

- Conduct initial investigation into alarms.
- Record initial investigation findings on the monitoring page.
- Notify Flovac when nuisance alarm conditions occur for field inspection.
- Ensure site access, if needed, for Flovac staff actions.
- Promptly notify Flovac of anomalies, site changes, or operational constraints.

7.0 Legal & Compliance

- 7.1 Data Ownership & Public Records All telemetry, operational, and system performance data generated by the Flovac Monitoring System in connection with services provided under this Agreement shall remain the sole property of the Key Largo Wastewater Treatment District (“KLWTD”).
- Flovac is granted a limited, non-exclusive, non-transferable license to access, process, analyze, and store such data solely for the purpose of performing services under this Agreement, including system monitoring, diagnostics, reporting, and performance optimization.
- Flovac shall comply with Chapter 119, Florida Statutes, with respect to public records related to services performed under this Agreement. Public records in Flovac’s possession shall be made available to KLWTD upon request and in accordance with statutory requirements.
- Flovac shall not be deemed the custodian of public records generated or maintained on behalf of KLWTD and shall not be responsible for responding directly to public records requests unless expressly authorized in writing by KLWTD.

7.2 Data Security, Retention, and Backups

- Flovac shall implement commercially reasonable administrative, technical, and physical safeguards designed to protect system data from unauthorized access, disclosure, or destruction while in Flovac’s control.
- Flovac’s monitoring platform is not intended to serve as KLWTD’s system of record or primary data backup, and KLWTD remains responsible for maintaining its own archival, redundancy, and disaster-recovery systems unless otherwise agreed to in writing.
- Upon termination or expiration of this Agreement, Flovac shall, upon written request, provide KLWTD with a reasonable export of existing system data in its then-current format, excluding custom analysis or reprocessing unless separately authorized.

7.3 Limitation of Responsibility & Consequential Damages

Flovac shall not be responsible for:

- Loss of data not caused by Flovac’s negligence or willful misconduct.
- Damage to property, structures, or private systems not directly under Flovac’s control

- Home damage, environmental damage, loss of service, loss of revenue, or other incidental, indirect, special, or consequential damages, except to the extent such damages arise directly from Flovac's gross negligence or willful misconduct, or a material breach of this Agreement.

7.4 No Operational Control Disclaimer

- KLWTD acknowledges that Flovac's services are advisory and support-based in nature. Final operational decisions, response actions, and maintenance execution remain solely the responsibility of KLWTD and its operating staff.
- Flovac does not have direct control over field operations, third-party infrastructure, or contractor response times unless expressly authorized in writing.

7.5 Insurance

- CGL \$1M per occurrence/\$2M aggregate; Auto \$1M CSL; Workers' Comp per Florida law; Tech E&O/Professional \$2M aggregate (certificates available on request).

7.6 Indemnification; Hold Harmless; Sovereign Immunity

- To the extent permitted by Florida law, Flovac shall indemnify, defend, and hold harmless KLWTD, its Board of Commissioners, officers, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from:
 - (a) the negligent acts, errors, or omissions or willful misconduct of Flovac or anyone directly or indirectly employed by Flovac in the performance of the Services; or
 - (b) Flovac's breach of this Agreement.
- This obligation shall not apply to the extent such claims arise from the negligence or willful misconduct of KLWTD or its officers, employees, or agents.
- Nothing in this Agreement shall be construed as a waiver of KLWTD's sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statutes. Flovac agrees that any indemnification obligations owed by KLWTD, if any, shall be subject to and limited by the provisions of Section 768.28, Florida Statutes.

7.7 Termination

7.7.1 Termination for Convenience.

- KLWTD may terminate this Agreement, in whole or in part, for its convenience upon thirty (30) days' prior written notice to Flovac. In the event of such termination, Flovac shall cease work as directed and shall be entitled to payment for Services satisfactorily performed through the effective date of termination, plus authorized, non-cancelable costs incurred prior to termination. Flovac shall not be entitled to anticipated profits, consequential damages, or costs incurred after the effective date of termination.

7.7.2. Termination for Cause

- Either party may terminate this Agreement upon written notice if the other party materially breaches the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice specifying the breach. In the event of termination for cause by KLWTD, payment shall be limited to Services satisfactorily performed through the effective date of termination.

7.7.3. Effect of Termination

- Upon termination or expiration of this Agreement:
- All licenses granted to KLWTD for the software shall continue through the end of the paid service period unless earlier terminated for cause;
- Each party shall return or destroy the other party's confidential information in accordance with this Agreement; and
- Sections relating to payment obligations, data ownership, public records, indemnification, limitation of liability, governing law, and sovereign immunity shall survive.

7.8 Governing Law & Venue

- State of Florida; venue in Monroe County, Florida.
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8.0 Acceptance

Please indicate acceptance by signing below. Upon receipt, Flovac will issue a kickoff notice and coordinate initial contacts and priorities.

For: Flovac Americas, LLC

Name/Title:

Signature:

Date: _____

For: Key Largo Wastewater Treatment District

Name/Title:

Signature:

Date: _____

Appendix A — Parts & Components Price List

(The pricing shown in Appendix A reflects a 10% discount on Flovac-manufactured parts only. Non-Flovac parts are excluded from this discount and are subject to standard manufacturer pricing.)



Flovac Americas
 15 Utility Dr.
 Suite A
 Palm Coast, FL
 32137

Sales Quote



Order number QU-1344
Date May 27, 2026

Billing Address

Key Largo Waste Water Treatment District
 PO BOX 491
 Key Largo, Florida
 33037
 USA

Contact

Rudy Perez

Parts pricing list for reference only
 - not an invoice

Phone

305-522-4019

Email

rodolfo.perez@klwtd.com, finance@klwtd.com

Payment Terms

Net 30

Product	Quantity	Unit Price	Discount	Tax code	Subtotal
 1USFC0005 - Electronic Controller Electronic Controller	1	\$628.02	10 %	Non-Taxable	\$565.22
 Flovac Smart Monitoring Module, 915Mhz, Flovac USA Flovac Smart Monitoring Module, 915Mhz, Flovac USA	1	\$607.59	10 %	Non-Taxable	\$546.83
 912027 - Vacuum Sensor 3.3v, Sensor Only Vacuum Sensor 3.3v, Sensor Only	1	\$517.13	10 %	Non-Taxable	\$465.42
 FMS Battery Pack FMS Battery Pack 38,000mAh	1	\$125.00	10 %	Non-Taxable	\$112.50
 912517 - IP67 Pressure Sensor (Force Main Monitoring) Pressure Sensor (Force Main Monitoring- not vacuum) IP67	1	\$1,886.32	10 %	Non-Taxable	\$1,697.69
 Sensor, Valve, Flovac/Airvac, 2mtr (Assembly) Sensor, Valve	1	\$221.85	10 %	Non-Taxable	\$199.67
 Magnet with Holder, Valve	1	\$12.45	10 %	Non-Taxable	\$11.21
 Float Sensor Float Sensor only. Weight sold separately. Additional kit might be needed for 1 piece pit vs. 2 piece pit.	1	\$237.84	10 %	Non-Taxable	\$214.06
 Wye Cable M12, 4P, Male to Female 2x	1	\$39.00	10 %	Non-Taxable	\$35.10
 1USFVP0025AV - Remote Mount Controller Kit (AV Pits) Remote Mount Controller Kit (Other Pits)	1	\$356.04	10 %	Non-Taxable	\$320.44

Pedestals, Conduit, Grommets, Valves and Controller sold Separately.

This kit will work with existing vacuum valves.

Need 2in. or larger conduit and pedestal to locate the controller.

Parts pricing list for reference only
- not an invoice

	1USFMS0007-16- Gateway 915Mhz, USA	1	\$9,102.00	10 % Non-Taxable	\$8,191.80
Gateway 915Mhz, USA, Assembly Includes: - Antennas - Bracket					
	Valve Rebuild Kit for 3" Valve, USA	1	\$86.10	10 % Non-Taxable	\$77.49
Valve Rebuild Kit - Flovac and Others					
	Flovac Controller, Standard	1	\$471.78	10 % Non-Taxable	\$424.60
Standard Controller. Activation Height 4.75" to 6.25"					
	Flovac 5.5FT Pit - Pretested, Install Ready	1	\$4,932.47	10 % Non-Taxable	\$4,439.22
Included: 3" Flovac Valve Flovac Controller Slip Key 3" Spigot Hose clamps both 3/8 and 5/8 Gate Valve (knife valve) Lock for Gate Valve 2" Grommet 4" Grommet x 2 6" Grommet x 1					
Sold Separately: Flovac Metal Lid with seal - 24", 4" rise Flovac Air Dedicated Air Terminal					
	1USFVP0001- Flovac Metal Lid w/Seal	1	\$693.72	10 % Non-Taxable	\$624.35
24" - 4" rise- Ductile Iron Hinged Lid Includes: - Gasket Seal					
	1USFMS0012 - FMS Solar Power Manager	1	\$251.60	10 % Non-Taxable	\$226.44
6V 5W Max Input Out: 3.3 Volt, 5,700mAh Also used on low pressure monitoring with 110v to 5v power supply					
	1USFMS0036 - Solar Panel	1	\$39.38	10 % Non-Taxable	\$35.44
3.5W 6V Charcoal Solar Panel					

Remarks

Valid for 365 days following the execution of this Agreement

Subtotal

\$18,187.48

Appendix B — Flovac Standard Time & Materials Rates

Appendix B — Flovac Standard Time & Materials Rates

Flovac Service Agreement		
Appendix B - Flovac Standard T & M Rates		
Description	Unit Price	Unit
Field Technician:	\$ 155.00	Hourly
Senior / Lead Technician	\$ 245.00	Hourly
Ops / Technical Manager	\$ 275.00	Daily Per Person
Work perform outside of normal working hours	+ 30%	
Non-Flovac Materials and Supplies	Cost + 15% for OH/MU	

1. T&M services shall be performed only upon written authorization by KLWTD.
2. Travel to and from jobsite shall be considered hours worked.
3. Minimum call out is 4 hours, over 4 hours billing increments shall be one-half (0.5) hour unless otherwise agreed.
4. Overtime, weekend, or emergency response services, if requested, may be billed at adjusted rates.
5. Above charges would not apply to warranty work/repairs while components are under warranty period.
6. If Flovac is called to a valve pit for a condition that is not defined as a nuisance alarm, travel will be charged in accordance with Item No. 2 for the inspection of the valve pit. Authorization should then be obtained, per Item No. 1 above, before proceeding