



**Nevada Aviation Association**

**April 18, 2024**

**3:00 pm**

1. Call to Order and Determination of Quorum
2. Approval of minutes of the March 25, 2024, NvAA Board of Director's meeting
3. Secretary's Report
4. Treasurer's Report
5. President's Report
6. KCA 2024-205 Addendum
7. Conference Accounting
8. 2025 NvAA Conference
9. RFP Lobbyist
10. NvAA General Meeting
11. Board Member Comments
12. Next Meeting May 23, 2024, 3pm

Adjourn



**Addendum to Existing Agreement**

**Management Services for Nevada Aviation Association (NVAA)  
May 1, 2024 – April 30, 2025**

**An agreement was made by and between KCA, Inc. and NVAA on the day, April 26, 2022  
(hereinafter referred to as “AGREEMENT”).**

WHEREAS, the parties wish to modify the terms of the original stated AGREEMENT as set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein, the parties, intending to be legally bound, hereby agree that the following constitutes additional terms and conditions of the stated AGREEMENT.

- All terms and conditions of the original AGREEMENT dated April 26, 2022 will remain unchanged with the exception of the following:
  - KCA Compensation and Term: Total professional service fee is billed at \$48 per hour; financial management is billed separately at \$65 per month (flat fee) and includes two hours of financial management support per month (additional hours billed at \$48 per hour). The monthly professional service fee to be paid by NVAA to KCA shall be paid upon presentation of a month end invoice. Invoice is submitted to President and Treasurer for approval and payment.
  - DURATION OF AGREEMENT: contract extension through April 30, 2025. These extended terms will expire April 30, 2025 after which an updated agreement will be negotiated.

**Accepted By:**

**NVAA**

**KCA, Inc.**

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

NvAA 2024 Conference Budget

Expense

Gross Income

**Convention Center**

**Meals**

**Board Meeting**

\$26.78

Registration

\$12,300.00

Sponsorship

\$23,650.00

Total

\$35,950.00

Eldorado No VI	Italian Buffet	\$2,550.00
Bar Tab	No Host Bar	\$448.81
Tuesday Board of Director's Package		\$1,920.00
Tuesday Lunch		\$1,920.00
Tuesday Break		
Wednesday Breakfast		\$1,377.00
Wednesday Break		\$714.00
Eldorado Meals subtotal		\$8,956.59
Service Chg/Taxes		\$2,602.23
Eldorado Catering Total		\$11,558.82
The Renaissance President's Dinner		\$4,830.19
Tuesday night reception		\$363.96
Meal Totals		\$16,752.97
KCA Estimate		\$2,500.00
A/V		\$3,546.50
Supplies	Printing	\$1,180.00
Expenses Subtotal		\$7,226.50
Registration		\$12,300.00
Sponsorships		\$23,650.00
Total Expenses		\$23,979.47
Net Income		\$11,970.53

KCA est	\$2,500.00
Bags	\$16.00
Vivpins	\$285.50
Printing	\$800.00
Shipping	\$78.32
	\$1,179.82



April 5, 2024

Kenneth Moen  
 Nevada Aviation Association  
 1575 Deluuci Lane  
 Suite 219  
 Reno, NV 89502

Sales Manager: Veronica Ecklund - Eldorado Resort Casino Reno

Subject: NEVADA AVIATION ASSOCIATION SPRING 2025 MEETING

We are pleased that you, or you on behalf of Nevada Aviation Association (collectively “**Group**”) have chosen Silver Legacy Resort Casino/Eldorado Hotel Casino/Circus Circus Reno (herein referred to as “**Property**”) to host Nevada Aviation Association Spring 2025 Meeting (the “**Event**”).

This serves as a Letter of Agreement between Group and Property, in addition to the Convention and Sales Agreement Terms and Conditions attached hereto and incorporated herein by reference (the “**Agreement**”).

**GUESTROOM/RATE ACCOMMODATIONS**

Please find below the specifications that are being held on a tentative basis (the “Room Block”) pending Group’s signing of this Agreement and the subsequent countersigning of this Agreement by Property, or until such time as another group requests the same set of dates. Property reserves the right to make reasonable substitutions to any contracted Villas, if applicable, with prior notification to Group.

Property	Room Block	Room Type	Mon	Tue	Total
			03/31/2025	04/01/2025	
Eldorado Resort Casino Reno	Nevada Aviation Association Spring 2025 Meeting	Skyline	25	25	50
		Superior Room	\$49.00	\$49.00	
		Spa	1	1	2
		One Bedroom Suite	\$49.00	\$49.00	
<b>Booking Total</b>			<b>26</b>	<b>26</b>	<b>52</b>

**RATES**

The above rates are per guestroom, per night, single or double occupancy. Rates are subject to applicable resort fees and governmental room taxes. Each additional person will be charged at a rate of **\$10.00** per person, per night with a maximum of four (4) persons per guestroom.

**RESORT/AMENITY FEE**

A daily resort fee of **\$26.95** per room, per night plus the current occupancy room tax will be charged in addition to the room rates set forth above. This fee includes:

- In-room Keurig® coffee maker with Starbucks® K-Cup® Pods
- Unlimited local and toll- free calls
- Refrigerator and in-room safe\*
- Airport shuttle service and self-parking
- Access to the all-new Fitness Center inside The Spa at Silver Legacy

- Printing of boarding passes, notary services and safety deposit box access.

Unless otherwise specified, the resort fee will be posted to the individual's room account. Taxes are subject to change without notice. Rates are also subject to a per room, per night mandated tourism surcharge of **\$3.00** (subject to change).

#### EARLY ARRIVALS AND LATE DEPARTURES

Early arrival and late departures, other than those listed above, may be requested at the applicable Group rate at the time the reservation is submitted. The applicable Group rate will be extended based upon availability, up to (five) 5% of the peak night utilization, **three (3)** days prior and **three (3)** days following the established guestroom block in this Agreement. These rates will not be available past the Group cut-off date.

#### CONCESSIONS

The following concessions are included as part of your contract and are based on the group spending approximately **\$2,548.00** in room revenue and **\$6,500.00** in food & beverage (before taxes and gratuity). The values of the concessions listed below are estimates only and do not have cash value for redemption.

- Fifteen (15%) discount off current/prevailing banquet menus over the contracted dates (Excluding all day packages).
- Fifteen percent (15%) discount for the In-House Audio-Visual provider off of the current/prevailing A/V prices over contracted dates. Group may also bring in own A/V with no charges unless labor from our in-house a/v team is utilized.
- Complimentary Podium Rental over contracted dates.
- (1) giveaway prize consisting of a complimentary 2 night stay in Reno or Lake Tahoe & \$100 Dining Credit for promotional purposes.
- (1) giveaway prize consisting of 2 bottles of wine for promotional purposes.

#### ROOM RELEASE DATE (CUT-OFF)

Property policy recognizes a cut-off date for reservations. Any reservation request received after that time may be accepted on "space available" basis at the prevailing property rates. Group's cut-off is **Monday, March 17, 2025** (the "**Cut-off Date**"). All guestrooms not reserved by the Group at the cut-off date will revert back to Property for possible re-sale. This does not relieve Group of any attrition charges as outlined in the attrition clause below.

#### RESERVATION METHOD

Group attendees will be making reservations directly with Property via a dedicated weblink on or before the Group cut-off date. Individuals must identify themselves as part of Group to receive the special Group rate. All reservations must be guaranteed with a deposit for the first night's guestroom and tax charge. If reservation is guaranteed to a credit card, the first night's guestroom and tax charge, per guestroom, will be billed immediately to the cardholder's account.

#### INDIVIDUAL CANCELLATIONS AND CHECK IN

Property allows individual attendee cancellations without penalty up to **seventy-two (72) hours** prior to the attendee's scheduled arrival date. Property will charge either the individual attendee or bill your Group's Master Account (defined below) one (1) night's guestroom rate plus tax for cancellations within seventy-two

(72) hours of the scheduled arrival date or failure of the individual attendee to check-in on the scheduled arrival date (each a **“no-show”**). Any remaining nights of a no-show reservation will be canceled without additional penalty.

It is Property’s standard policy to require a credit card from individual attendees upon check-in for incidental charges. Check-in time is 3:00 PM and check-out time is 11:00 AM. Any departures after 11:00 AM are subject to the full day charge. Each guestroom must have at least one registered guest twenty-one (21) years of age or older.

**PAYMENT METHOD**

Each individual attendee will be responsible for his/her own guestroom, tax, and incidentals, unless otherwise specified in writing by Group. All banquet charges will be applied to Group’s Master Account.

**ATTRITION**

This Agreement is based on Group’s use of the guestroom block as outlined above. However, up to fourteen (14) days prior to the first day of arrival, Group may reduce its guestroom block by a maximum of **20%** on a cumulative basis. Thereafter, Group shall pay Property One night’s guestroom rate and tax for each unused guest room night based on the guestroom commitment or the adjusted guestroom night commitment, if such adjustment was made and sent to Property in writing fourteen (14) days prior. Attrition charges will be added to Group’s master account at final billing. No payment shall be due, however, for any night during the group stay in which all of the guestrooms in the Property, exclusive of the Group guestroom block, are sold out, and the unused guestrooms in the Group’s block are thereafter resold. Upon written request from Group, Property will provide one audit, per group, while the group is in-house or up to 30 days after group’s departure. This audit will include cross checking any names that the Group reasonably believes were at the contracted Property for this event and were not credited to the guestroom block. Guestroom nights uncovered by the audit will be added to the room block for the purpose of attrition, as well as commission, so long as the reservations were not discounted or commissionable to another party and are at the group rate or higher.

**FUNCTION REQUIREMENTS**

Property will provide Group with function space in accordance with the following schedule of events. Meeting and function assignments are based on the contracted number of people attending the meetings and banquet functions. Property reserves the right to make reasonable substitutions to meeting and banquet rooms, with prior notification to Group.

**TENTATIVE SCHEDULE OF EVENTS: Eldorado Resort Casino Reno**

<b>Date</b>	<b>Time</b>	<b>Event</b>	<b>Room</b>	<b>Setup</b>	<b>AGR</b>
Mon, 03/31/25	3:00 PM - 5:30 PM	NvAA Exhibitor Set Up	Bordeaux + 3	Exhibits	60
Mon, 03/31/25	3:00 PM - 5:30 PM	NvAA Registration	CVC Main Foyer	Registration	60
Mon, 03/31/25	4:00 PM - 5:30 PM	NvAA Board Meeting	Panoramic Boardroom 2521	Existing Set Up	9
Mon, 03/31/25	6:00 PM - 8:00 PM	NvAA Reception	NoVi	Cocktail Rounds	60
Mon, 03/31/25	6:30 PM - 7:30 PM	Dinner	NoVi	Cocktail Rounds	60
Tue, 04/01/25	7:30 AM - 8:15 AM	Breakfast	Bordeaux + 3	Rounds	60
Tue, 04/01/25	8:15 AM - 4:45 PM	NvAA Meeting	California + 3	Classroom Style	60
Tue, 04/01/25	10:15 AM - 10:45 AM	AM Break	Bordeaux + 3	Break Table	60
Tue, 04/01/25	11:30 AM - 12:45 PM	Lunch	Bordeaux + 3	Rounds	70

Tue, 04/01/25	2:15 PM - 2:45 PM	PM Break	Bordeaux + 3	Break Table	60
Wed, 04/02/25	7:30 AM - 8:15 AM	Breakfast	Bordeaux + 3	Rounds	60
Wed, 04/02/25	8:15 AM - 12:00 PM	NvAA Meeting	California + 3	Classroom Style	60
Wed, 04/02/25	10:45 AM - 11:15 AM	AM Break	Bordeaux + 3	Break Table	60

#### CATERED FOOD & BEVERAGE MINIMUM

This Agreement is based on Group spending not less than **\$6,500.00** in CATERED food & beverage (excluding applicable Taxes and Service Charges) at Property and/or any Caesars Entertainment property in the same city ("**Food and Beverage Minimum**") and/or any Caesars Entertainment property in Reno. In addition, Group may also apply a portion of ORGANIZED, GROUP restaurant outlet spend at any Caesars Entertainment property venue in Reno towards their Food and Beverage Minimum as outlined in Property's Catering and Conference Services Guidelines. Should Group spend less than **\$6,500.00**, Group will be charged the difference between the actual amount spent in food & beverage (excluding applicable taxes and service charges) at property and/or any Caesars Entertainment property in Reno and **\$6,500.00**.

If Group cancels a specific food & beverage function within **fourteen (14)** days of that function, then they will be charged **seventy-five percent (75%)** of the estimated catering revenue, even if the Food & Beverage Minimum is met.

#### DEPOSITS

All deposits will be applied to your Group's Master Account. Deposits are required in accordance with the following schedule:

<b>Date Due</b>	<b>Amount Due</b>
June 3, 2024	\$1,000.00
December 31, 2024	\$2,250.00

If any deposit is not received as scheduled, Property may, in its sole discretion, deem this Agreement cancelled by Group. In such event, Property will provide Group with a Cancellation Notice. Payment of the applicable Cancellation Fee will be immediately due and payable by Group. Property will apply any previously paid deposits to the Cancellation Fee due and payable by Group. In addition, Property may, in its sole discretion, deem the failure to pay any deposits or any other amounts due under this Agreement a cancellation by Group of all other agreements entered into between Group and Property (or any Caesars Entertainment related, managed or operated properties worldwide), possibly triggering the payment by Group of additional fees in accordance with the terms of such other agreements.

#### CANCELLATION

Notwithstanding any other provision of this Agreement, either Group or Hotel may cancel this Agreement upon written notice to the other party (the "**Cancellation Notice**"), at any time prior to the event upon payment of an amount (the "**Cancellation Fee**") based on the following schedule:

<b>TIMEFRAME</b>	<b>CANCELLATION FEE</b>
Upon Signing of Agreement to July 14, 2024	\$2,612.35
July 15, 2024 to October 9, 2024	\$5,224.70
October 10, 2024 to January 3, 2025	\$7,837.05
On or after January 4, 2025	\$10,449.40

Cancellation pursuant to this provision is not a default but rather the exercise of a right under this Agreement without any further obligation beyond payment of the applicable Cancellation Fee. Payment of applicable cancellation fee will be due within 30 days of invoice receipt. Additionally, the failure by Group to pay a deposit when due pursuant to the **“Deposit”** section of this Agreement may be deemed a cancellation by Group requiring payment of the applicable Cancellation Fee.

In addition, Property may, in its sole discretion, deem the failure to pay any Cancellation Fee or other amounts due under this Agreement a cancellation by your Group of all other agreements entered into between your Group and Property (or any other Caesars Entertainment-related, managed or operated properties worldwide), possibly triggering the payment by your Group of additional fees in accordance with such other agreement’s terms.

**CONFIRMATION PROCEDURES**

These arrangements are confirmed on a definite basis, only after it has been signed by an authorized individual of Group on or before **Friday, April 19, 2024**, and thereafter countersigned by Property. Until that time, Property reserves the right to release the space being held in this Agreement for Group.

**ACCEPTED BY:**

On behalf of the Group, I hereby accept the offer that Property has set forth in this letter and agree to be bound to the terms and conditions set forth herein. I certify that I have the authority to bind Group to this Agreement.

Silver Legacy Resort Casino/Eldorado Hotel  
Casino/Circus Circus Reno

Nevada Aviation Association

\_\_\_\_\_  
Don Goodman  
Executive Director of Sales

\_\_\_\_\_  
Kenneth Moen  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**CONVENTION AND SALES AGREEMENT**  
**TERMS AND CONDITIONS**

1) CREDIT PROCEDURES / MASTER ACCOUNT

- a) All expenditures that are the responsibility of Group shall be charged against a master account established with Group ("**Master Account**"). The Master Account shall be funded either through Direct Billing or Prepayment, as described below.
- b) Direct Billing – In order to establish credit for billing the Master Account ("**Direct Billing**"), a credit application from Group may be required, in Property's sole discretion. If additional deposits are determined to be required by Property in its sole discretion at any time, Group will be notified of the new amounts owed and new payment schedule. Credit will not be established for a Group with Master Account expenditures less than \$10,000.00.
- c) When Direct Billing is approved by Property, full payment of all undisputed amounts is due within thirty (30) days of Group's receipt of the final Master Account invoice. Any disputed amounts on Group's Master Account invoice should be brought to Property's attention immediately, but in no event longer than ten (10) business days from Group's receipt of such invoice and will be dealt with separately from the balance of the amount due.
- d) Any undisputed amounts not paid when due will bear interest at the rate of eighteen percent (18%) per annum from the date due. In the event of any disputed amounts, once resolved, the disputed amounts will be re-invoiced and due within thirty (30) days of Group's receipt. Any such amounts not paid when due will bear interest at the rate of eighteen percent (18%) per annum from the date due. If Property incurs any expense to collect unpaid amounts, including deposits or Cancellation Fees, Group will pay all costs of collection incurred by Property, including collection agency fees, attorney's fees, expenses, and costs, plus interest on such amounts at the rate of eighteen percent (18%) per annum, as incurred.
- e) Prepayment – Should Direct Billing (defined above) not be approved by Property; all estimated charges must be pre-paid thirty (30) days prior to Group's arrival date ("Prepayment"). Failure to make any required Prepayment shall be considered a failure to make a deposit and shall be treated in the same manner as failure to make a deposit under the terms of this Agreement. Property accepts American Express, Visa, Mastercard, Discover, Diner's Club, and/or checks. Checks will be accepted no less than thirty-five (35) business days prior to arrival.

2) CAESARS REWARDS MEETINGS & EVENTS

- a) CAESARS Rewards® program credits ("**Reward Credits**") will be issued to an individual designated by Group, in writing unless prohibited by law or Property's compliance policies. For purposes of this Section 2 notification by email to the Property representative shall constitute a valid designation. One (1) Reward Credit will be earned per two dollars (\$2) of paid Property charges to Group's Master Account. For Reward Credits to be issued, Group's Master Account must be paid in its entirety. Reward Credits will be issued to designated recipient within 45 days of final payment of Group's Master Account.
  - b) The designated individual represents that he/she has the authority to receive such Reward Credits. In the event that the designated individual does not have such authority, Property reserves the right to transfer Reward Credits to the appropriate individual.
  - c) In the event that the individual designated to receive Reward Credits does not have an existing CAESARS Rewards account, one must be obtained at the time of the event at the Property's CAESARS Rewards registration desk. The assigned CAESARS Rewards account number must be provided to Property in writing for Reward Credits to be issued.
  - d) Designated individual must be 21 years of age to participate. To obtain a CAESARS Rewards card, a valid government issued photo identification is required for proof of age.
  - e) Terms and conditions of CAESARS Rewards apply and can be obtained at: <https://www.caesars.com/total-rewards>.
- 3) AUDIO VISUAL  
Property has its own in-house Audio/Visual Department that features state-of-the-art equipment and professional technicians. Your Conference Services Representative can help you with this process.
- 4) EXHIBITS  
Should Group have exhibits, please refer to the Conference Services Guidelines, for detailed instructions regarding Property's policies and procedures concerning exhibits.

5) SECURITY

For certain events, Property may require that Group provide security, or Group may wish to contract security. The number of security officers provided shall be determined prior to the event but shall be subject to increase as reasonably needed. Security is to be provided at Group's expense and can be arranged through Property. All security officers must be unarmed and only Property approved security firms may be used. All outdoor functions require security to maintain the privacy of Group's event.

6) LOSS AND DAMAGE

Group agrees to be responsible for any damage done to equipment or function room during the time the function room is under Group's control, including damage or excessive cleanup made necessary by any setup or teardown. Property will not be responsible for the loss or damage of articles left in Property or function room before, during and after the event.

7) INSURANCE

Each party shall maintain at all times during the term of this Agreement the insurance as described in the Conference Services Guidelines. Property reserves the right to require additional insurance based on the type of Group's function.

8) SUBLICENSING/SUBCONTRACTING

Group may not sublicense or subcontract any guestrooms, suites, or function space or any work to be performed in connection with this event to its suppliers, vendors, or affiliated groups without first obtaining Property's prior written consent. Group shall be responsible for all subcontractors, and they shall be bound by this Agreement and the Conference Services Guidelines, including all insurance requirements and governmental approvals. To the extent applicable, this includes, without limitation, any approvals to offer alcoholic or other beverages or food at the event.

9) CONFERENCE SERVICES GUIDELINES.

- a) Property's "**Conference Services Guidelines**" may be amended from time to time, and Group agrees to abide by all Conference Services Guidelines.
- b) Property must approve in advance and in writing any modifications to the guestrooms, corridors, or any location in the Property towers, including, but not limited to, moving or removing furniture, fixtures, artwork, etc., adding tables or chairs, signage, using guestrooms as meeting rooms or exhibit rooms.
- c) No outside vendors are allowed to work in the Property towers or guestrooms without prior written approval from Property.

10) COMPLIANCE WITH LAWS

Each party warrants and represents that it shall, at its sole cost and expense, conform to and comply with all applicable federal, state, county and municipal laws regulations and ordinances, as well as any requirements, permits or licenses of applicable governmental agencies. In the event Group's event is located on the exterior of Property's property, the noise levels allowed during the event are subject to local laws and regulations.

11) TRADEMARKS

Group, its affiliates, assigns, agents and employees shall not use Property's or its affiliates' trade or service marks in any advertising or promotional material or any other media without the prior written consent of Property. Group represents and warrants that it is the owner of all right, title and interest in its trade or service marks ("Licensed Marks"), that it has the right to use and license its Licensed Marks for use in accordance with this Agreement and that use of its Licensed Marks do not violate or infringe upon any common law or statutory right of any person or entity.

12) INDEMNIFICATION

Each party shall indemnify, defend and hold harmless the other party, its parent, subsidiaries and affiliates and each of their respective officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the indemnifying party's and/or its employees, agents, vendors, subcontractors, invitees, or members' negligence or willful misconduct in connection with i) in the case of Property, the provision of services or the use of Property facilities, and ii) in the case of Group, the use of the Property facilities or staging of the event. Neither party shall have waived or be deemed to have waived, by reason of this paragraph, any defense, which it may have with respect to such Claims. The provisions of this section shall survive termination or expiration of this Agreement.

13) MUTUAL WAIVER OF CERTAIN DAMAGES

Except for a party's intentional misconduct or gross negligence, or a party's indemnification obligations in this Agreement, in no event shall either party be liable for any punitive, incidental, special, exemplary, or consequential damages. It is specifically understood and agreed that any Cancellation Fee specified elsewhere in this Agreement does not conflict with this section. The provisions of this section shall survive termination or expiration of this Agreement.

14) FORCE MAJEURE

A party's performance of its obligations hereunder shall be excused due to the occurrence of an event beyond the reasonable control of such party which make it commercially impracticable, illegal or impossible to

perform as originally contracted under this Agreement, including without limitation, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, civil unrest, acts of terrorism, restrictive applicable laws or regulations, earthquakes ("Force Majeure Event") , provided however, that this section does not excuse any separate breach of this Agreement. In the event of a Force Majeure Event, either party may terminate the Agreement without any further liability, except for payment for any services rendered by Property prior to the effective date of termination.

15) UNDERAGE GAMING/DRINKING

Group acknowledges and understands that it is unlawful for any person under the age of twenty-one (21) years to possess or consume alcoholic beverages, play any gambling game or slot machine or loiter in any gaming area. Group further acknowledges and understands that it is unlawful to aide, assist or permit a person under the age of twenty-one (21) years to participate in these activities. Group acknowledges that it shall be responsible for preventing such unlawful activity at its function or by persons attending the function. Group further acknowledges that failure to do so shall be grounds for immediate termination of the function.

16) NO ENGAGEMENT IN MARIJUANA-RELATED BUSINESS

Property hereby agrees and acknowledges that pursuant to Property's compliance policies, it is not permitted to conduct business with anyone engaged in the manufacture, sale, or distribution of recreational or medical marijuana, regardless of whether the business is legal under state law. Group hereby represents and warrants that Group is not in any way engaged in the manufacture, sale, possession, facilitation, or consumption of marijuana during any event held on a licensed casino property, including Property, in violation of U.S. or State law. Group acknowledges that if it is discovered that Group is engaged in the manufacture, sale, possession, facilitation, or consumption of marijuana during an event held on Property, in violation of U.S or State law, Property may immediately cancel the event and Property shall have no liability whatsoever in connection with such cancellation.

17) SITE LICENSE AGREEMENTS

If Group desires to, or desires to allow a third party to, photograph or film or otherwise document in any media the events at Property, Group and/or the third party must enter into a separate site license agreement with Property, with separate insurance requirements.

18) REGULATORY COMPLIANCE

Group acknowledges that Property and its respective parent corporations, subsidiaries and affiliates are licensed by or otherwise subject to the authority of various casino and gaming regulatory agencies (the "Regulators"). Group further acknowledges that Property respective gaming licenses are of vital importance to Property and their respective businesses. Property has

adopted regulatory compliance policies, and Group agrees to provide Property with such documentation, information and assurances regarding itself, any principal employees, directors, officers, brokers, agents or others as may be necessary in order for Property to comply with Property regulatory compliance policies and with the requests or requirements of the Regulators. The foregoing shall be a fundamental obligation of Group. In the event Property shall, in good faith, determine in its sole and exclusive judgment, that Group is, or may be, engaged in or about to be engaged in, any activity or activities that may negatively impact or affect Property's ability to conduct business or the business of any of its affiliates or subsidiaries as qualified or licensed by the applicable Regulators or any gaming licenses or permits held by those entities, or that the relationship between Property and Group could have an adverse effect, then Property shall have the right to terminate this Agreement immediately, upon written notice, without penalty, prejudice or further liability to Property. Additionally, in the event Property determines, in good faith and in its sole discretion, that continued association with Group would expose Property to associating with an Unsuitable Person or create an Unsuitable Situation as defined by Property Amended & Restated Gaming Compliance Plan ("Plan") then Property shall have the right to terminate this Agreement immediately, upon written notice, without penalty, prejudice or further liability to Property. A copy of the Plan can be found here: <https://www.caesars.com/content/dam/corporate/corporate-social-responsibility/cei-compliance-plan-2-04-21.pdf>. For avoidance of doubt, Group acknowledges that Property may terminate this Agreement pursuant to this Section if Group fails to comply with any federal, state, foreign, or other law or regulation applicable to Group's activities, including, without limitation, laws and regulations governing anti-corruption, anti-bribery, foreign corrupt practices, and anti-money laundering. If, in connection with the transactions or services contemplated by this Agreement, Group is or becomes required to be licensed, approved, or the equivalent by any gaming regulatory agency, Group shall use commercially reasonable efforts to secure such licensing, approval or the equivalent at its sole cost and expense. If Group is denied such licensing, approval or the equivalent, Group shall notify Property within two (2) business days of such denial.

19) FINES, PENALTIES AND TAXES

Group shall be financially responsible for all assessments, levies, or penalties of any governmental authority against Property directly as a result of Group's or Group's subcontractors' performance of its obligations or use of the Property location, except if caused by Property's negligence or misconduct. Group shall be financially responsible for all taxes imposed as a result of or in connection with the event, which may include Live Entertainment Tax if an admission is charged.

20) DEFAULT

An event of default shall occur if Group fails to perform or abide by any terms or conditions of this Agreement ("Default"). Except in the case of cancellations and deposits, for which timing and notice requirements are addressed above, Property shall give Group five (5) business days' written notice of the Default. If Group fails to cure the Default within such period, Property may terminate this Agreement immediately, and can seek all available remedies, including, but not limited to, the Cancellation Fee. In Property's sole discretion, any Default under this Agreement may constitute a default under all other agreements entered into between Group and Property (or any other Caesars Entertainment-related, managed, or operated properties), and the termination of this Agreement due to a Default hereunder may result in the simultaneous termination of all of the above-referenced agreements.

21) GOVERNING LAW

This Agreement shall be governed by, construed in and enforced exclusively in accordance with the laws of the state in which the Event is held without regard to its conflict of law's provisions. For any dispute relating to this Agreement, the parties' consent to personal jurisdiction in and the exclusive venue of, the applicable courts in the location in which the Event is held.

22) ATTORNEY FEES AND COSTS

Should any party be required to bring legal action against the other to enforce the terms and conditions of this Agreement, the prevailing party shall be awarded its costs incurred and expended during such action, including reasonable attorney's fees.

23) MISCELLANEOUS

The obligations of the parties pursuant to this Agreement may not be released, discharged, supplemented, interpreted, amended, or modified in any manner except in a writing signed by a duly authorized representative of each of the parties. Group may not assign its rights or delegate the performance of any duty under this Agreement without the prior written consent of Property. The relationship of Group and Property shall, at all times, be that of independent contractors, and this Agreement shall not be construed as creating or constituting a partnership or joint venture between any of the Parties. This Agreement and the exhibits attached hereto embodies the entire agreement between the parties and as of the date below shall supersede all prior written or oral agreements or contemporaneous discussions, negotiations, correspondence, or other understandings between the parties, relating to the subject matter hereof. The failure of either party to require the performance of any obligation herein, or the waiver by either party of any breach of a condition, shall not prevent a subsequent enforcement of such obligation or constitute a waiver of any subsequent breach. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be amended to achieve as nearly as possible the objectives of, and the same economic effect as the original provision and all other provisions will remain in full force and effect. This Agreement and any amendment or addendum hereto may be executed in counterparts, each of which when executed by the requisite parties shall be deemed to be a complete, original document. An electronic or facsimile copy thereof shall be deemed and shall have the same legal force and effect as, an original document.

Request for Qualifications (RFQ) 24-01  
Government Affairs Services  
Nevada Aviation Association (NvAA)



PROJECT MANAGER: Kenneth G. Moen, A.A.E. 775-240-0533

BID SUBMITTAL DATE: Monday, May 4, 2024 at 12:00 PM

Proposal Issued By:

Nevada Aviation Association  
Kenneth G. Moen, President  
1575 Delucchi Lane  
Suite 219  
Reno, NV. 89502

REGISTRATION FORM

This form will be used to communicate information with respect to questions and addenda as needed.

Please fill out and email registration form to [President.NvAA@gmail.com](mailto:President.NvAA@gmail.com). If we do not receive a form, there is a risk that you will not receive important information.

Name of Applicant: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**NOTICE & REQUEST FOR QUALIFICATIONS – RFQ 24-01**  
**Nevada Aviation Association (NvAA)**

Services:	<b>Government Affairs Services</b>
Project Number:	<b>RFQ 24-01</b>
Deadline for Submittal:	<b>May 24, 2024 at 12:00 PM</b>
Town Staff Contact:	Kenneth G. Moen, President (775) 240-0533
Location of Bid Opening:	Armstrong Consultants 1575 Delucchi Lane Suite 219 Reno, NV 89502
Contract Documents available at	Electronic Bid Documents: <a href="http://www.nevadaaviation.org/">www.nevadaaviation.org/</a> For assistance, please call Kenneth G. Moen, 775-240-0533

**Date and Location for Submittal of Sealed Proposals:** Sealed qualifications will be received at the offices of Armstrong Consultants 1575 Delucchi Lane Suite 219 Reno, NV 89502 until 12:00 p.m., Monday, May 24, 2024, for the above services. Qualifications must be submitted in a sealed envelope clearly marked on the outside with the name of the services and the solicitation number (GOVERNMENT AFFAIRS SERVICES – RFQ 24-01). Any qualifications received after the time specified will be returned unopened. It is the proposer’s responsibility to assure qualifications are received at the above location on or before the specified time.

**Proposal Requirement:** Each qualification will be in accordance with the requirements set forth in the Request for Qualifications, which may be obtained at the Armstrong Consultants 1575 Delucchi Lane Suite 219 Reno, NV 89502. Any qualification which does not conform in all material respects to the Request for Qualifications will be considered non-responsive.

**Scope of Work:** The Association is seeking a consultant for Government Affairs Services for the Nevada Aviation Association, a 501(c)6 Non-Profit organization. EIN 88-047695.

**Right to Reject Proposals:** The Association reserves the right to reject any or all proposals, waive any informality in a proposal or to withhold the Award for any reason the Association determines.

**Equal Opportunity:** The Association is an equal opportunity employer. Minority and women’s business enterprises are encouraged to submit proposals on this solicitation. Certified Disadvantaged Business Enterprise (DBE) firms who are qualified are encouraged to respond to the RFQ.

Nevada Aviation Association  
Kenneth G. Moen, President

Publication Dates: April 19, 2024

**REQUEST FOR QUALIFICATIONS RFQ 24-01**  
**Project Name: GOVERNMENT AFFAIRS SERVICES**

**PROJECT DESCRIPTION & REQUIREMENTS**

**SCOPE OF WORK**

The Nevada Aviation Association is requesting Statements of Qualifications from licensed, registered, and qualified firms/teams to provide Government Affairs Services for the Nevada Aviation Association, a 501(c)6 Non-Profit organization.

**TERM**

The Association anticipates entering into a one (1) year contract with four (4) one (1) year options to extend the contract upon the mutual agreement of the Association and the selected consulting firm. The services to be provided may include, but are not limited to, advising, leading, assisting the NVAA with planning, communicating, and implementation of strategic initiatives set forth by the NVAA.

**ADDITIONAL SERVICES**

- Preparing legislation and/or other materials in support of NvAA priorities.
- Advocating for legislation or issues of importance to the NvAA.
- Gathering community support on behalf of legislation or issues of importance to NvAA.
- Providing strategic and/or policy advice to the NvAA.
- Providing access to elected and/or appointed officials.
- Help educate local, county, state and federal officials to the importance of aviation to the state economy.
- Help grow Association membership and create alliances with like-minded organizations.

This list is not exhaustive nor limited to required or necessary services.

**EXPERIENCE AND SUBMITTALS**

The firm/team should have demonstrated successful experience in working with the Nevada Legislature, Nevada Executive Branch, and other State, County and City governments. Certified Disadvantaged Business Enterprise (DBE) firms who are qualified are encouraged to respond to the RFQ. Should you be interested in responding to this request please provide the Association with (2) paper copies of your firm's Statement of Qualifications and one electronic copy on a thumb drive. Submittals shall be brief and concise, containing no more than 15 pages of material (exclusive of front and back cover, dividers, and transmittal letter). Minimum font size is 11 point. Submittals in excess of 15 pages shall be considered non-responsive. The NvAA assumes no obligation in the solicitation of this Statement of Qualifications and all costs of responding to this solicitation shall be borne by the interested consultants.

**SELECTION PROCESS AND EVALUATION CRITERIA**

Evaluation and selection of the consultant will be based on:



1. Experience and qualifications of your firm in providing government affairs services. List client projects completed in the last three (3) legislative sessions that were under contract to your firm. The client list should include the client category (private, government, aviation, non-profit) legislative session, and a description of the solution/outcome.
2. Professional qualifications and experience of principles and key personnel who will perform the services during this procurement period.
3. The name, address and telephone number of at least three (3) clients that can be used for reference of services rendered.
4. Provide three examples of successful projects on behalf of clients similar to the Nevada Aviation Association.

### **SELECTION**

Selection of a firm/team may be based solely on the Statement of Qualifications. The Association, however, reserves the right to conduct interviews if necessary. The firm/team considered by the Association to be the most qualified will be selected for the term, subject to approval by the Association Board of Directors and successful contract negotiation. Negotiation of a fee is limited to the services expected to be performed during the term. The fees for subsequent services will be negotiated at the time those services are needed. Please submit fee request with SOQ.

### **SUBMITTAL INFORMATION**

Firms wishing to respond to this request should submit their Statement of Qualifications no later than 12:00 p.m. on Monday, May 24, 2022. Submittals should be sent to:

ATTN: Kenneth G. Moen, President  
NvAA  
1575 Delucchi Lane, Suite 219  
Reno, NV 89502

### **CONTACT INFORMATION**

Should you require additional information, or if you have any questions, please contact Kenneth G. Moen, President at (775) 240-0533 or [President.NvAA@gmail.com](mailto:President.NvAA@gmail.com)

## **EXHIBIT A**

### STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

## STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA (BASED ON 100 POINTS)

Each Statement of Qualifications (SOQ) will be evaluated according to the following criteria:

### A. General information. (10 points)

Provide a general description of the company and/or team that is proposing to provide the services, including identifying key subconsultants. Provide a listing of key personnel as well as the firm's and office registrations. Additionally, for each key person, provide the following information:

1. Length of time with the firm
2. Total number of years of experience
3. Applicable
4. Area(s) of expertise as it relates to the categories noted

### B. Experience and Qualifications of the Firm/Team and Key Personnel (45 points)

1. Provide a list of similar clients on which the project team has experience. For each reference client, please provide the following information:
  2. Description of the client, including appropriate legislation passed or championed.
  3. Client representative and/or client information.
  4. Role of the firm, including a description of the services provided.
  5. Role of each key team member who worked on the reference legislation and the percentage of time spent by each key team member on said project
  6. Approximate dates services were provided.
  7. Reference information (two contacts including current telephone numbers per project)

C. Overall evaluation of the firm/team and its perceived ability to provide the required services will be considered along with the evaluators' perception of the clarity, completeness, and presentation of the Statement of Qualifications. This is to be determined by the selection panel members. No submittal response is required for this item. Information obtained from the Statement of Qualifications and from any other reliable source may be used in the evaluation and selection process.

D. Understanding of aviation and airports and approach to advocacy for the industry in the state. (45 points)

Discuss any major issues your team has identified in your research or understanding of aviation and the economic impact of aviation in the various Nevada communities and a statewide aviation system, and your firm/team intends to address the initiatives listed in the NvAA Strategic Plan and the Nevada Airport and Heliport System Plan (NAHSP). Identify the expertise and ability of your firm/team to effectively implement a strategy to produce educational and successful outcomes for enhancing a statewide aviation system. Identify any innovative strategies that may be incorporated and/or innovative solutions to reorganizing the Nevada Department of Transportation prioritize the initiatives outlined in the NAHSP. Also, discuss the particular expertise your firm/ team offers and how you propose to use that expertise to benefit the NvAA and its members to add value to the process.