



## REPORT TO CITY COUNCIL

**Approved by:**

Arnoldo Rodriguez for:  
Harpiar Gandhi, Public Works Ops Director  
Arnoldo Rodriguez  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** February 18, 2026

**Agenda Number:** B-16

**SUBJECT:**

Agreement with Backflow Solutions, Inc. (BSI)

**RECOMMENDATION:**

Adopt a Resolution approving an agreement with BSI for backflow prevention assembly notification and Fats, Oils and Grease (FOG) management and control program data management services

**SUMMARY:**

On January 20, 2021, the City entered into a three-year (3-year) agreement with BSI for notification and data management functions on behalf of the City for backflow prevention assemblies (BPA). The agreement included two optional one-year extensions, both of which have been exercised, with the current agreement set to expire on March 1, 2026.

To ensure continuity of services and continued compliance with state reporting requirements, staff recommends entering into a new agreement with BSI for an initial three-year (3-year) term with the option to extend the agreement for up to two (2) additional one-year (1-year) periods, for a total potential term of five (5) years. The new agreement will continue to provide notification and management for BPAs and will additionally provide data management for the FOG management and control program.

**DISCUSSION:**

Pursuant to guidelines, as the local water provider, the City is required to record BPA data that is then reported to the State of California (State). A BPA is an assembly that protects the City's water supply from backflow, i.e., unintended backwards flow of water that could introduce contaminants into the City's drinking water supply. BPAs are typically located on private property

and must be tested annually by a third party. Although the City does not test BPAs, the City is required to collect and report data to the State.

In 2021, staff evaluated multiple vendors that specialize in backflow data management and notification services. Although the annual cost of these services does not require formal competitive procurement, staff prioritized vendors that provide reliable service, minimize administrative burden on City staff, and offer a positive and cost-effective experience for water customers. Based on these criteria, BSI was selected and approved by the City Council.

### ***Backflow Testing and Support***

In addition to mailing compliance notices, BSI provides customer service support for water customers, maintains an updated list of certified backflow testing companies operating in the region, and verifies that testing companies are properly credentialed with the State. BSI has confirmed that the processing fee billed directly to customers will remain \$15.95 for the first two years of the agreement and will increase to \$16.95 in Year 3. This fee is paid by the customer and has no fiscal impact on the City.

With the expiration of the existing agreement approaching and no remaining extension options available, staff recommends entering into a new agreement with BSI. The proposed agreement would establish a three-year base term with two optional one-year extensions, allowing the City to maintain service continuity while preserving future flexibility. Staff further notes that the proposed agreement includes a termination for convenience provision allowing the City to terminate the agreement at any time with thirty (30) days' written notice. This provision provides the City with flexibility to discontinue services if operational needs change, performance concerns arise, or alternative service delivery options are identified, while limiting the City's long-term contractual exposure.

Under the existing agreement, BSI has:

1. Maintained a web-based platform allowing certified testers to submit test results and remit processing fees;
2. Issued up to two (2) annual compliance notices to customers with BPAs; and
3. Submitted required compliance data to the State on behalf of the City.

The existing agreement with BSI has proven effective and cost-efficient. Over the life of the agreement to date, BSI has issued approximately 5,331 compliance notices on behalf of the City, resulting in significant savings in staff time and mailing costs. At current first-class postage rates, this volume of mail would have cost the City approximately \$4,158 in postage alone. If a customer remains non-responsive after the initial and subsequent notifications, City staff conducts follow-up actions as necessary. Overall, BSI performs the primary outreach, data collection, and reporting functions, allowing City staff to focus on non-voluntary compliance matters rather than routine administrative tasks.

### ***FOG Tracking Program Add-On***

A FOG Program is a proactive initiative designed to protect the sanitary sewer system from blockages and overflows caused by grease-related waste. Grease is a common byproduct of everyday cooking—originating from meat fats, oils, butter, sauces, dairy products, baked goods, and food scraps—and when poured down sinks or toilets, it adheres to the inside of sewer pipes. Over time, this buildup can severely restrict or completely block sewer lines, leading to sewer backups, overflows, environmental impacts, and increased operation and maintenance costs for the City. A FOG Program helps prevent these issues through education, monitoring, and proper disposal practices, such as keeping grease out of drains, scraping food waste into the trash or appropriate recycling streams, and using strainers or baskets to capture solids before they enter the sewer system.

Under the proposed agreement, BSI will provide a FOG tracking program to support the City's FOG management efforts. The program includes a centralized, web-based database that is updated in real time as grease hauling manifests are submitted. Reports will be submitted by grease haulers or property owners through BSI's online portal, allowing City staff to view, filter, and extract FOG-related data at any time for monitoring and compliance purposes. BSI will also manage routine communications, including calls and emails, from grease haulers and property owners related to data submittals and program use.

As part of the FOG program, BSI will issue one (1) initial notification letter to grease haulers identified by the City. In addition, BSI will send up to three (3) annual notification letters to all properties identified by the City as subject to FOG tracking requirements. The timing of these notifications will be determined by the City. Enforcement actions for non-compliant properties will remain the responsibility of the City.

### **FINANCIAL IMPACT:**

The subscription agreement includes a fixed annual cost of \$495 for backflow monitoring. The FOG Tracking Program includes an annual cost of \$1,500 for up to 150 properties and includes program set up, database creation, initial outreach and ongoing administration. These costs are within existing appropriations in the current Fiscal Year operating budget for Water and Wastewater, and do not require Council action, as any applicable fund adjustments can be handled administratively. Pursuant to Title II (Administration), Chapter 4 (Purchasing Procedures) of the Madera Municipal Code, Section 2-4-.05, the total cost of the contract over the initial term falls below the threshold requiring competitive procurement. Accordingly, the City is not required to obtain quotes or solicit the services through a Request for Proposals (RFP) or similar competitive process.

### **ALTERNATIVES:**

In considering options, the Council may explore the following alternatives:

1. Direct staff to seek a different vendor for these services.

2. Direct City staff to assume responsibility for customer notification, data management, and state reporting.

**ATTACHMENTS:**

1. Resolution
  - a. Exhibit A: BSI Subscription Agreement

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, APPROVING A NEW AGREEMENT WITH BACKFLOW  
SOLUTIONS, INC., FOR BACKFLOW PREVENTION DEVICE NOTIFICATION  
AND FATS, OILS, AND GREASE PROGRAM DATA MANAGEMENT SERVICES**

**WHEREAS**, the City of Madera is required by State of California regulations to collect and report backflow prevention device data to ensure the protection of the City’s potable water supply; and

**WHEREAS**, on January 20, 2021, the City Council approved an agreement with Backflow Solutions, Inc. (BSI) for backflow prevention device notification and data management services, which agreement, including all extensions, is set to expire on March 1, 2026; and

**WHEREAS**, BSI has provided satisfactory services under the existing agreement, resulting in operational efficiencies, cost savings, and improved customer compliance; and

**WHEREAS**, an agreement has been prepared that is in the best interests of the City and BSI to provide services for backflow prevention device data management; and

**WHEREAS**, in addition to a backflow prevention program, the City of Madera desires to implement a Fats, Oils, and Grease (FOG) tracking program and utilize data management services to support effective wastewater system management; and

**WHEREAS**, the City Council finds that entering into a new subscription agreement with Backflow Solutions, Inc. (BSI) for continued backflow prevention device notification and data management services, and for the FOG tracking program add-on, will support the City’s regulatory compliance efforts, improve operational efficiency, and assist in protecting both the City’s potable water supply and sanitary sewer infrastructure.

**NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA**, hereby resolves, determines, finds, and orders as follows:

1. The above recitals are true and correct.
2. The City Council approves the Agreement as shown in Exhibit A, attached hereto and incorporated herein.
3. The City Manager is authorized to execute the Agreement as well as extensions to the Agreement in term only, not to exceed a total Agreement term of five (5) years.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

## SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (the "Agreement") is made and entered into as of March 1<sup>st</sup> 2026 (the "Effective Date") by and between **Backflow Solutions, Inc. (BSI Online)**, an Illinois corporation ("BSI") and The City of Madera (the "Water Purveyor"). BSI and the Water Purveyor hereby enter into an online agreement whereby BSI will perform certain notification and data management functions on behalf of the Water Purveyor. The Water Purveyor will provide BSI with the information described hereafter and require all companies performing backflow assembly tests within the Water Purveyor's jurisdiction to submit test results online to BSI Online.

### 1. **BSI RESPONSIBILITIES.**

- a. Maintain the secure online database to ensure a functional backflow assembly tracking system that is easy to understand and use by licensed testers. BSI shall also maintain an internet website where testers shall input all data related to the backflow tests performed in the Water Purveyor's jurisdiction.
- b. BSI to send notifications (2) annually to the Water Purveyor's identified customers who have a backflow assembly due for testing. The number of notifications sent will align with the Program Package chosen by the Water Purveyor.
- c. BSI to assist with backflow-related customer support to the Water Purveyor, their customers, and the local backflow testing community. All support is provided virtually via phone or email.
- d. BSI to provide the Water Purveyor with reports, access to data, and an unlimited number of users.

### 2. **WATER PURVEYOR RESPONSIBILITIES**

- a. Should enforcement efforts be necessary, this is the sole responsibility of the Water Purveyor.
- b. To facilitate the payment process, please provide BSI with a point of contact for future invoices.

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_

### 3. **PACKAGE FOR ANNUAL BACKFLOW TRACKING.**

- a. The cost of mailing materials, postage, and labor are built into the pricing below, unless otherwise noted in the Cost clause of this Agreement.
- b. **TIER 1: STANDARD PACKAGE**
  - i. BSI to send up to two (2) notifications, Test Due Notice and Overdue Notice, to water customers that have testable assemblies, advising them their assembly is due for testing. The Test Due Notice shall be sent approximately thirty-two (32) days prior to the scheduled due date. The Overdue Notice shall be sent one (1) day after the scheduled due date has passed if backflow test results have not been entered to the online database.

### 4. **COST AND ADDITIONAL SERVICES (IF APPLICABLE).**

- a. **ANNUAL BACKFLOW TRACKING.** Water Purveyor opts for Program Package: standard. BSI to charge Water Purveyor \$495 annually.
  - i. **INDUCEMENT.** Water Purveyor acknowledges and agrees that to induce BSI to provide the service contemplated by this Agreement, for each Test Report submitted to the online database the **data entry charge of \$15.95 per report** (the "Filing Fee") shall be **paid by the tester** prior to uploading the test data to the online database.
    1. **Year 3 (March 1<sup>st</sup> 2028): The data entry charge shall increase to \$16.95.**
  - ii. **OPTIONAL REBATE PROGRAM.** If the Water Purveyor should add additional funds to BSI's Filing Fee, BSI will charge a 5% processing fee to the rebate amount.
- b. **FOG TRACKING PROGRAM ADD-ON**
  - i. **PROGRAM FEATURES.** Real time data as each time a manifest is entered, your FOG database is instantly updated. Reports are submitted by haulers or property owners via [www.bsionlinetracking.com/fog](http://www.bsionlinetracking.com/fog). Access to view, filter, and extract your data at any time. BSI handles all communication (calls and emails) from haulers and property owners.



ii. **NOTIFICATIONS.** BSI will send 1 initial notification letter to list of haulers provided by the Water Purveyor. BSI will also send 3 annual notifications to all properties identified by the Water Purveyor. The timing of these letters will be determined by the Water Purveyor.

1. **Please note: The Water Purveyor will be responsible for all enforcement of non-compliant properties.**

iii. **COST.**

1. BSI is to charge Water Purveyor **\$1,500 annually**. This cost covers up to 200 properties for FOG tracking.

5. **PRIVACY**

- a. BSI gathers data from the Water Purveyor to assist in the management of the backflow program. BSI will make no use of any personal information provided for any purpose other than the carrying out of its duties. This restriction shall include the sale, assignment, transfer, or release of such information to any third party.

6. **INDEMNITY**

- a. BSI shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of BSI's performance of its obligations under this agreement or out of the operations conducted by BSI, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Vendor's performance of this agreement, the BSI shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims

7. **INSURANCE**

- a. **Breach Notification** - BSI will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of BSI's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
- b. **Professional Liability Insurance/Cyber Liability** - BSI shall maintain Professional Liability, Technology Errors & Omissions Liability and Network Security & Privacy Liability insurance with limits of two million (\$2,000,000) per claim and in the aggregate. BSI will list Customer as an additional insured party under this insurance policy. Coverage shall include: (i) Failure to prevent unauthorized access to, use of or tampering with computer systems/networks, including denial of service, unless directly caused by a mechanical or electrical failure, (ii) Unauthorized disclosure of personal or confidential information, (iii) liability arising out of professional errors and/or omissions resulting in the introduction of a computer virus or other malicious code causing damage to Customer's computer system, network or similar related property and the data, software and programs thereon, (iv) liability for intellectual property infringement claims and for indemnification and legal defense of any claims of intellectual property infringement, including infringement of copyright, or trade mark, brought against Customer for BSI, (v) government investigations and associated fines/penalties, if insurable by law, resulting from the alleged or actual disclosure of personal or confidential information or security breach, (vi) liability for Customer's non-physical business interruption due to a security failure of an BSI computer system, network, hardware or software or BSI professional services. The policy will have a retroactive date of no later than the effective date of this Agreement and coverage shall be maintained for an additional period of three (3) years following termination of the Agreement.

8. **PERIOD OF SERVICE.**

- a. **TERM.** The Term of this Agreement shall be for three (3) years from the Effective Date, ending on March 1<sup>st</sup>, 2029. The City may renew this Agreement for up to two additional one-year renewals.
- b. **TERMINATION.** If the Water Purveyor wishes to discontinue the services provided in this Agreement, BSI requires at least thirty (30) days written notice. No refund of amounts will be given for early termination.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.



**BACKFLOW SOLUTIONS, INC.,**

An Illinois corporation ("BSI")

\_\_\_\_\_   
A body politic and corporate (the "Water Purveyor")

By: Jessica Olson \_\_\_\_\_

By: \_\_\_\_\_

Name: Jessica Olson \_\_\_\_\_

Name: \_\_\_\_\_

Title: Account Manager \_\_\_\_\_

Title: \_\_\_\_\_

Date: 2/2/2026 \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

12609 South Laramie Avenue

Alsip, Illinois 60803

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