

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

Meeting Date:
July 21, 2026

Agenda Item Number: O-1

Action Required:
Yes

Department:
Legal

Sponsor:
Nick Mulick

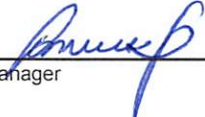
Subject:

Revised KLWTD Flovac Monitoring System Service Agreement

Summary:

At its June 2, 2026 public meeting the Board considered entering into a proposed service agreement to provide support for the District's Wastewater collection system monitoring program installed by Flovac. Based on Board comments received at the meeting, the agreement was revised to provide for termination by the District without cause upon 30-days written notice to Flovac, monthly and semi-annual reporting, and deletion of a provision allowing Flovac to withdraw licenses granted by Flovac to the District for monitoring system operation software. Staff recommends approval.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$	1. Revised Flovac Monitoring System Service Agreement 2. Original Proposed Service Agreement.
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	N/A	

Approved By:  Date: 7-16-26
General Manager

MONITORING SYSTEM SERVICE AGREEMENT

THIS MONITORING SYSTEM SERVICE AGREEMENT (“Agreement”) is entered into between Key Largo Wastewater Treatment District (“KLWTD”) and Flovac, Inc., a Delaware corporation d/b/a Flovac Americas (“Flovac”) this _____ day of July 2026.

WHEREAS, Flovac is a provider of proprietary vacuum system sewer monitoring products and services; and

WHEREAS, at KLWTD’s request, Flovac installed its proprietary vacuum system sewer monitoring program and components enabling KLWTD to receive real-time data to assist in the detection of potential malfunctions in KLWTD’s wastewater collection system and components; and

WHEREAS, the Flovac monitoring system is comprised of remote detection equipment and components integrated with a central monitoring platform; and

WHEREAS, KLWTD desires to enter into a service agreement with Flovac to provide support services for the Flovac monitoring software platform and repair and maintenance services for collection system monitoring equipment and components; and

WHEREAS, Flovac is willing to enter into a service agreement with KLWTD to support the vacuum sewer monitoring system installed by Flovac on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, representations and provisions set forth in this Agreement and other good and valuable considerations, receipt of which is acknowledged by each party, KLWTD and Flovac agree as follows:

ARTICLE I Scope of Services

1.1 Software Platform Operation & Access

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

1.2 Firmware Updates

- a. Updates to firmware requiring site visits.

1.3 Nuisance Alarm Response & Tuning

- a. Site investigation of repetitive/spurious/non-actionable alarms after initial inspection by KLWTD.
- b. KLWTD will document all inspection findings in the Task section of the monitoring page prior to contacting Flovac.
- c. 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.
- d. Flovac will provide monthly tracking and reporting on nuisance alarm, potential inflow and infiltration (“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.
- e. 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.

1.4 Configuration & Data Management

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

Flovac

KLWTD

1.5 Remote Technical Support

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

1.6 Monthly Summaries and Semi-annual Reports

- a. Each month, Flovac will submit to KLWTD a report summarizing the work performed during the previous month.
- b. Beginning with the period ending six months from the effective date of this Agreement, and every six months thereafter, Flovac will prepare and submit to the KLWTD Board of Commissioners a written report detailing the services performed by Flovac. The report shall include the name and title of the staff person performing the service, the time devoted by each staff person to performing the service, and an itemized list of materials and supplies used in the performance of the service.

ARTICLE II Compensation

- 2.1 Flovac shall be entitled to an annual fee not to exceed \$95,000.00, payable quarterly in advance.
 - a. Payment terms: Net 30 days from invoice date.

ARTICLE III System Components Repair and Maintenance

- 3.1 In addition to the scope of services described in Article I above, at KLWTD’s request, Flovac will repair and maintain the monitoring system equipment and components as follows:
 - a. Services authorized by KLWTD necessary for the repair and maintenance of the collection system components will be invoiced separately in accordance with the rates shown in Appendix A.

Flovac KLWTD

- b. 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 B.
- c. Parts, materials, and supplies will be billed on a quarterly basis.
 - (i) Payment terms: Net 30 days from invoice date.
- d. Flovac-supplied parts are warranted for a period of 60 days from installation 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 purchased and installed by Flovac are subject to a 60-day warranty or the manufacturer's warranty, whichever is longer. Flovac's obligation under this warranty is limited to repair or replacement of the defective component.

ARTICLE IV Term of Agreement

- 4.1 The term of this Agreement shall be one year.
- 4.2 This Agreement may be extended for two additional one-year terms upon written notice by KLWTD to Flovac no earlier than 90 days and no later than 30 days before the expiration of each one-year term.

ARTICLE V Termination

5.1 Termination by KLWTD

KLWTD may terminate this Agreement, in whole or in part, upon 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. Flovac shall not be entitled to anticipated profits, consequential damages, or costs incurred after the effective date of termination.

 Flovac

 KLWTD

5.2 Termination for Cause

Flovac may terminate this Agreement upon written notice if KLWTD materially breaches this Agreement and fails to cure such breach within 30 days of receipt of written notice specifying the breach. In the event of termination of this Agreement, Flovac shall be entitled to payment for services satisfactorily performed through the effective date of termination. Flovac shall not be entitled to anticipated profits, consequential damages, or costs incurred after the effective date of termination.

ARTICLE VI Exclusions & KLWTD Responsibilities

6.1 Exclusions

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

6.2 KLWTD Responsibilities

- a. KLWTD will conduct initial inspection of collection system components upon receiving an alarm, notifying Flovac after two repeated alarms on the same valve within two days.
- b. 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.
- c. Record initial investigation findings on the monitoring page.
- d. Notify Flovac when nuisance alarm conditions occur for field inspection.
- e. Ensure site access, if needed, for Flovac staff actions.
- f. Promptly notify Flovac of anomalies, site changes, or operational constraints.

Flovac

KLWTD

ARTICLE VII
Legal & Compliance

7.1 Data Ownership & Public Records

- a. 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 KLWTD.
- b. 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.
- c. 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.
- d. 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

- a. 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.
- b. 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.
- c. 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.

Flovac

KLWTD

7.3 Limitation of Responsibility & Consequential Damages

Flovac shall not be responsible for:

- a. Loss of data not caused by Flovac's negligence or willful misconduct.
- b. Damage to property, structures, or private systems not directly under Flovac's control.
- c. 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, except to the extent that such damage is covered by Flovac's insurance policy.

7.4 No Operational Control Disclaimer

- a. 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.
- b. Flovac does not have direct control over field operations, third-party infrastructure, or contractor response times unless expressly authorized in writing.

7.5 Insurance

- a. 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

- a. 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:

Flovac

KLWTD

(i) 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

(ii) Flovac's breach of this Agreement.

- b. 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.
- c. 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 Governing Law & Venue

- a. The interpretation and enforcement of this Agreement shall be in accordance with the laws of the State of Florida.
- b. Venue for any legal proceeding to enforce this Agreement shall be in Monroe County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Flovac, Inc., a Delaware corporation
d/b/a "Flovac Americas"

Signature of Witness as to Flovac

By: _____
Michael D. Pringle,
Director of Operations

Printed Name of Witness as to Flovac

Key Largo Wastewater Treatment District

Signature of Witness as to KLTWD

By: _____
Peter Rosasco, General Manager

Printed Name of Witness as to KLWTD

Appendix A — Flovac Standard Time & Materials Rates

Appendix A — Flovac Standard Time & Materials Rates

Flovac Service Agreement			
Appendix A - Flovac Standard T & M			
Description	Rates	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

Appendix B — Parts & Components Price List

(FLovac will provide a 10% discount on all parts throughout the term of the service contract)



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

Sales Quote



Order number
Date

QU-1344
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 Valve Rebuild Kit - Flovac and Others	1	\$86.10	10 %	Non-Taxable	\$77.49
	Flovac Controller, Standard Standard Controller. Activation Height 4.75" to 6.25"	1	\$471.78	10 %	Non-Taxable	\$424.60
	Flovac 5.5FT Pit - Pretested, Install Ready					
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		1	\$4,932.47	10 %	Non-Taxable	\$4,439.22
Sold Separately: Flovac Metal Lid with seal - 24", 4" rise Flovac Air Dedicated Air Terminal						
	1USFVP0001- Flovac Metal Lid w/Seal					
24" - 4" rise- Ductile Iron Hinged Lid Includes: - Gasket Seal		1	\$693.72	10 %	Non-Taxable	\$624.35
	1USFMS0012 - FMS Solar Power Manager					
6V 5W Max Input Out: 3.3 Volt, 5,700mAh		1	\$251.60	10 %	Non-Taxable	\$226.44
Also used on low pressure monitoring with 110v to 5v power supply						
	1USFMS0036 - Solar Panel					
3.5W 6V Charcoal Solar Panel		1	\$39.38	10 %	Non-Taxable	\$35.44

Remarks

Valid for 365 days following the execution of this Agreement

Subtotal

\$18,187.48

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.

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.

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.

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
Date

QU-1344
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	Gateway 915Mhz, USA, Assembly	1	\$9,102.00	10 %	Non-Taxable	\$8,191.80
Includes: - Antennas - Bracket							
	Valve Rebuild Kit for 3" Valve, USA	Valve Rebuild Kit - Flovac and Others	1	\$86.10	10 %	Non-Taxable	\$77.49
	Flovac Controller, Standard	Standard Controller. Activation Height 4.75" to 6.25"	1	\$471.78	10 %	Non-Taxable	\$424.60
	Flovac 5.5FT Pit - Pretested, Install Ready	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	1	\$4,932.47	10 %	Non-Taxable	\$4,439.22
Sold Separately: Flovac Metal Lid with seal - 24", 4" rise Flovac Air Dedicated Air Terminal							
	1USFVP0001- Flovac Metal Lid w/Seal	24" - 4" rise- Ductile Iron Hinged Lid Includes: - Gasket Seal	1	\$693.72	10 %	Non-Taxable	\$624.35
	1USFMS0012 - FMS Solar Power Manager	6V 5W Max Input Out: 3.3 Volt, 5,700mAh	1	\$251.60	10 %	Non-Taxable	\$226.44
Also used on low pressure monitoring with 110v to 5v power supply							
	1USFMS0036 - Solar Panel	3.5W 6V Charcoal Solar Panel	1	\$39.38	10 %	Non-Taxable	\$35.44

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