

RESOLUTION NO. 210 -22
OF THE GOVERNING BODY OF THE
YAVAPAI-APACHE NATION

A Resolution Authorizing Cliff Castle Casino to Execute an Order with
Konami Gaming, Inc. for Gaming Machines and Software


- WHEREAS:** The Yavapai-Apache Tribal Council (“Council”) is authorized to represent the Yavapai-Apache Nation (“Nation”) and act on all matters that concern the health and welfare of the Nation, and to make decisions not inconsistent with or contrary to the Constitution of the Yavapai-Apache Nation (“Constitution”) as provided under Article V(a) of the Constitution; and
- WHEREAS:** The Council is authorized to “manage all tribal economic affairs and enterprises” and to “appropriate and regulate the use of tribal funds” as provided under Article V (i) and (k), respectively, of the Constitution; and
- WHEREAS:** The Council is responsible for approving contracts that exceed \$100,000 as provided under Section 302 of the Cliff Castle Casino Business Code, Title 36; and
- WHEREAS:** Cliff Castle Casino has a Master Agreement with Konami Gaming, Inc. under which the Casino can purchase Konami gaming machines and software through a separate Order; and
- WHEREAS:** The Casino General Manager recommends the purchase of ten (10) gaming machines and software and related accessories from Konami Gaming, Inc. for the amount of \$183,450.00, as set forth in Order #JT22-0036-SR attached to this Resolution as Exhibit A; and
- WHEREAS:** The Order shall be funded from the Casino’s approved 2022 Capital Budget.

NOW THEREFORE BE IT RESOLVED that the Yavapai-Apache Nation Tribal Council, in Council assembled, at which a quorum is present, hereby authorizes the Cliff Castle Casino to execute an Order with Konami Gaming, Inc. for ten (10) gaming machines and software and related accessories for the total purchase price of \$183,450.00, as set forth in Order #JT22-0036-SR attached to this Resolution as Exhibit A.

BE IT FINALLY RESOLVED that the Casino General Manager is hereby authorized to execute the above-referenced Order on behalf of the Cliff Castle Casino.

CERTIFICATION

I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, with a quorum in attendance, presented for approval on November 10 2022, by a vote of 9 9 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.



Tanya Lewis, Chairwoman

ATTEST:

Karla Reimer
Karla Reimer, Council Secretary

Approved as to Form:

Lisa Estenson
Office of the Attorney General

EXHIBIT A

Konami Gaming, Inc. Order #JT22-0036-SR



**KONAMI GAMING EQUIPMENT ORDER #JT22-0036-SR
(PER MASTER AGREEMENT #LE0512-0007-MA)**

Konami Gaming, Inc. ("Konami") agrees to provide **Cliff Castle Casino** ("Customer") located at **555 Middle Verde Road, Camp Verde, AZ 86322** with gaming machines and/or associated software, parts, etc. (collectively, "Equipment") as specified in this Order, subject to the terms herein and as set forth in the existing above-referenced *Konami Gaming Master Agreement* ("Master Agreement") between the parties referenced above.

Gaming Machines

Quantity	Description	Unit Purchase Price	Extended Purchase Price
10	Dimension 27	\$18,000.00	\$180,000.00
10	Promo Discount	(\$5,000.00)	(\$50,000.00)
Subtotal Equipment:			\$130,000.00
Discount:			\$0.00
SUBTOTAL EQUIPMENT			\$130,000.00

Software

Quantity	Description	Unit Purchase Price	Extended Purchase Price
10	Software	\$4,995.00	\$49,950.00
Subtotal Software:			\$49,950.00
SUBTOTAL SOFTWARE			\$49,950.00

Accessories

Quantity	Description	Unit Purchase Price	Extended Purchase Price
2	POD Filler Kit	\$0.00	\$0.00
Subtotal Accessories:			\$0.00
Applicable Discount:			0.0%
SUBTOTAL ACCESSORIES			\$0.00

Other Charges (shipping, installation, training, etc.) \$3,500.00

TOTAL SALES ORDER **\$183,450.00**

Pricing set forth in the matrix above applies only to Purchase or Conversion-to-Purchase arrangements.

The Equipment is being ordered by Customer and provided by Konami under a Purchase Participation Daily-Fee Trial arrangement as defined in the above referenced *Master Agreement* and is subject to the terms and conditions of the *Master Agreement*, this Order form and the following special/additional terms and conditions which shall supplement the (and supersede any contrary) terms and conditions of the *Master Agreement*:

Cash Net 30

Game Performance Warranty: Customer has 365 days following installation to convert to a like-type game theme at no charge if the game theme initially installed fails to perform at house/section average for that denomination, excluding specialty games such as WAP's, participation, and licensed property games. Customer must return the original game theme kit to Konami to exercise this warranty.

Notwithstanding anything to the contrary in this Agreement, to the extent new Equipment incorporates peripherals provided for re-use by Customer, Konami will not be responsible for any claims, liability, warranties, or other issues resulting from Konami's use of same.

Signatures below will constitute acceptance of this Order and the terms herein, including the terms of the *Master Agreement*.

KONAMI GAMING, INC.

CLIFF CASTLE CASINO

By: _____

By: _____

(Print name as signed above)

Title: _____

Title: _____

Date: _____

Date: _____

Please send completed form to Konami Sales Operations - Email: SalesOperations@konamigaming.com, or Fax: 702-952-1596