

Paradise Recreation and Park District  
6626 Skyway, Paradise, CA 95969  
(530) 872-6393

Agenda Prepared: 7/19/2021  
Agenda Posted: 7/19/2021  
Prior to: 4:00 p.m.



**Paradise Recreation and Park District  
Board of Directors - SPECIAL Meeting**  
Via Zoom Teleconference  
Wednesday, July 21, 2021, 4:00 pm

The public may listen to this meeting via computer or telephone. The public may submit comments prior to the meeting via email to [ccampbell@paradisepprd.com](mailto:ccampbell@paradisepprd.com) before 1:00 p.m. on the day of the meeting and they will be read into the record.

Please use the link to join the webinar:  
<https://us02web.zoom.us/j/84518561101?pwd=YlBnYlBpM0VMVk4vNzkxd2JXRHQzQT09>  
Or via Telephone: Dial by your location: +1 669 900 9128 US (San Jose), +1 346 248 7799 US (Houston), or +1 253 215 8782 US (Tacoma). Meeting ID: 845 1856 1101 Password: 282411

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Members of the public may comment on Agenda items at the time the item is presented. Speakers may comment on items not listed on the Agenda under Public Comment. Comments should be limited to a maximum of three (3) minutes. State Law prohibits the PRPD Board of Directors from acting on items not listed on the agenda. Please notify the meeting clerk prior to the start of the meeting if you wish to be heard.

**1. CALL TO ORDER**

- 1.1. Pledge of Allegiance
- 1.2. Roll Call
- 1.3 Welcome Guests:

**2. PUBLIC COMMENT**

**3. NEW BUSINESS**

- 3.1. Worksite Agreement with the Northern California Indian Development Council, Inc. – Staff have been working with the Northern California Indian Development Council, Inc (NCIDC) to utilize displaced workers on Park properties. NCIDC received a National Dislocated Worker Grant (NDWG) that allows them to provide this service at no cost to the District. The materials have been submitted for legal review. If any changes, we will note them at the meeting. **Recommendation: Approve as presented.**

**4. BOARD COMMENT**

**5. ADJOURNMENT**

Adjourn to the next regular meeting on August 11, 2021, at 6:00 p.m., in Conference Room B, at the Terry Ashe Recreation Center (6626 Skyway, Paradise, California).



In accordance with the Americans with Disabilities Act, if you need a special accommodation to participate in the meeting, please contact the District Administrative Office at 530-872-6393 or [info@paradisepprd.com](mailto:info@paradisepprd.com) at least 8 hours in advance of the meeting.

**This institution is an equal opportunity provider and employer.** If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program\\_intake@usda.gov](mailto:program_intake@usda.gov).



# Staff Report

July 21, 2021



DATE: 7/16/2021  
 TO: BOD  
 FROM: Dan Efseaff, District Manager  
 SUBJECT: Agreement with the Northern California Indian Development Council, Inc (NCIDC)

## Report in Brief

Staff have been working with the Northern California Indian Development Council, Inc (NCIDC) to utilize displaced workers on Park properties. NCIDC received a National Dislocated Worker Grant (NDWG) that allows them to provide this service at no cost to the District. This funding has been released and the crew is being trained, making completion of this agreement more time sensitive.

NCIDC notes that they have operated NEG (now NDWG) grants since 1995 and has successfully completed over \$75,000,000 in various neg and NDWG grants throughout the state in response to a variety of disaster declarations and situations. NCIDC has provided fire cleanup most recently in partnership with EDD through the 2017 CA wildfires NDWG in Lake, Mendocino, and Sonoma counties. Most of the workers in the program for Butte County are from the area. The materials have been submitted for legal review. If the review has not been completed in time for the meeting, staff will modify the recommendation to authorize the District Manager to complete the agreement working with District counsel.

**Recommendation:** *Approve as presented.*

### Attachments:

- A. Revised NCIDC Non-Financial Worksite Agreement.
- B. NCIDC Worksites
- C. NCIDC Fire Assessment

Document1  
7/19/2021



**NORTHERN CALIFORNIA INDIAN DEVELOPMENT COUNCIL, INC.**  
**DISLOCATED WORKER GRANT**  
**WORK SITE AGREEMENT**  
**(NON-FINANCIAL)**

Attachment A

The Northern California Indian Development Council, Inc. (hereinafter referred to as NCIDC), and Paradise Recreation and Park District (hereinafter referred to as Work Site), have found it mutually beneficial to enter into the following agreement this \_\_\_\_\_ Day of \_\_\_\_\_ (mo.), 2021.

**NCIDC and the Work Site Agree as follows:**

The term of this Agreement shall commence on the date entered above, and shall extend through the duration of time necessary to complete the clean-up and repair work as described in Attachment A. Unless one or both parties find it necessary to terminate this Agreement earlier.

Attachment A is the National Dislocated Worker Grant (NDWG) Worksite Request for the Agency Application. This form provides the work crew requirements and describes the damage sustained, and the plan of work required for recovery, as submitted by the Work Site. By this reference, this form is considered incorporated as if fully set forth herein. *(Previously Submitted)*

1. NCIDC will act as employer for the Participants and provide all payroll and associated costs (i.e., workers compensation, taxes, etc.)
2. NCIDC shall provide the Participants with appropriate work clothing and transportation costs, if necessary, to perform duties as assigned.
3. The Work Site will offer appropriate activities consistent with duties outlined on the Dislocated Worker Grant Description and Work Plan submitted by the Work Site. Work Site will provide adequate work duties to constructively occupy participant(s) during assigned work hours as requested on Work Site request (Attachment A).
4. Work Site will orient Participants to the Work Site with regard to safe working conditions, expectation, rules, regulations, and policies when they first report to work.
5. Work Site will assure compliance with the following Department of Labor regulations:
 

“No participant will be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant’s health or safety.”
6. Work Site will provide tools, equipment, supplies, necessary to perform the work specified in the same manner they would for other employees hired in the same capacity. If necessary, NCIDC will provide hand tools and small power tools for the crew(s) to perform the necessary work, on an as needed basis. NCIDC assistance with tools and equipment shall be negotiated with each Work Site. NCIDC shall not be responsible for any tools or equipment purchased by a Work Site without prior approval. Training on tool use and safety issues will be provided on an ongoing basis.
7. Work Site will be responsible for assuring that the vehicle(s) provided by the NCIDC is operated in a safe and responsible manner. The vehicles are provided for the safe transportation of participants, tools, equipment and fuels. Any negligent damages to a vehicle will be grounds for removal of the vehicle and termination of this agreement at the discretion of the NCIDC.
8. Work Site will provide supervision of such quality that the participant(s) may learn to perform their duties satisfactorily. The ratio of participants to supervisor shall not exceed five (5) to one.

9. Work Site will ensure that Supervisors are familiar with all elements and responsibilities relative to this Agreement, and receive a personal copy of said Agreement.
10. Work Site will immediately notify the NCIDC of any Absence exceeding one day, any participant termination, or any condition, which affects any provision of this Agreement.
11. Work Site will be responsible for ensuring the accuracy of timesheets, and that the supervisor’s signature on these documents is a certification of accuracy. No compensation shall be provided for absences, unworked hours, or recreational activities except for legal holidays for which similarly employed persons receive paid time off by the Work Site.
12. Work Site will abide by all Department of Labor, WIOA, state and local government regulations as well as NCIDC policies not explicitly provided for in this Agreement, including the Hatch Act governing political activities.
13. Work Site will immediately notify the NCIDC office of any accident occurring on the job. Work Site shall prepare an on-the-job accident report and forward to the NCIDC office immediately (no later than 24 hours).
14. Work Site agrees to provide access to any person, record, or document applicable to the monitoring of this Agreement by NCIDC, the State EDD/WIOA personnel, and U.S. Department of Labor designated representatives, as appropriate.
15. Work Site certifies that no person regularly employed in the same or similar position has been or will be terminated, laid off, or displaced (including partial displacement) by a participant of this program.
16. Work Site certifies that participants will not be employed in building, operating, or maintaining any part of a building which is used for sectarian instruction or as a place of religious worship or assist in any tasks or displays of support involving political affiliation. DWG participants shall not be involved in any anti-union activities.
17. NCIDC agrees to defend, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, to the extent arising out of or in connection with the negligent acts or omissions or willful misconduct in the performance by NCIDC hereunder. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensations payable to or for NCIDC or its agents under workers compensation acts, disability benefit acts, or other employee benefits acts. NCIDC shall be liable to County for any loss of or damage to County property arising out of or in connection with NCIDC’s negligence or willful misconduct.
18. NCIDC shall hold the County of Butte, its officers, agents, servants, and employees harmless from liability of any nature or kind because of the NCIDC’s use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, agrees to defend, at its own expense, any and all actions brought against the County or the NCIDC because of the unauthorized use of such articles by the NCIDC.

\_\_\_\_\_  
Signature for NCIDC

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

\_\_\_\_\_  
Signature for Work Site

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

\_\_\_\_\_  
Type or Print Name of Work Site Signature

*Attachment B*

*Additional Information*

***LIABILITY***

The NCIDC covers all required insurance for our NDWG crews, including general liability, auto, and workers comp. We can issue an Accord 25 certificate of insurance with the worksite agency named as an additional insured.

***SUPERVISION***

Each average 5-person crew has one individual hired/identified as the crew leader. This person is overseen by our Regional Manager (Joyce Jones). In addition, we have a dedicated HR and Safety officer at our main office who supports the crews and projects. We are the employer of record. The worksite provides oversight of the crew work, making sure that they are working on the areas and projects you designate, and staying on track with cleanup and repair of fire disaster damage. The worksites often share training resources they use regularly with our crews as well as the opportunities present themselves, although we do not require this.

***CERTIFICATIONS/TRAININGS***

We have a budgeted amount of funding for training and certification costs and should be able to cover the cost of required trainings. Often, worksites allow us to join any trainings to which they may already have access, as these trainings usually include valuable information regarding the local situation. If there is a fee for joining an already scheduled worksite certification class, worksites can coordinate with our Regional Manager for financial coverage if required. The Regional Manager will work with you to develop the trainings/certifications required for your worksite.

***EXPERIENCE***

The NCIDC has been operating NEG (now NDWG) grants since 1995 and has successfully completed over \$75,000,000 in various neg and NDWG grants throughout the state in response to a variety of disaster declarations and situations. NCIDC has provided fire cleanup most recently in partnership with EDD through the 2017 CA wildfires NDWG in Lake, Mendocino, and Sonoma counties.

***Payroll:*** NCIDC uses ADP for payroll with a special company code specifically for WIOA participants. NCIDC has a proven record of processing payroll for more than 100 participants per payroll cycle and managing the taxes and garnishment requests this requires.

***Worker's compensation:*** NCIDC uses state fund insurance company for worker's compensation insurance. We have experience in running safe programs in the field to mitigate the need for claims to be filed. In the unfortunate instances where claims have arisen, we have the ability to submit claims and monitor the claims over what can be multiple years.

***Reporting:*** NCIDC uses a custom designed, computer-based accounting system that allows for easy tracking of financial data and timely reporting. NCIDC is also familiar with the Cal jobs website, which EDD uses to collect financial reports and process drawdown requests. NCIDC also has participant computerized databases it uses for tracking and aggregate participant data for timely data reporting.

NCIDC has a long history of clean audits, and a copy of our audit is available on request.





No.	Worksite Information		Description of Disaster-related Temporary Job Activities				For EDD Use Only			
8	Name of Worksite	Paradise Rec and Park District	Clean-up and repair (labor only) of fire damage to the Recreation areas from the Megafire. Clean-up of fire debris eg: ash, burnt trees and vegetation, fencing, burnt picnic tables, and similar recreational area items. Clean-up and repair of the recreational area infrastructure eg: burnt picnic tables & areas, burnt fencing, burnt signage, and burnt docks around the recreation area lake. Clean-up and repair of the fire-damaged Paradise Recreation Area trails and roadways.				Initial Pictures Pending			
	Type of Land	Public					<b>NDWG-Funded Participants Assigned to Worksite</b> Job Titles of all Participant Workers at this location: Laborer Crew Supervisor # of Participants for each Job Title: 4 1		Notes	
	Street Address (or Coordinates)	6626 Skyway Rd								
	City, State ZIP Code	Paradise, CA 95969								
	County	Butte								
	Description of Site (if other)	Park								
	Type of Request	Approved Worksite	TOTAL Participant Workers		5	Approved				
	Worksite Status	Future	<b>Disaster Information</b>				Approved by:	YQ		
	Name of specific disaster that affected the worksite	Camp Fire	Date the disaster affected the worksite	11/8/2018	Estimated % of worksite damaged/destroyed by the	100	Approval Date:	5/9/2019		
	<b>Worksite Lead Agency</b>				<b>Timeline</b>					
	Agency Name	Paradise Parks and Rec.	Contact Person	Mark Cobb	Requested Start Date	10/1/2019	Actual Start Date	N/A		
	Public or Non Profit	Public	Contact's Job Title	Operations Manager	Anticipated End Date	3/31/2020	Actual End Date	N/A		

No.	Worksite Information		Description of Disaster-related Temporary Job Activities				For EDD Use Only			
9	Name of Worksite	Paradise Rec and Park District	Clean-up and repair (Labor only) of fire damage to the city from the Megafire. Clean-up of fire debris eg: ash and burnt trees and vegetation on public roads. Clean-up and repair of public infrastructure eg: burnt fencing and signage throughout the Paradise Recreation and Park District boundaries.				_Status of Pictures_			
	Type of Land	Public					<b>NDWG-Funded Participants Assigned to Worksite</b> Job Titles of all Participant Workers at this location: Laborer Crew Supervisor # of Participants for each Job Title: 4 1		Notes	
	Street Address (or Coordinates)	6626 Skyway								
	City, State ZIP Code	Paradise, CA 95969								
	County	Butte								
	Description of Site (if other)	Public properties								
	Type of Request	Approved Worksite	TOTAL Participant Workers		5	Approved				
	Worksite Status	Future	<b>Disaster Information</b>				Approved by:	YQ		
	Name of specific disaster that affected the worksite		Date the disaster affected the worksite		Estimated % of worksite damaged/destroyed by the		Approval Date:	5/9/2019		

	disaster that affected the worksite	Camp Fire	affected the worksite	11/8/2018	damaged/destroyed by the	75	Modification Date(s):		
	Worksite Lead Agency				Timeline				
	Agency Name	Paradise Rec and Park District	Contact Person	Dan Efseff	Requested Start Date	8/1/2021	Actual Start Date	N/A	
	Public or Non Profit	Public	Contact's Job Title	District Manager	Anticipated End Date	6/30/2022	Actual End Date	N/A	

**Northern California Indian Development Council, Inc.**  
**Dislocated Worker Grant \* Disaster Assistance Program**  
**Fire Damage Worksite Request – 2018**  
**241 F Street • Eureka, CA • 95501**  
**(707) 445-8451 voice**  
**RETURN TO: (707) 445-8479 fax or [info@ncidc.org](mailto:info@ncidc.org)**

Tribe or Agency Name: Paradise Recreation and Recreation District (PRPD)

Mailing Address: 6626 Skyway, Paradise, CA 95969

Telephone: 530-872-6393 Fax: 530-872-8619

Tribe or Agency Lead Contact: Dan Efseaff Email Contact: [defseaff@paradisepprd.com](mailto:defseaff@paradisepprd.com)

Worksite Address (if different): \_\_\_\_\_

Supervisor for Crews: Mark Cobb Alternate Kristi Sweeney

1. Briefly describe the fire-related cleanup, repair and or restoration project(s) for which you are requesting NCIDC Disaster Crews (also see more detailed Damage & Direct Impact checklist on page two of this survey).

*PRPD requests assistance with numerous projects for damage related to the Camp Fire. Work includes burned and dead fuel removal, debris removal, trail repair, and watershed restoration work (erosion control, planting, etc.), installation and repair of fencing and signs.*

2. Are all of the resources, property, and/or infrastructure such as buildings, roads, and utilities, owned or held in trust by the Tribe, the federal or state government, or by a non-profit agency? Yes  No   
*(If no, please identify which are not and explain why they are included in this request. (Attach separate sheet if req.)*

*PRPD manages some lands owned by public land agencies (such as the Paradise Irrigation District). These may be included in projects.*

3. Financial estimate of total fire-related damage (not including crew costs) in excess of \$5M, timber losses and clean-up likely more than \$ 10M. Other revenue losses will be much greater over the next 20 years.
4. Has any other financial support been secured by the Tribe/agency to cover the cost of any materials, equipment & machinery, supervision, employees or other fire-damage related costs to carry out this project Yes  No  *However, will not cover all costs.*
5. Has the Federal Assistance Management Agency (FEMA) made an on-site assessment of damage? Yes  No . On most sites; however, did not include losses related to fuels work or timber losses.
6. Please provide a description of the major work tasks expected to be accomplished by the Work Crew(s):  
  
*Damage and Fuels reduction work may include the following: felling of appropriate sized dead or burned trees, chipping, piling, lope and scatter, removal of debris, trimming of dead or fire damaged branches. Trail repair work may include repairing damaged tread, replacement of trail amouring or retaining walls, clearing of accumulated sediment, fortifying water and erosion control features to reduce the loss of soil, installation of wattles, etc.,*
7. What type of tools and equipment will be needed to accomplish the above tasks:

*Equipment needs includes a variety of hand tools (McCloud, Pulaski, hoes, rakes, shovels, pick ax, saw, loppers, wheelbarrows, post-hole digger/auger, etc.), power tools (e.g. chainsaw, chipper, compactor, mechanized wheelbarrow, etc), transportation. Ideally there would be support from an auger, chipper and bobcat/excavator for certain jobs. If not available via the program, worksite may be able to provide support with equipment and operator.*

8. Does the Tribe or Agency have the necessary tools or equipment: Yes \_\_\_\_\_ No X  
 If the answer to the above question is No, please list the types of equipment needed to carry out the proposed work plans:

*While we have many of the tools, we do not have enough for the volume, we may be able to support with some of the equipment, if our crew is involved with a specific project. However, our capacity is limited and we will select projects that the crew could do self-supported (or we follow-up with at a later date).*

9. List any hazardous or specialized duties/equipment/machines to be used or any other special requirements:

*Environmental conditions, Saw/Sawyer training, worksite and hand tool safety, chippers, and other equipment noted above.*

**Number of Crews Requested:**

Crews:	Worksite/task	Workers needed per crew (5 max)	# hours per crew to accomplish task
Work Crew #1	Bille, Coutolenc, Lakeridge, Noble, Oak Creek Parks and Paradise Lake (work noted above fuels clean-up, small tree removal, trail rehab, and fuels management access trail work). May be split into 2 components (trail and fuels) or by location if desired. May also include other park land added to the District (Butte Creek Canyon, Feather River Canyon, Jordan Hill Road)	5	2,000 +
Work Crew #2			
Work Crew #3			

**Damage & Direct Impact Detail**

Check **all** types of damage that have occurred to resources, property, and/or infrastructure such as buildings, roads, and utilities, owned or held in trust by the Tribe, the federal or state government, or by a non-profit agency that are the target of this proposed fire clean-up, restoration and repair project.

DEBRIS CLEARANCE		PROPERTY/INFRASTRUCTURE	
<input checked="" type="checkbox"/> public roads & streets		<input checked="" type="checkbox"/> public parks	<input checked="" type="checkbox"/> gardens (landscaping)
<input checked="" type="checkbox"/> structure demolition		<input checked="" type="checkbox"/> playgrounds	<input checked="" type="checkbox"/> public fencing
<input checked="" type="checkbox"/> stream/drainage channels		<input checked="" type="checkbox"/> irrigation systems	trails
<input checked="" type="checkbox"/> fallen/hazard tree removal		other*	
other*			
ROAD SYSTEMS		PUBLIC UTILITY SYSTEMS	
bridges	base rock	water	sewage treatment
drainage systems	road surfaces	electrical power	sewer leach field
signage	traffic control	telephone	sewer/septic

_____ other* _____	_____ other* _____
<b>BUILDINGS</b>	<b>RESOURCES</b>
tribal/community building	agricultural crops
emergency service building	livestock facilities
schools/learning center building	fisheries facilities
senior service center building	x stream habitat erosion
tribal/agency office building	x timber management facilities
commercial buildings	timber production facilities
x recreational buildings	commercial facilities
tribal/agency owned homes	x recreational facilities
private homes on trust land	other* _____
other*	

\*If the type of damage you have experienced is not listed please specify.

Are there any humanitarian needs that your households require as a result of evacuation, or fire-related damage or relocation (food, shelter, personal items, etc.). \_\_\_Yes x\_\_\_No

**Comments** (list any fire damage not covered above or any other specifics, please use reverse side or attach additional pages)