

CITY OF LAS VEGAS DOWNTOWN SERVICES CENTER DONATION AGREEMENT

This City of Las Vegas Downtown Services Center Donation Agreement (the "Agreement") is executed by and between the City of Las Vegas, a political subdivision of the State of Nevada (the "City"), and Mel Kalagian, Jr. on this 6 day of August, 2010.

RECITALS

- A. Mel Kalagian's father, Mel Kalagian, Sr. ("Mr. Kalagian") was employed by the City for over thirty years, serving under Mayors Ron Lurie, Jan Jones and Oscar Goodman. Not only was Mr. Kalagian's work devoted to assisting the senior population of the City of Las Vegas, he spent his off hours supporting the senior population of the City.
- B. This tireless senior advocate was laid to rest in 2008, and his family requested that the City honor his lifelong devotion to the City and its senior population by naming an appropriate municipal building in Mr. Kalagian's honor. Mel Kalagian, Jr. has indicated that he, on behalf of the Kalagian family, will donate the money necessary to erect a marquee sign upon a building of the City's choosing.
- C. The Las Vegas Senior Citizen's Advisory Board heard this request at its July meeting, and unanimously voted to recommend that the City Council rename the City of Las Vegas Downtown Senior Services Center in Mr. Kalagian's honor.
- D. Based upon Mr. Kalagian's devotion to his work and the senior community in Las Vegas, the City desires to honor this man by accepting the recommendation of the Senior Citizen's Advisory Board by renaming the Las Vegas Downtown Senior Services Center the "Mel C. Kalagian Sr. Downtown Senior Services Center."

NOW THEREFORE, based upon good and sufficient consideration as provided herein, both parties have mutually agreed as follows:

AGREEMENT

1. **Erection of Marquee Sign.** As soon as reasonably practical, the City shall contract with a sign company of the City's choosing to commence design and installation of a new marquee sign at the City of Las Vegas Downtown Services Center to read "Mel C. Kalagian, Sr. Downtown Senior Services Center." The location of this marquee sign shall be at the discretion of the City, but in a location that is visible from adjacent public right-of-way. The installation of this sign shall comply with all relevant provisions of NRS 338.

Mel Kalagian, Jr. acknowledges and understands that this particular structure will be named as indicated herein, and while the City plans to utilize this structure into the foreseeable future, Mel Kalagian, Jr. also understands that if this structure is demolished or destroyed by fire or other unforeseeable disaster, the City is not obligated to rename the new structure as indicated herein.

2. **Reimbursement of the City; Deposit.** Mel Kalagian, Jr. shall reimburse the City for the entire cost of design, materials and labor for the construction of the new marquee sign (the

"Work"). Prior to the commencement of installation of the new sign, Mel Kalagian, Jr. shall deliver a sum of money by check equal to the contract price of the Work to the City of Las Vegas.

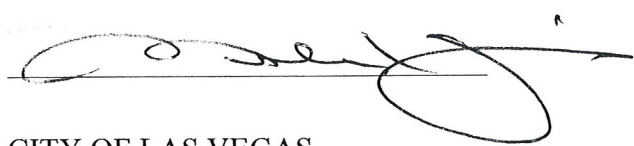
Upon the conclusion of the sign installation, if the amount of money deposited does not completely reimburse the City for the amount paid to the sign company for the Work, Mel Kalagian, Jr. shall deliver a difference between the money deposited and the actual cost of the work within seven calendar days from the date that the City notifies Mel Kalagian, Jr. of a deficiency.

3. **Default; Termination.** If either party to this Agreement does not perform as obligated, the non-defaulting party must notify the party in default of such default in writing. If the defaulting party does not cure the default within seven calendar days from the post-marked date of the notice of default, the non-defaulting party may declare the defaulting party in breach and: 1) avail itself of any remedy available to it pursuant to Nevada law; and/or 2) terminate this Agreement in its entirety. If the City is required to terminate this Agreement after completion of the Work based upon a breach by Mel Kalagian, Jr., Mel Kalagian Jr. shall pay liquidated damages in the amount of two thousand dollars for the removal of the sign erected and restoration of the prior sign.

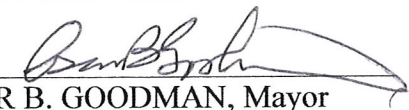
4. **Choice of Law; Venue.** This agreement shall be interpreted under the laws of the State of Nevada. Any litigation under this agreement shall be resolved in the trial courts of Clark County, State of Nevada.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above

MEL KALAGIAN, JR.

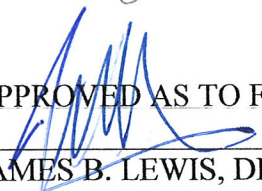


CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

ATTEST: 
BEVERLY BRIDGES, ~~CMC~~ City Clerk
Acting City Clerk

APPROVED AS TO FORM:


JAMES B. LEWIS, DEPUTY CITY ATTORNEY