



GRANADA COMMUNITY SERVICES DISTRICT

AGENDA **BOARD OF DIRECTORS** **SPECIAL MEETING at 6:30 p.m.**

Thursday, September 17, 2026

NOTICE PERTAINING TO PUBLIC ACCESS TO THE MEETING

The Board of Directors' meeting room is open to the public during open session. To maximize public access to public meetings, Granada Community Services District staff and board members will generally be participating in person at the board meeting, as well as using videoconference to allow remote participation by members of the public, board members, and staff as necessary. Members of the public may participate via Zoom online or by telephone using the link below.

Zoom information below:

Topic: GCSD Board Meeting Time: September 17, 2026 6:30 PM Pacific Time (US and Canada) Join Zoom Meeting https://us02web.zoom.us/j/86574832288 Meeting ID: 865 7483 2288	OR Dial by your location +1669 444 9171 U.S.
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CALL SPECIAL MEETING TO ORDER AT 6:30 p.m.

District Office Meeting Room, 504 Avenue Alhambra, 3rd Floor, El Granada.

ROLL CALL

Directors:	President:	Barbara Dye
	Vice-President:	Wanda Bowles
	Director:	Matt Allen
	Director:	Nancy Marsh
	Director:	Jen Randle
Staff:	General Manager:	Chuck Duffy
	Assistant Manager:	Hope Atmore
	Legal Counsel:	William Parkin

The Board has the right to take action on any of the items listed on the Agenda. The Board reserves the right to change the order of the agenda items, to postpone agenda items to a later date, or to table items indefinitely.

GENERAL PUBLIC PARTICIPATION

Public members may comment on matters under the jurisdiction of the District that are not on the agenda. Comments are limited to 3 minutes. See the instructions above to comment via Zoom online or by telephone.

SPECIAL MEETING AGENDA

- 1. Consideration of an Agreement Granting Temporary Use of a Portion of the District's Dirt Lot on APN 047-262-010 to VSS International for Construction Staging Purposes.**

Recommendation: Approve the Agreement.

ADJOURN SPECIAL MEETING

This meeting is accessible to people with disabilities. If you have a disability and require special assistance related to participating in this meeting, please contact the District at least two working days in advance of the meeting.



GRANADA COMMUNITY SERVICES DISTRICT

AGENDA MEMORANDUM

To: Board of Directors
From: Hope Atmore, Assistant General Manager
Subject: Temporary Use of GCSD Dirt Lot for Construction Work Staging by VSSI
Date: September 17, 2026

On the morning of Friday, September 11, 2026, approximately 70-80 cubic yards of aggregate and sand had been piled up in the northeast end of the GCSD dirt lot, two porta-john trailers were parked on the south end, and “No Parking” signs were placed around almost the entire perimeter of the lot. I was able to connect with the project manager of the listed company, VSS International (VSSI), and determined that VSSI was under contract with San Mateo County Public Works for their 2026 Pavement Preservation Project which would repair various roads in Miramar and Montara. I let the project manager know that the property belonged to GCSD and that no authorization or permission had been granted to the County for its use as a construction staging area. However, based on the amount of material that was already there, we determined that GCSD, the County, and the contractor would need to find a reasonable solution that would allow the needed work to be performed, protect as much public parking as possible, and apprise the community of what was happening.

I then followed up with the County project manager overseeing the project as well as the head of County Public Works requesting details on the project, duration of the project, and contact information should there be issues at the site. Upon leaving the office on Friday afternoon, they had not responded and the piles remained. However, the no parking perimeter had been pulled back to cover just a little over half of the lot. Early Monday morning I received an email from the County apologizing for the miscommunication on the part of the contractor and the County. Upon arriving at the lot on Monday morning, the crews had spread out over the lot once again as different crews mobilized but by the end of the day on Monday, they had tightened up the space to the agreed upon perimeter. Also on Monday morning, I was able to meet in person with Tory Newman - Director of Public Works, Leo Chow – Project Manager of this project, and the on-site PM from VSSI as well as Director Dye. In person, we were able to confirm the perimeter of the staging area, precautionary actions to mitigate any environmental hazards, and exchange phone numbers for easier contact should any issues arise.

Because of the timing and cost of mobilization, and lack of an alternative space, staff felt that asking the contractor and County to vacate the lot would be overly burdensome. The resurfacing work began on Monday, 9/15 and is anticipated to go through the middle of next week, or

approximately 9/23. The attached use agreement will be retroactive to the staging start date and will provide protection to the District and a guarantee that the lot be returned to its previous state following the work.

**USE AGREEMENT BETWEEN
THE GRANADA COMMUNITY SERVICES DISTRICT AND
VSS INTERNATIONAL**

THIS AGREEMENT (“Agreement”) is by and between the Granada Community Services District (“GCSD”), and VSS International, Inc. (“VSSI”). GCSD and VSSI are collectively referred to herein as “Parties.”

RECITALS

WHEREAS, APN 047-262-010 on the Burnham Strip (“Property”) is owned by GCSD; and

WHEREAS, VSSI is a private paving contractor for the 2026 Pavement Preservation Project for the County of San Mateo Department of Public Works; and

WHEREAS, VSSI has requested permission to temporarily use a portion of the Property for staging aggregate, sand, large equipment, and vehicles subject to certain conditions as specified herein; and

WHEREAS, at its September 17, 2026 board meeting, the Board of Directors of GCSD authorizes the use of the property subject to the terms of this agreement and payment of one thousand dollars (\$1000) to defray the administrative and legal costs associated with VSSI’s use of the Property; and

WHEREAS, VSSI is willing to assume all liability and responsibility for its use of the Property.

NOW, THEREFORE, VSSI and GCSD agree as follows:

1. Term of Agreement. The term of this Agreement will commence upon the retroactive Effective Date of September 12, 2026 and shall remain in effect until VSSI vacates the Property.

2. Scope of Agreement. Subject to the terms and conditions of this Agreement, GCSD hereby grants to VSSI the right to use the Property to stage materials, equipment and vehicles in the area (“Staging Area”) shown in Exhibit A attached hereto from September 12, 2026 through and including September 23, 2026

3. Payment. VSSI shall deliver payment of One Thousand Dollars (\$1000) to GCSD in the form of a check payable to “Granada Community Services District.” In the event that VSSI does not vacate the Property by September 23, 2026, VSSI shall pay GCSD the sum of Two Hundred Dollars (\$200) per day for every day VSSI remains on the Property after September 23, 2026. In no event shall VSSI remain on the Property after September 30, 2026. Nothing herein limits GCSD’s rights or remedies to seek injunctive or other relief for VSSI’s occupation of the Property after September 23, 2026.

4. Prohibited Uses and Cleanup. VSSI shall use all Best Management Practices to prevent the leaking or deposition of petrochemicals and other materials on the ground of the Property. Such Best Management Practices include, but are not limited to, the use of tarps and straw wattles, and the erection of orange fencing around all vegetation and riparian areas around and near the Staging Area to prevent damage to any vegetation or riparian area. Under no circumstances shall VSSI use any area of the Property outside of the designated Staging Area. GCSD shall have the immediate right to terminate this Agreement and VSSI's use of the Property for any violation of the conditions set forth herein. VSSI shall sweep and remove all debris on Obispo Road around and near VSSI's access to the Staging Area.

5. Inspection and Restoration of Property Upon Expiration or Termination of Agreement. Upon expiration of the term of this Agreement, or upon termination of this Agreement, GCSD shall inspect the Property. If GCSD determines at its sole discretion that any repair, restoration or other improvement is necessary due to, or in any way related to, damage caused as a result of VSSI's use of the Property, VSSI shall repair, restore or improve the Property to restore the Property to the condition that existed prior to the Effective Date of this Agreement.

6. Indemnification of GCSD.

a) Indemnification Against Any Challenge to Approval of the Agreement. VSSI agrees to protect, defend, indemnify and hold harmless GCSD and its officers, officials, board, committees, employees, agents and volunteers from and against any claim, action or proceeding to attack, set aside, void or annul any action taken by GCSD on the Agreement, or any of the proceedings, acts or determinations taken, done or made prior to said action, including, but not limited to, any writ of mandate litigation or declaratory relief or due process litigation which may arise or result from or be related in any way to this Agreement and the actions taken pursuant thereto. This provision shall also apply to any action taken to provide related environmental clearance under the California Environmental Quality Act of 1970, as amended ("CEQA"), by GCSD's Board of Directors, advisory bodies or staff. To the extent that GCSD is required to use any of its own resources to respond to such a claim, action or proceeding, VSSI shall reimburse GCSD upon demand and upon presentation of an invoice describing the work done, the time spent on such work, and the hourly rate for such work by the employee or agent of GCSD, including, but not limited to, all costs, attorneys' fees and staff time incurred.

b) Indemnification for Use of Property. Further, VSSI agrees to protect, defend, indemnify and hold harmless GCSD, its officers, officials, board, committees, employees, agents and volunteers from and against any and all demands, claims, damages, losses and reasonable expenses, including but not limited to liabilities, obligations, claims, costs, reasonable expenses (including without limitation interest, penalties and reasonable attorney's fees), fines, levies, assessments, demands, damages or judgments of any kind or nature, whether in law or equity (including without limitation, death or injury to any person, property damage, administrative and judicial orders and consents, or any other loss) to the extent they arise out of, pertain to, or relate to the subject matters of this Agreement, including, but not limited to, the use, management and staging of materials, equipment and vehicles on the Property. This Agreement to defend, indemnify, and hold harmless GCSD

will operate irrespective of the basis of the claim, liability, loss, damage, or injury and irrespective of whether the act, omission, or activity is a condition of property or any other cause of any kind or nature and regardless of fault.

c) The provisions of this section 6 shall survive the termination or expiration of this Agreement. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve VSSI from liability under this section 6. This section 6 shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

7. Insurance. VSSI shall procure and keep in force during the term of this Agreement, at VSSI's own cost and expense, the following policies of insurance with companies licensed to do business in the State of California, which are rated at least "A" or better by A.M. Best Company and which are acceptable to GCSD:

- i) Workers' Compensation Insurance as required by law with limits of \$1,000,000;
- ii) Commercial General Liability Insurance, which shall be occurrence coverage, in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, combined single limit, including coverage for (a) bodily injury, (b) personal injury, (c) broad form property damage, and (d) cross-liability;
- iii) Business Automobile Liability Insurance for each of Contractor's vehicles used in the performance of this Contract, including owned, non-owned (e.g., owned by Contractor's employees), leased or hired vehicles, in the minimum amount of \$1,000,000 per occurrence for bodily injury and property damage; and
- iv) Umbrella Liability Insurance in the minimum amount of \$10,000,00.

All required insurance shall be placed with California-admitted insurers and shall name GCSD as an additional insured.

8. Default and Termination. In the event that VSSI defaults on any obligation of VSSI under this Agreement, or VSSI defaults in the performance of any of the terms and conditions of this Agreement, GCSD may, at its option, declare this Agreement to be in default and, at any time thereafter, may terminate this Agreement and close the Property to further access by VSSI. The above remedies are in addition to any other remedies at law or equity GCSD may have. VSSI shall pay or reimburse GCSD for all of GCSD's costs and expenses incurred in enforcing its rights hereunder.

9. Compliance with Laws. In the performance of this Agreement, VSSI shall abide by and conform to any and all applicable laws of the United States and the State of California, and all ordinances, regulations, and policies of GCSD and other local agency's with jurisdiction. VSSI warrants that all work done under this Agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations, and has received all necessary permits required by law to perform the work it is conducting and for the staging on the Property.

10. Accident Reports. VSSI shall immediately report (as soon as feasible, but not more than 24 hours after receiving notice) to GCSD any accident or other occurrence causing injury to persons or property during VSSI's use of the Property that VSSI, its officials, agents, employees or contractors knows has occurred. If required by GCSD, the report shall be made in writing and shall include, at a minimum, if known: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, and (c) the date, time and description of the accident or other occurrence.

11. Entire Agreement, Modifications, Waiver. This Agreement constitutes the entire agreement between GCSD and VSSI pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

12. Successors and Assigns. This Agreement, and all terms, covenants, and conditions hereof, will apply to and bind the successors. This Agreement shall not be assigned by the Parties.

13. Severability. Should any part of this Agreement be declared by a final decision by a court to be unconstitutional, invalid, or beyond the authority of either of the Parties to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

14. Governing Law and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. If any party herein initiates an action to enforce the terms hereof or declare rights hereunder, the Parties agree that venue thereof shall be the County of San Mateo, State of California.

15. Advice of Counsel. Both Parties have had a full and complete opportunity to have the Agreement reviewed by legal counsel, and no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

16. Captions. Captions are provided herein for convenience only and they form no part of this Agreement and are not to serve as a basis for interpretation or construction of this Agreement, or as evidence of the intention of the Parties hereto.

17. Notices. If either party shall desire or be required to give notice to the other, such notice shall be given in writing, and shall be: (1) personally delivered; (2) deposited in the United States mail, certified or registered, postage pre-paid, return receipt requested; or (3) sent

electronically via email with a copy also deposited in the United States mail, First Class postage.
Notice shall be addressed to the recipient as follows:

To GCSD: Hope Atmore, Assistant General Manager
Granada Community Services District
Post Office Box 335
El Granada, CA 94018
Email: hatmore@granada.ca.gov

To VSSI: Mike Koenig, Project Manager
VSS International
3785 Channel Drive
West Sacramento, CA 95691

Either party may change its address by giving notice to the other in the manner provided herein.

18. Authorization. The signatories to this Agreement hereby represent and warrant that they are authorized to execute this Agreement.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the PARTIES have entered into this AGREEMENT as of the date it is fully executed.

GRANADA COMMUNITY SERVICES DISTRICT

Hope Atmore
Assistant General Manager

Date _____

VSS INTERNATIONAL

Mike Koenig
Project Manager

Date _____

ATTACHMENT 1

VSS INTERNATIONAL STAGING AREA

APN 047-262-010

