



Agenda Item No: 4.c

Meeting Date: March 17, 2025

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Manager

Prepared by: Mel Burnette,
Senior Management Analyst

City Manager Approval: _____

TOPIC: ENCAMPMENT CLEANUP SERVICES CONTRACT AMENDMENT

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND A GENERAL SERVICES AGREEMENT WITH FOEGE SCHUMAN GLOBAL DISASTER SOLUTIONS LLC, IN THE AMOUNT NOT TO EXCEED \$75,000, FOR A TOTAL NOT TO EXCEED AMOUNT UNDER THE AGREEMENT OF \$150,000.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a first amendment to the general services agreement with Foege Schuman Global Disaster Solutions LLC for encampment cleanup services, in an amount not to exceed \$75,000, increasing the total amount not to exceed under the Agreement to \$150,000.

BACKGROUND:

On October 24, 2024, the City entered into a General Services Agreement with Foege Schuman Global Disaster Solutions for an amount not to exceed \$75,000 to provide debris removal and disposal of trash and waste from unhoused encampments in San Rafael. Foege Schuman Global Disaster Solutions is a service provider with the requisite experience in waste abatement operations. The Agreement includes coordination with City staff and the San Rafael Police Department to identify sites to receive debris removal service, site evaluation, equipment rental, safety protocols, and reporting after each service is provided.

ANALYSIS:

The City needs to continue providing trash and debris removal service to unsanctioned encampment areas, as well as have a vendor available to assist debris removal in urgent, exigent circumstances in other areas of the City. Through this proposed Amendment, the City would extend the Agreement with Foege Schuman Global Disaster Solutions for an amount not to exceed \$75,000 and increase the total not to exceed under the Agreement to \$150,000 for continued services during the Fiscal Year (FY) 2024-25, until the contract end date of June 30, 2025. The services provided by Foege Schuman Global

FOR CITY CLERK ONLY

Meeting Date:

Disposition:

Disaster Solutions are integral to fulfilling this need. Staff are planning a Request for Proposal (RFP) process to select a vendor for these services for FY 2025-26.

To facilitate encampment debris removal services beyond FY 2024-25, staff will release a Request for Proposals (RFP) this spring to select a vendor to provide these services after July 1, 2025.

FISCAL IMPACT:

The amendment of this agreement would authorize expenditure of up to \$150,000 for services provided through the end of the current fiscal year. Funding for the additional encampment cleanup services is provided in the amended FY 2024-25 budget through the appropriations in the Community Services Division, Grant Funds (283) provided by State grant secured by Senator McGuire.

RECOMMENDED ACTION:

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a first amendment to the general services agreement with Foege Schuman Global Disaster Solutions LLC for encampment cleanup services, in an amount not to exceed \$75,000, increasing the total amount not to exceed under the Agreement to \$150,000.

ATTACHMENTS:

1. Resolution
2. First Amendment Professional Services Agreement with Foege Schuman Global Disaster Solutions

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND A GENERAL SERVICES AGREEMENT WITH FOEGE SCHUMAN GLOBAL DISASTER SOLUTIONS LLC, IN THE AMOUNT NOT TO EXCEED \$75,000, FOR A TOTAL NOT TO EXCEED AMOUNT UNDER THE AGREEMENT OF \$150,000

WHEREAS, on October 24, 2024, the City Manager approved and authorized a General Services Agreement with Foege Schumann Global Disaster Solutions LLC (FS Global) for encampment cleanup services in an amount not to exceed \$75,000; and

WHEREAS, the City has fully expended the existing \$75,000 contract with FS Global to provide debris removal and trash pickup services; and

WHEREAS, in order to provide FS Global with sufficient resources to continue the debris removal and trash pickup services for encampment areas in San Rafael through the remainder of FY 2024-25, staff recommends that the City Council authorize amending the FS Global's contract from the not to exceed amount of \$75,000 to a total contract amount not to exceed \$150,000; and

WHEREAS, this contract amendment will not impact the City Manager's Office general fund budget, as the additional funding for encampment cleanup services is supported through existing appropriations (Grant Fund – 283) through funding secured by Senator McGuire to support the increase to FS Global's contract;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of San Rafael hereby authorizes the City Manager to amend the General Services between the City and Foege Schuman Global Disaster Solutions LLC, for additional encampment cleanup services in an amount of \$75,000. for a total contract amount not to exceed \$150,000.

I, LINDSAY LARA, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael, held on Monday, the 17th day of March 2025, by the following vote, to wit:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:

Lindsay Lara, City Clerk

**FIRST AMENDMENT TO THE CONTRACT WITH FOEGE SCHUMANN GLOBAL
DISASTER SOLUTIONS LLC DBA F.S. GLOBAL SOLUTIONS FOR ENCAMPMENT
CLEANUP SERVICES**

THIS FIRST AMENDMENT to the Contract by and between the **CITY OF SAN RAFAEL** (hereinafter "**CITY**"), and **FOEGE SCHUMANN GLOBAL DISASTER SOLUTIONS LLC DBA F.S. GLOBAL SOLUTIONS** (hereinafter "**CONTRACTOR**"), is made and entered into as of _____.

RECITALS

WHEREAS, the **CITY** and **CONTRACTOR** entered into a Contract dated October 24, 2024 to perform services in connection with **CITY'S** Encampment Cleanup Services, for an amount not to exceed \$75,000 (the "Contract"); and

WHEREAS, the **CITY** and **CONTRACTOR** wish to amend the Contract to modify the total compensation payable to **CONTRACTOR**, so as to authorize **CONTRACTOR** to continue providing debris removal and trash pickup from unhoused encampment areas in San Rafael.

AMENDMENT TO CONTRACT

NOW, THEREFORE, the parties hereby agree to amend the CONTRACT as follows:

1. Article III of the Contract, entitled "CONTRACT PRICE" is hereby amended to include additional compensation payable to **CONTRACTOR**, on a time and material basis in accordance with the rates listed in the Exhibit A to the Contract, in a not-to-exceed amount of \$75,000 and to change the total not-to-exceed amount under the Contract to \$150,000.
3. Except as specifically amended herein, all of the other provisions, terms and obligations of the Contract between the parties shall remain valid and shall be in full force.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day, month, and year first above written.

CITY OF SAN RAFAEL

CONTRACTOR

CRISTINE ALILOVICH, City Manager

By:_____

Name:_____

Title:_____

ATTEST:

[If Contractor is a corporation, add
signature of second corporate officer]

LINDSAY LARA, City Clerk

By:_____

APPROVED AS TO FORM:

Name:_____

Title:_____

ANDREA VISVESHWARA,
Chief Assistant City Attorney