

## **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is made and entered into as of \_\_\_\_\_ ("Effective Date") by and between the City of North Las Vegas, a Nevada municipal corporation ("City") and Matthew L. Gruver doing business as Jack Clancy Associates, a California sole proprietor ("Provider").

### **WITNESSETH:**

WHEREAS, the City requires promotional testing for the North Las Vegas Fire Department, as more particularly described in Exhibit A ("Services"); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

### **SECTION ONE SCOPE OF SERVICES**

Provider shall perform the Services in accordance with Exhibit A and the terms, conditions and covenants set forth in this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Services as modified by the amendment.

### **SECTION TWO TERM**

This Agreement shall commence on the Effective Date and will continue to be in effect until June 30, 2026 ("Term"), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term.

### **SECTION THREE COMPENSATION**

Provider will provide the Services in an amount not to exceed the below schedule A, which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The total not to exceed amount of this Agreement is Seventy Eight Thousand Dollars and 00/100 (\$78,000.00).

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<b>Schedule A</b>	
March 15, 2023-June 30, 2023	\$20,750.00
July 1, 2023- June 30, 2024	\$18,250.00
July 1, 2024- June 30, 2025	\$20,750.00
July 1, 2025- June 30, 2026	\$18,250.00
<b>Total:</b>	<b>\$78,000.00</b>

#### **SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES**

4.1. This Agreement may be terminated, in whole or in part, for convenience by the City, through its City Manager, upon thirty (30) days' written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

#### **SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES**

5.1. The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

## **SECTION SIX INDEMNIFICATION**

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

## **SECTION SEVEN INDEPENDENT CONTRACTOR**

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

## **SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION**

8.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform

Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

## **SECTION NINE INSURANCE**

9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

9.1.3. Professional Liability (errors and omissions): Insurance appropriate to the Provider's profession with limit no less than \$2,000,000.00 per occurrence of claim, \$2,000,000.00 aggregate.

9.1.4. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

9.1.5. The insurance policies are to contain, or be endorsed to contain, the following provisions:

9.1.5.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.1.5.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers,

officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

9.1.5.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

9.1.5.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

9.1.5.5. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

9.1.5.6. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.1.5.7. Claims Made Policies: If any of the required policies provide claims-made coverage:

9.1.5.7.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

9.1.5.7.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

9.1.5.7.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

9.1.6. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9.1.7. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **SECTION TEN NOTICES**

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City:	City of North Las Vegas Attention: Marie Leake 2250 Las Vegas Blvd., North, Suite 820 North Las Vegas, NV 89030 Phone: 702-633- 2440
To Provider:	Matthew L. Gruver dba Jack Clancy Associates Attention: Matthew L. Gruver 1104 Corporate Way Sacramento, CA 95831 Phone: 888-438-5221

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

## **SECTION ELEVEN SAFETY**

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. Safety Equipment. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

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## **SECTION TWELVE ENTIRE AGREEMENT**

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

## **SECTION THIRTEEN MISCELLANEOUS**

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

13.2. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.

13.3. Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

13.5. Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.6. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent

entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10. Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.12. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

13.17. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of

proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.


13.18. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 13.18 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

**IN WITNESS WHEREOF**, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas,  
a Nevada municipal corporation

Matthew L. Gruver dba Jack Clancy a  
Associates  
a California sole proprietor

By: \_\_\_\_\_  
Pamela A. Goynes-Brown, Mayor

By:   
Name: Matthew Gruver  
Title: owner / operator

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

Approved as to form:

By: \_\_\_\_\_  
Micaela Rustia Moore, City Attorney

EXHIBIT A

Services

Please see the attached page(s).

# COST PROPOSAL

## No. Las Vegas Fire Department

### Development and Administration of Promotional Examinations for Battalion Chief, Fire Captain, and Fire Engineer (2023 - 2026)

Prepared by:  
Jack Clancy Associates

1104 Corporate Way  
Sacramento, CA 95831  
Phone: 888.438.5221  
Fax: 916.960.1140

[info@JackClancyAssociates.com](mailto:info@JackClancyAssociates.com)  
[www.JackClancyAssociates.com](http://www.JackClancyAssociates.com)

Matthew L. Gruver  
Principal  
Cell: 916.612.6797  
[MGruver@JackClancyAssociates.com](mailto:MGruver@JackClancyAssociates.com)

January 15, 2023



## ***INTRODUCTION***

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January 15, 2023

Donovan Hansen  
Battalion Chief  
No. Las Vegas Fire Department  
4040 Losee Road  
North Las Vegas, NV 89030

Re: NLVFD Promotional Exams

Chief Hansen:

Jack Clancy Associates is pleased to present to the North Las Vegas Fire Department the following proposal outlining our plan and approach to assisting the NLVFD with their upcoming promotional examinations.

Our methodology is designed to comply with all prevailing technical and professional guidelines including the *Standards for Educational and Psychological Testing*, the *Uniform Guidelines on Employee Selection Procedures*, the *Principles for the Validation and Use of Personnel Selection Procedures* of the Society for Industrial and Organizational Psychology, and the *Guidelines and Ethical Considerations for Assessment Center Operations*.

We hope this information meets with your approval and we look forward to working with the NLVFD, and the City of North Las Vegas, for many years to come. If you have any questions regarding the content of this cost proposal or need any additional information, please feel free to contact me directly at 916-612-6797, or via e-mail at [MGruver@JackClancyAssociates.com](mailto:MGruver@JackClancyAssociates.com).

Respectfully,



Matthew Gruver  
Principal

# ***PROJECT METHODOLOGY***

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## **I. Administrative Set-up & Job Analysis:**

The first activity of each JCA test development project is the job analysis review. We have extensive experience designing and administering job analysis and are experts at identifying and collecting the information necessary to validate promotional examination processes in the fire service. Our job analysis methodology on this project will involve working directly with the NLVFD Training Staff, as subject matter experts or SMEs, to identify the critical characteristics to be measured in each examination process. Following the completion of our review, we will utilize this information to develop the criteria to be evaluated at each rank.

## **II. Examination Process Design, Development & Administration:**

### **a. Written Test Design and Development**

During each examination cycle, JCA will work closely with the SMEs to design and develop a pool of test questions identified as to source, edition, and page. The items developed will have specific relevance to NLVFD operations and will be based on the resource materials approved and/or provided by the department. Each item will be carefully reviewed for relevancy and appropriateness by the SMEs before selecting the specific items to be included in the final version of each written test.

### **b. Assessment Exercise Design and Development.**

The next step in the examination development process, where necessary, will be to develop the assessment exercises. Based on our previous experience in this area, we recommend that each assessment process be comprised of three - four interactive exercises. JCA will again work closely with the SMEs to design and develop the content and structure of each individual exercise. A description of the potential assessment exercises is described below:

**In-Basket Exercise.** This type of exercise requires the candidate to review a set of memos, e-mails, and other communications with the directive to review, prioritize, and recommend a course of action for each. The candidate then verbally presents his/her recommendations and reasoning to a panel of assessors.

**Oral Presentation Exercise.** This type of exercise requires the candidate to plan and organize his/her thoughts and make notes for a short presentation on a specific job-related topic or issue. After the presentation, the assessors are provided with the opportunity to question the candidate relative to the information presented.

**Background Presentation Exercise.** This type of exercise requires the candidate to prepare a short presentation on his/her professional background and preparation for promotion. After the presentation, the assessors are provided with the opportunity to question the candidate relative to the information presented.

**Role Play Exercise.** This type of exercise requires the candidate to interact with one or more role players in connection with a specific job-related issue or problem. Following the interaction, the assessors are given the opportunity to question the candidate regarding his/her approach to the situation and the rationale behind decisions made and actions taken.

**Written Exercise.** This type of exercise requires the candidate to prepare a written response on a job-related topic area. It can be used as a stand-alone exercise or be paired with a follow-up presentation of what the candidate has prepared in writing.

**Fireground Simulation Exercise.** This type of exercise requires the candidate to take command of and run an emergency scene or tactical situation. JCA staff has extensive experience in creating emergency scene scenarios and tactical situations for use in promotional testing processes, including those involving computerized presentation and/or interactive communications.

Once developed, the SMEs will undertake a final review of the exercises to ensure the relevance of each to the needs of the NLVFD and the current and anticipated needs of the local community.

#### **Assessor Recruitment and Training.**

The assessor team recruited to evaluate each candidate group should include experienced fire personnel at or above the target rank. While experience is the prime criterion, attention should also be given to balancing the group of assessors by ethnicity and gender. The actual number of assessors will be determined by the final exercises to be used and we anticipate the need for 4 – 6 assessors each examination cycle. In line with current best practices in the assessment field, we will provide each assessor with training on the exercises to be used during each examination cycle. This training will be provided immediately prior to the administration of the actual assessment process and include the following:

- ✓ Review of the assessment schedule and associated assessor responsibilities.
- ✓ Review of the assessment model and the assessment dimensions to be evaluated.
- ✓ Review of the concepts underlying behavioral observation, classification, and evaluation.
- ✓ Review of the assessment exercises and any specific administration considerations.

In addition, JCA will provide each candidate with written assessment center orientation material that emphasizes the performance criteria to be measured, expected candidate behavior, and the types of exercises to be included as part of each assessment process.

#### **Assessment Process Administration.**

During each assessment process we will work closely with the Training Division and the City's Human Resources staff to ensure that all activities conform to the City's current administrative standards, and will provide all exercise materials and facilitate the administration of all assessment processes to ensure uniform and comparable ratings among the assessors. At the conclusion of each assessment process, we will combine the candidate scores as needed and supply the City with a ranked list of candidates.

### **III. Project Costs:**

As an active supporter of the fire service community, we are very aware of the financial pressures facing public agencies and will cooperate with the NLVFD to ensure that all exams are conducted in the most efficient and cost-effective manner possible. Cost estimates are listed on pages 7 and 8 of this document and will continue to be based upon the following assumptions:

- The NLVFD will provide guidance to JCA during both the job analysis review and design/development phases of each exam.
- The NLVFD will provide the site and any exam specific supplies and/or equipment needed for the administration of each exam.
- The NLVFD and/or the City of North Las Vegas Human Resources Department will continue to provide all administrative support for each examination process including, but not limited to, notifying and scheduling candidates, administering written examinations, preparing and sending results, etc. If needed, JCA can assist with these processes for an additional fee as noted on pages 7 and 8.
- The NLVFD will recruit the local assessors and/or raters needed for each exam (and reimburse them directly for any expenses incurred).
- JCA will provide all exam materials as listed previously in this proposal.
- JCA will provide four hours of consulting time without charge in defense of each individual exam if it is legally challenged and/or litigated. Additional consulting services will be invoiced at the rate of \$250.00 per hour, plus expenses.

### **IV. Qualifications & Experience:**

Jack Clancy Associates is the premier provider of promotional examinations to the public sector. Our knowledge, expertise and customer service are unparalleled as we have been the industry leader in helping to build successful organizations since 1980. Headquartered in Sacramento, our services include the design and development of assessment centers and performance examinations for recruitment, selection and promotion, and we specialize in the assessment and evaluation of public safety command personnel. We are thoroughly familiar with professional and regulatory standards in the testing area, and our associates possess significant knowledge and experience in fair employment, the *Uniform Guidelines on Employee Selection Procedures*, and the *Guidelines and Ethical Considerations for Assessment Center Operations*.

For the protection of itself and its clients JCA carries insurance in the following amounts:

- General Liability - \$2,000,000/\$4,000,000
- Professional Liability - \$1,000,000/\$3,000,000

## **Experience of Key Personnel**

### **Matt Gruver**

#### **Principal**

Matt Gruver specializes in the development and administration of public sector selection and leadership development programs. Over the past 30 years, Mr. Gruver has designed and developed performance tests and assessment centers for the full range of supervisory and management positions within the public safety field. He is considered an expert in the field of public safety assessment and selection and was heavily involved in the Transportation Security Administration's (TSA) efforts to federalize and staff the nation's airports and arm commercial pilots as part of the Federal Flight Deck Officer program following the tragic events of 9/11. Prior to joining Jack Clancy Associates, Mr. Gruver was the Senior Manager of testing and assessment services for CPS Human Resource Services in Sacramento, CA. He is a frequent presenter at regional and national conferences on issues related to selection and assessment, and holds a master's degree in Industrial/Organizational Psychology from California State University, Sacramento.

### **David Yamahata**

#### **Senior Associate**

Before joining Jack Clancy Associates, Deputy Chief Yamahata spent 36 ½ years in the California fire service. He began his career in the early 1970's as a firefighter with the Los Angeles City Fire Department and promoted up through the ranks, retiring in 2013 as LA City Fire's Chief Deputy of Emergency Operations and second in command. Over his long and decorated career Deputy Chief Yamahata held numerous assignments in both fire operations and administration, and trained many of the personnel who currently serve in the LAFD today. Since his retirement, he has spent a considerable amount of time working with Mr. Gruver and Mr. Clancy to refine JCA's approach to evaluating fire tactics and strategy in line with the constantly evolving nature of the fire service.

### **Edward Gonzales**

#### **Senior Associate**

Before joining Jack Clancy Associates, Assistant Chief Gonzales spent 29 years in the California fire service. He began his career as a firefighter in the early 1990s and promoted up through the ranks with Contra Costa County Fire, retiring in 2018 as the district's Operations Chief. Over his long and decorated career, Assistant Chief Gonzales held numerous assignments throughout ConFire and trained many of the command personnel who currently lead the organization today. Since his retirement from active service, he too has spent a considerable amount of time working with Mr. Gruver to refine JCA's approach to evaluating fire tactics and strategy in line with the constantly evolving nature of the fire service.

**V. Exam Cost Structure:**

**Table 1: Fee Table  
Promotional Examination Services  
(September 2023)**

Exam	Hourly Rate	Total Hours	Total Cost
Fire Captain (Written Exam & Assessment)	150.00	100	15,000.00
Administrative Support (if needed or requested)	80.00	28	2,240.00
Computerized Testing			(Billed at Cost)

**Table 2: Fee Table  
Promotional Examination Services  
(March/September 2024)**

Exam	Hourly Rate	Total Hours	Total Component Cost
Fire Engineer (Written Exam only)	N/A	N/A	2,500.00 + New Item Development (@ 45.00/item)
Battalion Chief (Written Exam & Assessment)	150.00	100	15,000.00
Administrative Support (if needed or requested)	80.00	28	2,240.00
Computerized Testing			(Billed at Cost)

**Table 3: Fee Table  
Promotional Examination Services  
(September 2025)**

Exam	Hourly Rate	Total Hours	Total Cost
Fire Captain (Written Exam & Assessment)	150.00	100	15,000.00
Administrative Support (if needed or requested)	80.00	28	2,240.00
Computerized Testing			(Billed at Cost)

**Table 4: Fee Table  
Promotional Examination Services  
(March/September 2026)**

Exam	Hourly Rate	Total Hours	Total Component Cost
Fire Engineer (Written Exam only)	N/A	N/A	2,500.00 + New Item Development @ 45.00/item
Battalion Chief (Written Exam & Assessment)	150.00	100	15,000.00
Administrative Support (if needed or requested)	80.00	28	2,240.00
Computerized Testing			(Billed at Cost)

**AFFIDAVIT OF REJECTION OF COVERAGE  
FOR WORKERS' COMPENSATION  
UNDER NRS 616B.627 AND NRS 617.210**

In the State of Nevada, County of Clark, Matthew Grube, being duly sworn,  
deposes and says:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of North Las Vegas.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
  - a. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
6. I acknowledge that the City of North Las Vegas will not be considered to be my employer or the employer of my employees, if any; and that the City of North Las Vegas is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.

I, Matthew Grube, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this 15<sup>th</sup> day of February, 2023.

Signature 

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by \_\_\_\_\_ (name of person making statement).

Notary Signature SEE ATTACHED FOR NOTARY PUBLIC

STAMP AND SEAL

## JURAT WITH AFFIANT STATEMENT

- ☒ See Attached Document (Notary to cross out lines 1–6 below)  
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

1  
2  
3  
4  
5  
6

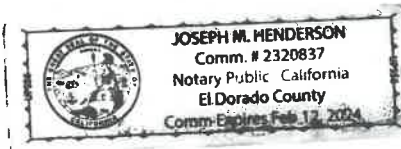
Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of El Dorado



Subscribed and sworn to (or affirmed) before me on this

15 day of February, 2023, by  
Date Month Year

(1) Matthew Gruver,  
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)

(and

(2) \_\_\_\_\_,  
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature

Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### Further Description of Any Attached Document

Title or Type of Document: Affidavit of Rejection of Coverage

Document Date: Feb 15, 2023 Number of Pages: 1