

# Oneida Nation

Post Office Box 365

Phone: (920)869-2214



Oneida, WI 54155

## **BC Meeting Materials November 30, 2017**

### **Open Session – Public meeting materials**

#### **CERTIFICATION**

I, the undersigned, as Secretary of the Oneida Business Committee, hereby certify that the following 59 pages are the Open Session – Public meeting materials presented at a meeting duly called, noticed and held on the 30<sup>th</sup> day of November, 2017.

A handwritten signature in blue ink that reads "Lisa Summers". The signature is written in a cursive style and is positioned above a horizontal line.

Lisa Summers, Tribal Secretary  
Oneida Business Committee



## **Oneida Business Committee**

**Special Meeting**  
**8:30 a.m., Thursday, November 30, 2017**  
**BC Conference Room, 2<sup>nd</sup> floor, Norbert Hill Center**

### **Agenda**

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*To get a copy of the agenda, go to: [oneida-nsn.gov/government/business-committee/agendas-packets/](http://oneida-nsn.gov/government/business-committee/agendas-packets/)*

#### **I. CALL TO ORDER AND ROLL CALL**

#### **II. OPENING**

#### **III. ADOPT THE AGENDA**

#### **IV. OATHS OF OFFICE**

- A. Oneida Election Board Alternates** – Kalene White, Lori Elm, Melinda K. Danforth, Patricia Moore, Paula Fish, Shannon King, Candace House

#### **V. STANDING COMMITTEES**

**A. Finance Committee**

Chair: Trish King, Treasurer

**1. Approve six (6) Gaming Capital Expenditures:**

- a) Aristocrat – Twenty-four (24) games for a total of \$485,592.00**
- b) Bally – Thirty (30) games for a total of \$598,400.00**
- c) Konami – Sixteen (16) games for a total of \$257,612.36**
- d) IGT – Twenty-two (22) purchased games & twenty (20) games at no-charge for a total of \$358,992.75**
- e) Incredible Technologies – Six (6) purchased games & four (4) leased games for a total \$124,4440.00**
- f) American Gaming Systems – Eighteen (18) games for a total of \$309,500.00**

**VI. NEW BUSINESS**

- A. Approve revised OBC SOP entitled Selection of Family Court Judge**  
Sponsor: Lisa Summers, Secretary
- B. Approve posting Family Court Judge position**  
Sponsor: Lisa Summers, Secretary

**VII. EXECUTIVE SESSION****A. New Business**

- 1. Approve limited waiver of sovereign immunity – Conduent Healthcare Knowledge Solutions Inc. agreement – file # 2017-1333**  
Sponsor: Debbie Danforth, Division Director/Comprehensive Health – Operations
- 2. Review Family Court Judge job description; and determine next steps**  
Sponsor: Lisa Summers, Secretary

**VIII. ADJOURN**

Posted on the Oneida Nation's official website, [www.oneida-nsn.gov](http://www.oneida-nsn.gov), at 2:40 p.m., Monday, November 27, 2017, pursuant to the Open Records and Open Meetings Law, section 7.17-1.

The meeting packet of the open session materials for this meeting is available by going to the Oneida Nation's official website at: <https://oneida-nsn.gov/government/business-committee/agendas-packets/>

For information about this meeting, please call the Business Committee Support Office at (920) 869-4364 or (800) 236-2214.

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 11 / 30 / 17

**2. General Information:**

Session:  Open  Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Administer Oaths of Office to Kalene White, Lori Elm, Melinda K Danforth, Patricia Moore, Paula Fish, Shannon King, ~~Peril Huff~~ and Candace House for Alternates on the Election Board.

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1.  3.

2.  4.

Business Committee signature required

**4. Budget Information**

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

**5. Submission**

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Brooke Doxtator Board, Committee and Commissions Supervisor  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

## Oneida Business Committee Agenda Request

### 6. Cover Memo:

Describe the purpose, background/history, and action requested:

The following request was made at the November 8, 2017 BC Meeting:

IX. New Business

H. Post eight (8) Oneida Election Board alternate positions for 2017 Special Election on December 2, 2017

Chair: Racquel Hill

Liaison: Tehassi Hill, Chairman

The request was approved and the alternate positions were posted for seven days.

Eight (8) applications were received by the deadline of November 14, 2017.

1) Save a copy of this form for your records.

2) Print this form as a \*.pdf *OR* print and scan this form in as \*.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: [BC\\_Agenda\\_Requests@oneidanation.org](mailto:BC_Agenda_Requests@oneidanation.org)

### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 11 / 30 / 17

**2. General Information:**

Session:  Open  Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Approval of Six Gaming Capital Expenditures that were approved by the Finance Committee on November 13, 2017.

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1. <input type="text" value="6 Gaming Capital Expenditure Requests"/>	3. <input type="text"/>
2. <input type="text"/>	4. <input type="text"/>

Business Committee signature required

**4. Budget Information**

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

**5. Submission**

Authorized Sponsor / Liaison:

Primary Requestor: Larry Barton, Chief Financial Officer  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Submitted by: Denise Vigue, Executive Assistant/Finance  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

## Oneida Business Committee Agenda Request

### 6. Cover Memo:

Describe the purpose, background/history, and action requested:

Oneida Business Committee approval is required in order for Gaming Slots to immediately move forward with the Purchasing process of these slot games/machines discounts are a limited time offer.

FC DRAFT Meeting Minutes Excerpt of 11/13/17:

V. Capital Expenditures:

2. Aristocrat (24) Games Amount: \$485,592.00  
David Emerson, Gaming Slots

David was present to discuss requests 2 through 7 including; these are their annual requests for slot games/machines for the year; there may be one or two more later on; this is to replace underperforming machines on the floor and add newest/popular games; he provided handouts of legal reviews and other approvals as they were not completed in time when submitted; he also provided ROI data of machines as reference/information; timing critical to take advantages of discounts afforded this time of the year.

Motion by Larry Barton to approve the Gaming Capital Expenditure requests two through seven in the amounts stated pending all approvals are submitted. Seconded by Shirley Barber. Motion carried unanimously.

3. Bally (30) Games Amount: \$598,400.00  
David Emerson, Gaming Slots  
See Motion in Capital Expenditures #2.

4. Konami (16) Games Amount: \$257,612.36  
David Emerson, Gaming Slots  
See Motion in Capital Expenditures #2.

5. IGT (22) Purchase & (20) Games No-Charge Amount: \$358,992.75  
David Emerson, Gaming Slots  
See Motion in Capital Expenditures #2.

6. Incredible Technologies (6) Purchase & (4) Lease Games Amount: \$124,440.00  
David Emerson, Gaming Slots  
See Motion in Capital Expenditures #2.

7. American Gaming Systems (18) Games Amount: \$309,500.00  
David Emerson, Gaming Slots  
See Motion in Capital Expenditures #2.

1) Save a copy of this form for your records.

2) Print this form as a \*.pdf OR print and scan this form in as \*.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: BC\_Agenda\_Requests@oneidanation.org

**CONTRACT / PURCHASE APPROVAL REQUEST**Contacts

<b>Date</b>	11/2/2017	<b>Requested Review Date</b>	11/9/17
<b>Requestor's Name</b>	DAVE EMERSON	<b>Requestor's Phone #</b>	X3212
<b>Business Unit Name</b>	GAMING SLOTS	<b>Area Director</b>	FAWNE RASMUSSEN
<b>Business Unit Number</b>	1205060	<b>Executive Representative</b>	LOUISE CORNELIUS

Description of Contract (Include a summary of the contract as well as benefits associated from the contract)

ARISTOCRAT C161894-JB-MB (MZ) N  
24 GAMES  
\$485,592.00

Terms of the Contract

<b>Supplier Name</b>	ARISTOCRAT	<b>Vendor Number</b>	124222
<b>Item(s) Purchased</b>	24 GAMES	<b>Budgeted Purchase</b>	YES - X      NO
<b>Total Commitment</b>	\$485,592.00	<b>Trade-in / Book Value</b>	
<b>Shipping Costs</b>	\$6,000.00	<b>Legal Review Number</b>	
<b>Contract Start Date</b>	NOVEMBER 2017	<b>Contract End Date</b>	AT PURCHASE
<b>Auto-renewal clause</b>	YES      NO - X	<b>If Yes, Notice Period</b>	
<b>CAP EX Approval</b>	YES      NO      FYI	<b>State License Current (Gaming Specific)</b>	YES      NO      N/A
<b>CAP EX Line Item</b>	001.1206010.540.105000.000	<b>Account Number</b>	

Competitive Bid/Sole Source Justification (Include a summary of the selection criteria if other than price)

	Supplier Name	Bid Amount	Indian Preference	Sole Source
<b>Bidder #1</b>	ARISTOCRAT			X
<b>Bidder #2</b>				
<b>Bidder #3</b>				

Summary of selection criteria or sole source justification: ARISTOCRAT IS ONLY VENDOR WHO CAN SUPPLY THE ONEIDA NATION WITH "LICENSED" ARISTOCRAT GAMES..

<b>Approval / Review Dates</b>	
Legal Review	
Purchasing Review	
Gaming Commission Review	
Cap-Ex Committee Approval	
Finance Committee Approval	

\*For requests to the FC please refer to the FC FY12 scheduled meeting dates for submission deadlines.



November 1, 2017



**GAMING DEVICE ORDER**

**THIS GAMING DEVICE ORDER** (this “**Order**”) shall be subject to Customer’s Gaming Device Agreement “No. 20-1324-JC-ts” dated February 18, 2005 (the “**Master Agreement**”).

Order No.: **C161894-JB-mb (mz) N**

Customer Name (including dba): **ONEIDA NATION d/b/a ONEIDA CASINO**

Qualified Location: **2170 Airport Drive, Green Bay, WI 54313**

<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
18	Arc Single	\$ 24,895.00	\$ 448,110.00
18	Game Software - Premium Plus	\$ 4,500.00	\$ 81,000.00
6	Helix + Upright Premium Plus	\$ 20,495.00	\$ 122,970.00
6	Game Software - Premium Plus	\$ 4,500.00	\$ 27,000.00
<b>Subtotal:</b>			<b>\$ 679,080.00</b>
24	600 Note: 2 Regular Intelligent (ICB) JCM Ivizion	\$ 300.00	\$ 7,200.00
18	Less: Special Discount	\$ (9,400.00)	\$ (169,200.00)
6	Less: Special Discount	\$ (6,248.00)	\$ (37,488.00)
<b>Subtotal:</b>			<b>\$ 479,592.00</b>
24	Factory Freight	\$ 250.00	\$ 6,000.00
<b>Grand Total:</b>			<b>\$ 485,592.00</b>

*The above Grand Total may (i) exclude any applicable freight charges or regulatory imposed gaming fees, and (ii) exclude a Sales Tax amount (e.g. sales tax, value added tax, goods and services tax or provincial sales tax), if applicable, that is subject to further verification at time of shipment. Any such additional charges will be calculated at the time of shipment based upon the current rate(s) for the relevant jurisdiction.*

Commercial/Special Terms:

1. **PAYMENT TERMS:** Net 30 days.
2. **G2E 2017 ARC SINGLE PROMOTION:** Customer must sign by December 1, 2017, and accept delivery by December 31, 2017. Customer must purchase a minimum of 4 Arc Single Gaming Devices.
3. **G2E 2017 HELIX PLUS PROMOTION:** Customer must sign by December 1, 2017, and accept delivery by December 31, 2017. Customer must purchase a minimum of 6 Helix Plus Gaming Devices. Customer shall receive one (1) free premium plus conversion per two Gaming Devices purchased pursuant to this Order, for a total of three (3) conversions (the “**Free Conversions**”). For purposes of this Order, Free Conversions shall mean the materials supplied by Aristocrat that allow the theme of a Gaming Device to be converted to another theme. Free Conversions must be delivered by December 31, 2017. Customer’s failure to purchase the Gaming Devices listed above shall void all Free Conversions.

4. DELIVERY: Customer understands and agrees that all Gaming Devices will be shipped FOB Vendor's place of business. Customer understands that risk of loss shall pass to Customer at Vendor's place of business.

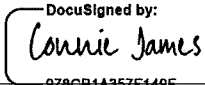
**CUSTOMER:**

**ARISTOCRAT:**

**ONEIDA NATION d/b/a ONEIDA CASINO**

**ARISTOCRAT TECHNOLOGIES, INC., a Nevada corporation**

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

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

Name: 9780B1A357F149F...  
Connie James

Title: \_\_\_\_\_

Title: CFO - Class III

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

Date: Nov 2, 2017

CONSULTANT/CONTRACTOR  
CONFLICT OF INTEREST  
DISCLOSURE FORM

I, Connie James, on behalf of

ATI  
the "Contractor"), declare this to be a full and complete disclosure of all conflicts of interest with the Oneida Nation. Conflict of interest means any interest, whether it be personal, financial, political, or otherwise, that conflicts with any right of the Oneida Nation to property, information, or any other right to own and operate its enterprises, free from undisclosed competition or other violation of such rights of the Oneida Nation. Therefore, I affirm to the best of my knowledge the following:

1. The Contractor is not an employee of the Oneida Nation. *(Must include job description if employee of the Oneida Nation.)*
2. The Contractor is neither presently involved in, nor is it contemplating any legal actions against the Oneida Nation.
3. The Contractor is not presently involved in any activity or has any outside interests that conflict or suggest a potential conflict with the Oneida Nation.
4. The Contractor is neither involved in nor does it own any business investments which are related to or connected with the Oneida Nation, its programs, departments, or enterprises
5. Neither the Contractor, nor any of its representatives, holds any positions as director or officer in any public or private groups, firms, organizations, or other entities which are substantially or wholly owned by the Oneida Nation. No representative of the contractor sits on any board, commission, or committee of the Oneida Nation. No officer or director of the Company has any conflict as defined above
6. The Contractor is neither applying for, nor receiving, any special services, grants, loans or other programs provided by the Oneida Nation, and has no pending contracts with the Oneida Nation, except as herein disclosed and listed below:

IF NONE, please check

Enter disclosures, if any

*(Attach additional pages, if necessary)*

During the term of the contract or any extension thereof, I will promptly report any situation which may involve, suggest or appear to suggest any conflict that I may have with the Oneida Nation. If a conflict arises, I am informed and understand that the Oneida Nation may in its sole discretion, terminate the contract without obligation to me. Further, failure to report any conflict shall also be cause to terminate my contract.

DocuSigned by:  
 Signature: Connie James Date: Nov 2, 2017  
978CB1A357F149F...

ATTACHMENT "A"

RIDER TO GAMING RELATED CONTRACT

ATI This is a Rider to the attached agreement entered into between the Oneida Nation and

(the "Contractor") for the services and/or equipment identified in Exhibit A Statement of Work. The Contractor agrees that nothing contained in these agreements shall be construed as a waiver of any of the Oneida Nation's legal defenses.

The Contractor agrees that the contract shall be terminated if, during the term of the contract or any extension thereof, the Contractor's certificate under Section VII of the Oneida Nation/State of Wisconsin Gaming Compact of 1991 (Compact) is revoked by the Oneida Gaming Commission, Lottery Board, Wisconsin Gaming Commission, or other body so designated by the State of Wisconsin. The contract is subject to the provisions of the Compact and the Contractor shall comply with the Compact and all Oneida Nation laws, ordinances and regulations. A certificate issued under Section VII of the Compact shall not constitute a property interest under Oneida, state or federal law.

The Contractor shall not permit nor employ any person in the course of performance under the contract, if that person:

- 1. Has been convicted of, or entered a plea of guilty or no contest to, any of the following, unless the person has been pardoned or the Oneida Business Committee waives such restriction by legislative resolution after the applicant or employee has demonstrated to the Council evidence of sufficient rehabilitation and present fitness.
  - a. A felony, other than a felony conviction for an offense under subdiv. b., c. or d., during the immediately preceding 10 years.
  - b. Any gambling - related offense.
  - c. Fraud or misrepresentation in any connection.
  - d. A violation of any provision of chs. 562 or 565, Wis. Stats., a rule promulgated by the Lottery Board, Wisconsin Racing Board, or other gaming regulatory body of the State of Wisconsin, or an ordinance of the Oneida Nation regulating or prohibiting gaming.
- 2. Has been determined by the Oneida Nation to be a person whose prior activities, criminal record if any, or reputation, habits, and associations pose a threat to the public interest or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods, or activities in the operation of gaming or the carrying on of the business and financial arrangements incidental thereto.

The Contractor shall not employ any person who is employed by the Oneida Nation in the conduct of gaming under the Compact and the Contractor warrants that no person employed by the Oneida Nation in the conduct of gaming under the Compact has a direct or indirect interest in the contract.

In the event the contract is for the purchase or use of electronic games of chance, the Contractor warrants and represents that each electronic game of chance placed in the Oneida Nation gaming facility:

- 1. Conforms precisely to the exact specifications of the electronic game of chance prototype tested and approved by the gaming test laboratory; in accordance with Section XV of the Compact and
- 2. Operates and plays in accordance with the technical standards prescribed in section XV of the Compact.

ACCEPTED AND AGREED TO:

By: DocuSigned by:  
*Connie James* Date: Nov 2, 2017

Name Connie James

Title CFO - Class III

Address 7230 Amigo Street  
LV NV 89119

**CONTRACT / PURCHASE APPROVAL REQUEST**Contacts

Date	11/3/2017	Requested Review Date	11/10/17
Requestor's Name	DAVE EMERSON	Requestor's Phone #	X3212
Business Unit Name	GAMING SLOTS	Area Director	FAWNE RASMUSSEN
Business Unit Number	1205060	Executive Representative	LOUISE CORNELIUS

Description of Contract (Include a summary of the contract as well as benefits associated from the contract)

BALLY 422442 QT 68546  
30 GAMES  
\$598,400.00

Terms of the Contract

Supplier Name	BALLY			Vendor Number	124524		
Item(s) Purchased	30 GAMES			Budgeted Purchase	YES - X	NO	
Total Commitment	\$598,400.00			Trade-in / Book Value			
Shipping Costs	\$5,250.00			Legal Review Number			
Contract Start Date	NOVEMBER 2017			Contract End Date	AT PURCHASE		
Auto-renewal clause	YES	NO - X		If Yes, Notice Period			
CAP EX Approval	YES	NO	FYI	State License Current (Gaming Specific)	YES	NO	N/A
CAP EX Line Item	001.1206010.540.105000.000			Account Number			

Competitive Bid/Sole Source Justification (Include a summary of the selection criteria if other than price)

	Supplier Name	Bid Amount	Indian Preference	Sole Source
Bidder #1	BALLY			X
Bidder #2				
Bidder #3				

Summary of selection criteria or sole source justification: **BALLY IS ONLY VENDOR WHO CAN SUPPLY THE ONEIDA NATION WITH "LICENSED" BALLY GAMES..**

Approval / Review Dates	
Legal Review	
Purchasing Review	
Gaming Commission Review	
Cap-Ex Committee Approval	
Finance Committee Approval	

\*For requests to the FC please refer to the FC FY12 scheduled meeting dates for submission deadlines.



Bally Gaming, Inc. ("Supplier")  
 6650 S. El Camino Rd.  
 Las Vegas, NV 89118  
 Tel. 702.532.7700  
 Fax. 702.532.7633

Order	
Customer	Oneida Nation dba Oneida Casino
Customer Number	1541
Order Date	31-OCT-2017
Order Number	422442 QT 68546
Order Type	US-Sale New
Payment Terms	30 NET
Sales Rep	Judson, John E
Sales Rep email	<a href="mailto:John.Judson@scientificgames.com">John.Judson@scientificgames.com</a>
Sales Rep Phone	773-230-8722
Shipping Terms	FOB: Customer's Reservation Prepay & Add
Currency Code	USD

Bill To	Ship To
Oneida Nation dba Oneida Casino P.O. Box 365 ONEIDA WI 54155 United States	Oneida Nation dba Oneida Casino 2170 AIRPORT DR ATTN: SLOT DEPT Green Bay WI 54313-840 United States

#### WMS Product Information

Quantity	Product	Description	Software Price	Unit Price	Total Price
2	BLADE	MECHANICAL-BARCREST 3RM	3,995.00	18,995.00	45,980.00
2	<b>Total</b>				<b>45,980.00</b>

#### WMS Product Discounts\*

	Description	%	Amount
1	MECHANICAL-BARCREST 3RM		(11,990.00)
	<b>Total</b>		<b>(11,990.00)</b>

#### WMS Product Pricing

	<b>SUBTOTAL</b>	45,980.00
	<b>DISCOUNT</b>	(11,990.00)
	<b>FREIGHT</b>	350.00
	<b>TAX</b>	0.00
	<b>TOTAL PURCHASE PRICE</b>	<b>34,340.00</b>

**Bally Product Information**

Quantity	Product	Description	Software Price	Unit Price	Total Price
8	SG143	SG-1 TWINSTAR J43	6,250.00	23,995.00	241,960.00
14	SG143	SG-1 TWINSTAR J43	3,750.00	23,995.00	388,430.00
6	TSLNT	TWINSTAR 27/27 SLANT TOP	3,250.00	19,495.00	136,470.00
<b>28</b>	<b>Total</b>				<b>766,860.00</b>

**Bally Product Discounts\***

	Description	%	Amount
1	SG-1 TWINSTAR J43 DISCOUNT		( 61,200.00)
1	SG-1 TWINSTAR J43 DISCOUNT		(112,000.00)
1	TWINSTAR 27/27 SLANT TOP DISCOUNT		( 34,500.00)
	<b>Total</b>		<b>(207,700.00)</b>

**Bally Product Pricing**

	<b>SUBTOTAL</b>	766,860.00
	<b>DISCOUNT</b>	(207,700.00)
	<b>FREIGHT</b>	4,900.00
	<b>TAX</b>	0.00
	<b>TOTAL PURCHASE PRICE</b>	<b>564,060.00</b>

**Total Order Pricing**

	<b>SUBTOTAL</b>	812,840.00
	<b>DISCOUNT</b>	(219,690.00)
	<b>FREIGHT</b>	5,250.00
	<b>TAX</b>	0.00
	<b>TOTAL PURCHASE PRICE</b>	<b>598,400.00</b>

**Remit To**

Bally Technologies  
 PO Box 749335  
 Los Angeles, CA 90074



## Terms and Conditions

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### i. Master Agreement

#### i.a)

1. ACCEPTANCE. This agreement is subject to all of the terms and conditions set forth below and on the face side hereof. This order shall become a contract as to the entire quantity specified on the earlier of: (a) when it is signed and delivered by Customer and countersigned by Supplier, or (b) when Customer has accepted delivery of any part of the product specified herein or Customer has furnished to Supplier delivery dates, shipping instructions, or instructions to bill and hold and Supplier accepts the instructions. Each shipment received by Customer from Supplier shall be deemed to be only upon the terms and conditions contained in this order, provided written approval by Supplier is indicated on the face hereof. None of the terms and conditions contained in this order may be added to, modified, superseded, or otherwise altered except by a written instrument signed by both parties. All subsequent orders for the lease or purchase of equipment, software or parts by the Customer shall be subject to the terms and conditions of this order.
2. PAYMENT TERMS. Net amount of invoices shall be payable in full within thirty days, unless otherwise agreed to in writing by the parties.
3. DELIVERY. All unit prices are F.O.B Reservation. The acceptance of a shipment by any common carrier or licensed truckman shall constitute delivery to the Customer. Method and route of shipment shall be at Suppliers sole discretion, unless Customer shall furnish written instructions, agreed to in writing by Supplier, and in all cases are subject to delays or failure of performance (a) when Supplier is not permitted to perform as a result of any order, request or mandate of any governmental authority, or (b) when the supply of product or any facility of production, manufacture, storage, transportation, distribution or delivery contemplated by Supplier is interrupted, unavailable or inadequate because of wars, riots, hostilities, insurrections, public disorders, acts of enemies, sabotage, strikes, labor or employment difficulties, fires, acts of God or acts of public authority, accidents or breakdowns, weather conditions or any other circumstances or conditions beyond Suppliers control, whether or not similar to the foregoing. In such event, Supplier shall not be liable therefor and may, in its sole discretion, with appropriate notice to Customer, at any time and from time to time, postpone the delivery date(s) under this contract for a time which is reasonable under the circumstances or make partial delivery or cancel all or any portion of this contract. Upon such notice, customer shall have ten (10) days to exercise an option to cancel its order and shall thereafter be entitled to a full refund of any monies paid. If Customer consents to partial delivery, Customer shall be entitled to a refund of any monies paid for all items or services not delivered under the original Sales Order. If for any such cause there is, or Supplier may reasonably believe there may be, such a shortage of supplies that Supplier is or may be unable to meet the demands of all of its customers of all kinds, Supplier may allocate among such customers its available supplies in such reasonable manner, as it may determine with appropriate notice to Customer. Upon such notice, Customer shall have ten (10) days to exercise an option to cancel its order and shall thereafter be entitled to a full refund of any monies paid. If Customer consents to partial delivery, Customer shall be entitled to a refund of any monies paid for all items and services not delivered under the original Sales Order. Product invoiced and held at any location by Supplier at Customer's request shall be at Customers risk and Supplier may charge for insurance and storage at prevailing rates. Identification of the product to the contract shall occur as each shipment is placed in the hands of the common carrier.
4. TAXES. The amount of all present and future applicable taxes imposed by any federal, state, tribal, foreign, or local governmental authority which Supplier may be required to pay or collect, with reference to the manufacture, sale, purchase, receipts, transportation, delivery, storage, use or consumption of product or services shall be added to the purchase price, unless Customer in advance shall provide Supplier with a tax exemption certificate acceptable to the applicable taxing authority.
5. WARRANTIES. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH HEREIN OR IN A SEPARATE WRITING ISSUED BY SUPPLIER FURNISHED TO CUSTOMER, SUPPLIER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR USE, ARE HEREBY DISCLAIMED. SUPPLIER SHALL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OR EXPENSE, OR FOR ANY FAILURE TO PERFORM OR DELAY IN PERFORMANCE. SUPPLIERS MAXIMUM LIABILITY SHALL NOT IN ANY CASE EXCEED THE CONTRACT PRICE FOR THE PRODUCT CLAIMED TO BE DEFECTIVE OR UNSUITABLE. ANY MODIFICATIONS MADE BY CUSTOMER TO ANY PRODUCT SOLD PURSUANT TO THIS ORDER SHALL VOID ANY WARRANTY PROVIDED BY SUPPLIER AND CUSTOMER HEREBY HOLDS SUPPLIER HARMLESS FROM ANY DAMAGES ARISING FROM SUCH MODIFICATION. SUPPLIER MAKES NO REPRESENTATIONS WITH RESPECT TO PRODUCT HOLD PERCENTAGES. SUPPLIER PROVIDES NO WARRANTY FOR EQUIPMENT, ACCESSORIES AND/OR PERIPHERALS MANUFACTURED BY A THIRD PARTY, INCLUDING, BUT NOT LIMITED TO PLAYER TRACKING/SLOT MANAGEMENT SYSTEMS COMPONENTS, SIGNAGE, PROGRESSIVE DISPLAYS, SLOTS AND



## Terms and Conditions

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STOOLS, FAULTY PAYOUTS ASSOCIATED WITH PROGRESSIVE WIDE AREA SYSTEMS OR LOCAL AREA SYSTEMS EVEN IF INSTALLED BY SUPPLIER ON EQUIPMENT AT CUSTOMERS FACILITY.

6. SHORTAGES/RETURNS. No claims for shortages will be allowed unless filed in writing with Supplier within fifteen (15) calendar days after delivery. No returned product will be accepted without Suppliers having provided to Customer a return authorization number.

7. CANCELLATIONS AND HOLDS. Orders accepted by Supplier, shall not be cancelled, changed or amended except upon mutual written agreement of the parties. No product will be held after the time designated for shipment, except upon mutual written agreement by both parties.

8. PREMIUMS AND PROMOTIONAL ARRANGEMENTS. If product ordered is subject to a license from a third party to Supplier, Customer shall not provide the product or any facsimile or use thereof hereunder as a premium, give-away or other promotion without first receiving the written consent of Supplier.

9. WAIVER. Failure of Supplier to insist upon strict performance of any of the conditions of this agreement shall not constitute a waiver of such conditions or any other condition or a waiver of any default.

10. DISPUTE RESOLUTION. All disputes arising hereunder shall be resolved through the use or good faith negotiations and / or mediation.

11. CHOICE OF LAW. The Customer and Supplier agree that the substantive law to be applied in any and all disputes arising under this Agreement is the law of the state in which the Equipment and Devices are located, including that states Uniform Commercial Code, without reference to any choice of law provision.

12. INSURANCE. Customer will maintain adequate insurance on the product, naming Supplier as an additional insured to the full value of product received until such time as it is paid in full.

13. MAINTENANCE. Equipment transferred to Customer hereunder as a result of a lease or trial of any product shall be maintained by Customer in workable condition including but not limited to any peripherals such as Supplier-supplied slot management/player tracking components, seats, stools, stands and any other attachments to the Suppliers equipment. In the event of a sale by Supplier to Customer, the obligations of Customer under this Article shall continue until Customer has paid all monies due and owing Supplier under this Sales Order for the equipment and inventory delivered by Supplier to Customer.

14. SEVERABILITY. If any provision of this agreement or the application thereof shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision, its application hereunder or any other provision of this contract.

15. SECURITY INTEREST. As security for the prompt payment and performance of Customer's indebtedness, liabilities, and obligations of Customer to Supplier, however incurred, created, arising or evidenced, whether direct or indirect, absolute or contingent, due or to become due, or now or hereafter existing (collectively, the "obligations"), Customer grants to Supplier a security interest in the equipment and inventory sold by Supplier to Customer pursuant to this agreement (collectively, the "collateral"). Customer agrees to execute promptly upon request all financing statements which Supplier reasonably may deem necessary or advisable to perfect Supplier's security in the collateral described herein.

16. RIGHTS OF SUPPLIER. In addition to all other rights and remedies provided hereunder and by applicable law, Supplier may enter onto Customer's premises at any reasonable hour and upon twelve (12) hours notice to inspect the Collateral in a manner consistent with the casinos internal controls and regulations.

17. RIGHTS OF SUPPLIER ON DEFAULT. Upon Customers failure to promptly pay or perform its obligations, or the commencement of proceedings by or for the Customer under any bankruptcy or insolvency laws, or the loss, theft, damage, destruction, sale, encumbrance, levy, seizure or attachment of any of the collateral (each, a default), Supplier shall have all rights and remedies provided hereunder and by applicable law, including without limitation all rights and remedies provided by the Uniform Commercial Code. Nothing hereunder shall be construed as a waiver of the sovereign immunity of the Oneida Tribe of Wisconsin.

18. SOVEREIGN IMMUNITY. Nothing hereunder shall be construed as a waiver of the sovereign immunity of the Oneida Tribe of Wisconsin.

19. COMPLIANCE COMMITTEE. In the event any gaming commission, board or similar governmental regulatory agency having jurisdiction over the Customer discloses facts concerning Customer or its respective affiliates which, in the reasonable opinion of Supplier or its Compliance Committee may adversely affect any gaming license or permits held by Supplier or the current standing of Supplier or its respective affiliates with any gaming commission, board or similar governmental regulatory agency, then Supplier shall have the right to immediately terminate this agreement upon written notice to Customer, and the parties hereto shall have no further obligation or liability, other than any outstanding payment due Supplier by Customer.

## Terms and Conditions

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20. CASHLESS ACKNOWLEDGEMENT. Each gaming machine obtained hereunder with cashless capability (a "Licensed Cashless Gaming Machine") is provided under a limited license to one or more of the following U.S. Patent Nos. 5,290,033; 5,265,874; 6,048,269; 5,429,361; and 5,470,079. Any use of a Licensed Cashless Gaming Machine constitutes the acknowledgement of and agreement to the following "Limited License":

1. Licensed Cashless Gaming Machine License Rights. Licensed Cashless Gaming Machines are licensed for use solely in connection with a cashless gaming system that is separately licensed under these patents (a "Licensed Cashless Gaming System"). The use of a Licensed Cashless Gaming Machine with an unlicensed gaming system that has cashless capability is an unlicensed use. Customer agrees to use the cashless functionality of a Licensed Cashless Gaming Machine only where such Licensed Cashless Gaming Machine is attached to a Licensed Cashless Gaming System.

2. Other License Limitations. Each Limited License is expressly limited to the original Licensed Cashless Gaming Machine (i.e., one serial number per license). A license may not be transferred from one gaming machine to another. Any unauthorized transfer voids this license.

### 21. LICENSES

a. Suppliers Software. Supplier hereby grants Customer a non-exclusive, royalty-free license to utilize the Device software solely in conjunction with Customers operation of the Suppliers gaming devices described herein (Devices). In consideration for such license grant, Customer shall take all steps necessary to protect Suppliers and its licensors proprietary rights in the Devices and Device software. Customer agrees and acknowledges that it is expressly prohibited from: (i) copying the Device software, except for archive purposes consistent with its archive procedures; (ii) modifying, decompiling, disassembling, reverse engineering or otherwise attempting to derive the source code of the Device software; (iii) exporting the Device software or underlying technology in contravention of applicable U.S. and foreign export laws and regulations; and (iv) using the Device software other than in connection with operation of the Devices. Supplier retains exclusive title to, and ownership rights in, the Device software and all copies thereof. Supplier reserves all other rights to the Device software except as expressly granted in this section.

b. Third-Party Property. In addition to the Rights, Suppliers third-party licensors have granted Supplier certain rights to advertise and use the artwork, logo, game play, set dress and other elements of their respective intellectual property. Supplier warrants and represents to Customer that these rights include all uses that Supplier has or will undertake during the term of this Agreement. Customer understands and agrees that it shall not sublicense, advertise or use the name, likeness, trademark, service or any other rights described above to the third-party intellectual property in any manner without the express prior written consent of Supplier. If Customer desires to use any such rights, it shall submit to Supplier, for Suppliers and its third-party licensor(s) written approval, all materials showing the requested use. All materials must be approved in writing by Supplier and its third-party licensor(s) (through submission to Supplier) prior to publication or use by Customer.

22. REPRESENTATIONS, WARRANTIES AND COVENANTS. Customer represents, warrants and covenants to Supplier as follows: (1) all information furnished by Customer to Supplier in connection with Supplier's due diligence and compliance review process is complete and accurate; (2) Customer shall, in connection with this agreement, (a) maintain complete and accurate books and records and (b) comply with all applicable laws, rules and regulations, including, but not limited to, those relating to anti-corruption, anti-money laundering, competition, licensing and registration; and (3) Customer has not offered or paid, and will not offer or pay, directly or indirectly, (a) anything of value to any public official or candidate for political office, or any relative or agent thereof, for purposes of obtaining any official action or benefit relating in any way to this agreement or (b) any commission or finder's or referral fee to any person or entity in connection with this agreement or any activities on behalf of Supplier.

### i.b) Amendment to Purchase Agreement

The following is hereby added at the end of the Master Purchase Agreement between Customer and Supplier (or if there is no agreement between the parties so named, then the agreement that governs Customer's purchases of gaming devices and related equipment, parts and/or conversions from Supplier) as such agreement applies to this order and all of Customer's future orders for the purchase of gaming devices and/or related equipment, parts and/or conversions from Supplier:

Supplier takes great pride in having earned the trust of our customers and the business community in which we work. We are committed to winning business through honest competition in the marketplace and abiding by the regulations that govern the lottery and gaming industries. If you discover events of a questionable, fraudulent or illegal nature that are, or that you believe in good faith may be, in violation of law, the guidelines set forth in our Code of Conduct or other Supplier policy, you will report the matter immediately the SG Business Hotline, which is available 24 hours a day, seven days a week, at 1-888-475-9507, or you may file a report on [www.scientificgames.ethicspoint.com](http://www.scientificgames.ethicspoint.com).

## Terms and Conditions

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### ii. Special Terms and Conditions

#### ii.a) Regulatory Contingency

The parties' obligations under this order are contingent upon Supplier obtaining all necessary regulatory approvals for the supply of Blade gaming devices in Customer's jurisdiction.

#### ii.b)

CASH NET 30. Payment is due in full no later than 30 days after invoice. As security for the prompt payment of Customer's indebtedness to Supplier under this Order, Customer grants to Supplier a security interest in the equipment sold by Supplier to Customer pursuant to this Order and all proceeds thereof, including insurance proceeds only until such time as Customer has tendered payment in full to Supplier for such equipment. Customer hereby irrevocably authorizes Supplier, at any time and from time to time, to file financing statements to establish and maintain a valid, enforceable, perfected security interest as specified in this Order without the signature of Customer, including any amendments thereto and continuations thereof.

#### ii.c) . .

STANDARD LIMITED PRODUCT WARRANTY. During the first ninety (90) days after delivery of the Equipment (or the first year after delivery, in the case of WAVE gaming machines), Supplier warrants to Customer that the Equipment will be free from defects in material and workmanship that materially and adversely affect the performance of the Equipment. Deviations from any specifications or standards that do not materially affect the performance of the Equipment are not considered to be defects in materials or workmanship. Customer's sole and exclusive remedy in the event of defect is expressly limited to the adjustment, repair, or replacement of defective parts to return the Equipment to good working condition, in the sole discretion of Supplier. This warranty is void if the Equipment or any part thereof is not installed, operated and maintained in accordance with Supplier's product literature and manuals or is operated in violation of law. In addition, this warranty is void if the defective Equipment and/or part (i) has been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation by Customer or on behalf of Customer (other than by Supplier), improper storage, or improper handling, (ii) has been repaired or altered by persons other than Supplier, or (iii) has been used with any third party software or hardware which has not been previously approved in writing by Supplier. The process for parts adjustment, repair or replacement under the foregoing warranty is described in Supplier's RMA policy located on Supplier's customer support web site.

#### ii.d)

CURRENCY. All currency (including, without limitation, any credits granted) amounts stated in this Order are in U.S. Dollars. All payments to Supplier are to be made in U.S. Dollars.

#### ii.e) . .

EGM PERFORMANCE WARRANTY. During the ninety (90) days after the delivery of the EGMs purchased hereunder, if any such EGM fails to earn at least eighty percent (80%) of the rolling monthly slot machine gaming floor area average for the Customer facility where such EGM is located for the same denomination and platform type (excluding any earnings for specialty games such as wide area progressives, participation, and premium licensed EGMs), Customer may, as its sole and exclusive remedy and at no charge to Customer, convert that EGM's game theme one (1) time to a different game theme of the same category which is approved in Customer's gaming jurisdiction for use in the EGM. Customer agrees to provide Supplier with written notice requesting the conversion, including certification of the average that serves as the basis of any such game theme conversion. Upon conversion of an EGM's game theme as set forth herein, Customer shall promptly return the original game theme components to Supplier.

# Terms and Conditions

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Oneida Nation dba Oneida Casino	Supplier
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**CONTRACT / PURCHASE APPROVAL REQUEST**Contacts

<b>Date</b>	10/262017	<b>Requested Review Date</b>	10/31/17
<b>Requestor's Name</b>	DAVE EMERSON	<b>Requestor's Phone #</b>	X3212
<b>Business Unit Name</b>	GAMING SLOTS	<b>Area Director</b>	FAWNE RASMUSSEN
<b>Business Unit Number</b>	1205060	<b>Executive Representative</b>	LOUISE CORNELIUS

Description of Contract (Include a summary of the contract as well as benefits associated from the contract)

KONAMI #JF-17-2511-S  
 16 GAMES  
 \$262,869.76  
**\$257,612.36 TOTAL SALES ORDER – IF PAID NET 30.**

Terms of the Contract

<b>Supplier Name</b>	KONAMI			<b>Vendor Number</b>	124420		
<b>Item(s) Purchased</b>	16 GAMES			<b>Budgeted Purchase</b>	YES - N/A	NO	
<b>Total Commitment</b>	\$262,869.76 NET 30 DAYS IS: \$257,612.36			<b>Trade-in / Book Value</b>			
<b>Shipping Costs</b>	\$2,400.00			<b>Legal Review Number</b>			
<b>Contract Start Date</b>	NOVEMBER 2017			<b>Contract End Date</b>	AT PURCHASE		
<b>Auto-renewal clause</b>	YES	NO – X		<b>If Yes, Notice Period</b>			
<b>CAP EX Approval</b>	YES	NO	FYI	<b>State License Current (Gaming Specific)</b>	YES	NO	N/A
<b>CAP EX Line Item</b>	001.1206010.540.105000. 000			<b>Account Number</b>			

Competitive Bid/Sole Source Justification (Include a summary of the selection criteria if other than price)

	Supplier Name	Bid Amount	Indian Preference	Sole Source
<b>Bidder #1</b>	KONAMI			X
<b>Bidder #2</b>				
<b>Bidder #3</b>				

**Summary of selection criteria or sole source justification: KONAMI IS ONLY VENDOR WHO CAN SUPPLY THE ONEIDA NATION WITH "LICENSED" KONAMI GAMES..**

<b>Approval / Review Dates</b>	
Legal Review	
Purchasing Review	
Gaming Commission Review	
Cap-Ex Committee Approval	
Finance Committee Approval	

\*For requests to the FC please refer to the FC FY12 scheduled meeting dates for submission deadlines.

**KONAMI GAMING PURCHASE EQUIPMENT ORDER # JF-17-2511-S**

Konami Gaming, Inc. ("Konami") agrees to provide **Oneida Bingo & Casino** ("Customer") located at **2020/2100 Airport Drive, Green Bay, WI 54155** with gaming machines and/or associated software, accessories, parts, etc. (collectively, "Equipment") as specified in this Order, subject to the terms herein and the attached standard terms and conditions.

**Gaming Machines**

Quantity	Description	Unit Purchase Price	Extended Purchase Price
8	Concerto Slant Top: Black Finish with Chrome Trim, No Topper, BV, Printer, No Coin Hardware, PT Bracket and Harness, Spacer and LCD Button Panel,	\$18,795.00	\$150,360.00
8	Concerto Stack: Black Finish with Chrome Trim, No Topper, BV, Printer, No Coin, PT Bracket and Harness and LCD Button Panel,	\$17,999.00	\$143,992.00
			\$0.00
			\$0.00
6	Podium Trade In Credit	(\$2,500.00)	(\$15,000.00)
16	Promotional Credit	(\$3,500.00)	(\$56,000.00)
Subtotal Equipment:			\$223,352.00
Discount: 12.0%			(\$26,802.24)
<b>SUBTOTAL EQUIPMENT</b>			<b>\$196,549.76</b>

**Software**

Quantity	Description	Unit Purchase Price	Extended Purchase Price
16	Concerto Software Kits	\$3,995.00	\$63,920.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Subtotal Software:			\$63,920.00
<b>SUBTOTAL SOFTWARE</b>			<b>\$63,920.00</b>

**Accessories**

Quantity	Description	Unit Purchase Price	Extended Purchase Price
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Subtotal Accessories:			\$0.00
Applicable Discount: 0.0%			\$0.00
<b>SUBTOTAL ACCESSORIES</b>			<b>\$0.00</b>

Other Charges (shipping, installation, training, etc.)

\$2,400.00

**TOTAL SALES ORDER**

**\$262,869.76**

**TOTAL SALES ORDER - IF PAID NET 30 DAYS**

**\$257,612.36**

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 and is subject to the terms and conditions of (a) this Order form, (b) the attached standard terms and conditions and (c) the following special/additional terms and conditions, if any (which shall take priority over any standard terms and conditions which are inconsistent):

**Game Performance Warranty:** The customer has one hundred eighty (180) days 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. The customer must return the original game theme kit to Konami Gaming to qualify for this program.  
2%-Cash net 30

Signatures below will constitute acceptance of this Order and the attached standard terms and conditions.

KONAMI GAMING, INC.

**CUSTOMER:** Oneida Bingo & Casino  
2020/2100 Airport Drive,  
Green Bay, WI 54155

By: \_\_\_\_\_

By: \_\_\_\_\_

(Print name as signed above)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Please send completed form to Konami Sales Operations - Email: [SalesOperations@konamigaming.com](mailto:SalesOperations@konamigaming.com), or Fax: 702-616-0930



**KONAMI SALES & SECURITY AGREEMENT**  
**Standard Terms and Conditions**

1. **Payment Terms:**  
 Unless other payment terms are specified in this Agreement, Customer understands and agrees that payment is due net thirty (30) days from invoice.
2. **Late Charge:**  
 A late charge may be added to any amounts invoiced by Konami when Konami does not receive payment within the payment terms of the invoice. The late charge will be calculated at a rate of 1.5% of the unpaid amount per month or 18% per year and will be considered due when invoiced by Konami.
3. **Delivery Terms:**
  - a) Konami will attempt to meet Customer's required delivery date, however time shall not be critical concerning any delivery date. Konami will not be held liable, or responsible for any delay or failure to deliver all or any part of any order for any reason. Unless there is a written agreement stating otherwise, the means of delivery shall be determined by Konami. The Customer will be responsible for and pay all shipping costs, which costs shall be billed separately on the Equipment invoice. Any risk of loss associated with the Equipment will be the responsibility of the Customer upon release of the Equipment to the delivery service F.O.B. Konami's shipping dock, notwithstanding any provisions for payment of Equipment or insurance by Konami or the form of the shipping documents. The terms and conditions stated in this Agreement shall prevail over any conflict in terms and conditions between any Purchase Order submitted by Customer and the terms and conditions stated in this Agreement.
  - b) Customer has seventy-two (72) hours following delivery of Equipment hereunder to give Konami written notice of any claimed defect in such Equipment (other than latent defects not discovered by the Customer). Customer agrees that such notice period is reasonable. Failure to give timely notice as herein provided shall be deemed irrevocable acceptance of such Equipment. No nonconformity or defect in any lot or installment of Equipment shall constitute grounds for claiming breach of the entire Agreement, and any lots or installments whose conformity Customer does not dispute shall be paid for in accordance with the terms and conditions of this Agreement regardless of any dispute concerning other shipments or installments. Konami reserves the right to cure, by repair or replacement, any defects within a reasonable period of time after receiving written notice of such defects from the Customer.
4. **Cancellations:** Gaming Machines orders can be cancelled only under the condition that Customer agrees to pay Konami for completed work allocated to Customer's order at time of receipt by Konami of the cancellation notice, along with (a) all costs, direct and indirect for work in progress, and (b) costs resulting from the cancellation, and (c) a reasonable profit to Konami, not to exceed 10% of the total costs incurred by Konami.
5. **Restocking Charges:**  
 Konami considers all sales to be final, and will not accept the return of Equipment purchased in this Agreement. However, should Customer request to return Equipment or a portion of the Equipment ordered prior to installation, and should Konami agree to an exception and accept said Equipment as returned items, a restocking fee of 25% of the purchase price of the returned Equipment may apply, at Konami's sole discretion. Konami would identify such restocking fee when and if it becomes an issue.
6. **Intellectual Property:**  
 Konami owns or has a license to use the intellectual property associated with the Equipment. Customer is hereby granted a site specific and non-exclusive, royalty-free, non-assignable, non-sublicensable, non-transferable license to use the intellectual property embodied in or represented by computer software, firmware, hardware, the mechanical components, technical manuals and the design, artwork, names and marks contained in the equipment or supplied as spare parts by Konami under this Agreement. Customer agrees that such intellectual property is proprietary to Konami and that all right, title and ownership interest therein shall remain vested with Konami. Customer shall not copy or reproduce any Konami intellectual property, nor shall Customer attempt to transfer, assign or disclose the intellectual property to any third party without Konami's prior written consent. In addition to any other remedy available to Konami, Customer agrees: a) Konami may seek and obtain injunctive relief against the breach or threatened breach of this Agreement and may recover attorneys' fees and costs of any action to enforce the provisions of this Agreement; and b) Konami may terminate Customer's license if Customer fails to comply with any term or condition hereof. This license shall also terminate at such time as Customer shall permanently cease to use the Equipment.
7. **Indemnification for Infringement.** Konami will defend or settle, at Konami's option and expense, any legal proceeding brought against Customer to the extent that it is based on a claim that the Equipment infringes a trademark, copyright or currently issued U.S. Patent of a third-party if Customer gives prompt written notice of the claim to Konami whether or not litigation or other proceeding has been filed or served, gives Konami sole control of the defense and settlement of the claim, provides to Konami all available information and assistance, and has not compromised or settled such claim. If the Equipment is found to infringe a trademark, copyright or currently issued U.S. Patent, Konami will at Konami's discretion: (i) obtain for Customer the right to use the Equipment; (ii) replace the Equipment with non-infringing Equipment; (iii) modify the Equipment so that it becomes non-infringing; or, if none of the above alternatives is available, (iv) remove the infringing Equipment and terminate this Agreement. Konami has no obligation under this Section for any claim which results from (i) use of the Equipment in combination with any Equipment not provided by Konami, (ii) Konami's compliance with designs or specifications of Customer, or (iii) modification or alteration of the Equipment by Customer or Customer's agents, contractors, or affiliates without Konami's consent. **ANY MODIFICATIONS OR ALTERATIONS MADE TO KONAMI EQUIPMENT WITHOUT KONAMI'S CONSENT IS DONE AT THE SOLE RISK OF CUSTOMER.** This Section states the entire liability of Konami and the exclusive remedies of Customer for any and all claims of infringement of any type.
8. **Indemnification.** Except for claims arising under Section 7 (Indemnification for Infringement) or caused solely by Konami's acts or omissions, Customer will indemnify Konami from and against all claims, liabilities, damages and costs (including legal fees and costs) relating to (i) Customer's use of Equipment; (ii) any acts or omission of Customer; or (iii) for any claim which results from (a) use of the Equipment in combination with any Equipment not provided by Konami, (b) Konami's compliance with designs or specifications of Customer, or (c) modification or alteration of the Equipment without Konami's consent.
9. **Title, Ownership and Security Interests:**
  - a) Title to and ownership of the Equipment shall remain solely in Konami until such time as all amounts owed by Customer to Konami pursuant to this Agreement and any associated financing agreement are paid in full, at which time title and ownership shall transfer to Customer.
  - b) In addition to and to the fullest extent not in conflict with subsection (a) above, Konami shall also retain and Customer grants Konami a full purchase money security interest in the Equipment (collectively, the "Collateral") to secure the prompt and timely payment by Customer of all sums required pursuant to this Agreement and any associated financing agreement and the complete performance by Customer of all of the obligations outlined in this Agreement when due. Customer acknowledges that Konami shall have the right to file UCC-1 statements or equivalent forms regarding the Collateral, and Customer shall also execute any additional UCC-1 or equivalent forms as may be necessary upon request by KONAMI. In the event that any default should occur, Konami shall have the rights provided to Konami in the Uniform Commercial Code and all other rights and remedies available under law, including the right to take possession of the equipment. Customer shall keep the Collateral at Location, fully insured at all times, and in good condition and repair from the time of delivery at the F.O.B delivery point until the Collateral has been paid in full.
  - c) In addition, until such time as all amounts owed by Customer to Konami pursuant to this Agreement and any associated financing agreement are paid in full:
    - i. Customer shall not affix the Collateral to any real estate in such a way that it may be deemed a fixture thereto; nonetheless, the Equipment are and shall remain personal property even if installed in or attached to real property;
    - ii. Customer shall keep the Collateral free and clear at all times from all claims, levies, liens, encumbrances and process, and any act of Customer purporting to create such a claim, levy, lien, or encumbrance shall be void;
    - iii. Customer shall give Konami immediate notice of any such attachment or other judicial process affecting any article of Collateral hereunder; and,
    - iv. Customer shall not pledge, lend, create a security interest in, sublet or part with possession of the Equipment or any part thereof or attempt in any manner to transfer, assign, or dispose of the Collateral, or remove the Collateral or any part thereof, from the Premises.
    - v. if Customer breaches this Agreement, files bankruptcy, ceases doing business at the location, or loses any license necessary to operate the business, Konami may enter the Premises and remove the Collateral, in addition to enforcing any other remedy.
    - vi. Customer shall make no representation in any venue or to any third party, nor take any position in any legal or administrative proceeding, which is inconsistent with Konami's rights and interests as expressed herein.
10. **WARRANTY AND DISCLAIMER OF ALL OTHER WARRANTIES AND REPRESENTATIONS.**

Warranty: Konami warrants that for a period of 90-days following installation, new Equipment sold hereunder will be free from defects and in good working order. Customer's sole and exclusive remedy in the event of defect is expressly limited to the restoration of the Equipment to good working condition by adjustment, repair or replacement of defective parts, at Konami's election. Machines, equipment and other products not manufactured by Konami but documented on the Agreement are excluded from this warranty, except as specifically provided in this Agreement.

THE EXPRESS WARRANTIES AND EXPRESS REPRESENTATIONS SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND KONAMI DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR A PARTICULAR OR ANY PURPOSE (WHETHER OR NOT KONAMI KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE INDUSTRY, OR BY COURSE OF DEALING. IN ADDITION, KONAMI EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY PERSON OTHER THAN CUSTOMER WITH RESPECT TO THE EQUIPMENT OR ANY PART THEREOF. THE LIABILITY OF KONAMI AND THE MANUFACTURER OF THE NOTE ACCEPTOR WHICH MAY BE INCLUDED IN THE MACHINES AND/OR EQUIPMENT

INSTALLED HEREUNDER, WHETHER IN CONTRACT, IN TORT, UNDER WARRANTY, IN NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE FAIR MARKET VALUE OF THE NOTE ACCEPTOR, AND UNDER NO CIRCUMSTANCES SHALL KONAMI OR THE MANUFACTURER OF THE NOTE ACCEPTOR BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NEITHER KONAMI NOR THE MANUFACTURER OF THE NOTE ACCEPTOR SHALL BE LIABLE IN ANY RESPECT FOR THE ACCEPTANCE OF COUNTERFEITS AND/OR FRAUDULENT MATERIALS. ANY UNAUTHORIZED MODIFICATION, ALTERATION, OR REVISION OF ALL OR ANY PORTION OF THE EQUIPMENT, SHALL CAUSE ANY WARRANTY NOT DEEMED TO HAVE BEEN DISCLAIMED ABOVE TO BE NULL AND VOID. KONAMI, ITS AFFILIATES, SUBSIDIARIES, REPRESENTATIVES, AND AGENTS MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED.

11. **EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES.** INDEPENDENT OF, SEVERABLE FROM, AND TO BE ENFORCED INDEPENDENTLY OF ANY OTHER ENFORCEABLE OR UNENFORCEABLE PROVISION OF THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE OTHER PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND – INCLUDING LOST PROFITS, LOSS OF BUSINESS, OR OTHER ECONOMIC DAMAGE, AND FURTHER INCLUDING INJURY TO PROPERTY – AS A RESULT OF BREACH OF ANY WARRANTY OR OTHER TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
12. **Maximum Aggregate Liability.** Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this agreement, in no event shall Konami's aggregate liability to customer (including liability to any person or persons whose claim or claims are based on or derived from a right or rights claimed or claimable by customer), with respect to any and all claims at any and all times arising from or related to the subject matter of this agreement, in contract, tort, or otherwise, exceed the total amount paid under this Agreement by Customer to Konami within the most recent 6-month period, plus interest computed as of the date of any final judgment against Konami.
13. **Privileged Licenses.** Customer and Konami each acknowledge that the other party hereto, and its parent company, subsidiaries and affiliates, are businesses that are or may be subject to and exist because of privileged licenses issued by governmental or tribal authorities. If requested to do so by the other party (the "requesting party"), each party (the "requested party") shall obtain any license, qualification, clearance or the like which shall be requested or required of it by the requesting party or any regulatory authority having jurisdiction over this Agreement or the requesting party or the requested party, or their respective parent company, subsidiaries or affiliates. If the requested party fails to satisfy such requirement or if the requesting party, its parent company, subsidiaries or affiliates, is directed to cease business with the requested party by any such authority, or if the requesting party shall in good faith determine, in the requesting party's sole and exclusive judgment, that the requested party, or any of its officers, directors, employees, agents, designees or representatives, (a) is or might be engaged in, or is about to be engaged in, any activity or activities, or (b) was or is involved in any relationship, either of which could or does jeopardize the requesting party's business or such licenses, or those of the requesting party's parent company, subsidiaries or affiliates, or if any such license is threatened to be, or is, denied, curtailed, suspended or revoked, this Agreement may be terminated by the requesting party without liability to either party. In addition, Customer and Konami each hereby acknowledges that it is illegal for a denied license applicant or a revoked licensee (pursuant to the laws, rules and regulations of the Nevada and other gaming authorities), or a business organization under the control of a denied license applicant or a revoked licensee, to enter into, or attempt to enter into, a contract with the other party without the prior approval of the appropriate gaming authorities. Customer and Konami each hereby affirms, represents and warrants to the other party that it is not a denied license applicant, a revoked licensee or a business organization under the control of a denied license applicant or a revoked licensee, and Customer and Konami Gaming each hereby agrees that this Agreement is subject to immediate termination by the other party (without any liability to either party) if it should become a denied license applicant, a revoked licensee or a business organization under the control of a denied license applicant or a revoked licensee.
14. **Representation, Warranties and Covenants of Konami and Customer.** Customer and Konami represent, warrant, and covenant that:
  - a) Customer and Konami are duly organized, validly existing and in good standing under the laws of the jurisdiction governing its formation.
  - b) Customer and Konami have the essential authority and license(s) to purchase, operate, or sell as applicable, the Equipment outlined in this Agreement in accordance with applicable laws.
  - c) Customer warrants that the Equipment will only be used for lawful purposes in lawful locations.
  - d) The making, execution and performance by Customer and Konami of this Agreement have been duly authorized by and are not in conflict with Customer's or Konami's governing documents. The representatives of Customer and Konami executing this Agreement have been properly authorized to execute such documents, and Customer and Konami have been legally and appropriately identified by their lawful name in this Agreement.
15. **General Terms and Conditions:**
  - a) This Agreement constitutes the entire understanding between the parties with regard to the subject matter of this Agreement. There are no other understandings, expressed or implied, written or oral.
  - b) This Agreement may not be modified, and no provision herein shall be waived, except by a written instrument signed by both parties.
  - c) No waiver of any term or condition shall be deemed to waive that term or condition on a future occasion or any other term or condition, unless explicitly stated with a written instrument representing the waiver.
  - d) The illegality or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any legal and enforceable provisions thereof.
  - e) This agreement and all terms and conditions shall be interpreted in accordance with the laws of the state of Wisconsin.
  - f) This Agreement is subject to, and contingent upon the approval by Konami of, Customer's financial/credit data (as requested by Konami).
  - g) In the case of any controversy or claim arising out of or relating to this Agreement, or with respect to a breach thereof, the Parties first shall seek to solve such matter amicably through discussions between the Parties, then, if necessary, by means of non-binding mediation.
  - h) Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its control, including any act of God, the elements, earthquakes, floods, fires, actions or decrees of governmental bodies, failure or delays in transportation or communications, or any act or failure to act by the other party, provided, however, that lack of funds shall not be deemed to be a reason beyond a party's control.
16. **Ticket-in/Ticket-out Functionality.** Customer acknowledges the below:

"Whereas KONAMI is a preferred Licensee under the IGT Cashless Licensing Agreement Customer shall initial the statement below in acknowledgement (as required in KGI's agreement with IGT) of having read same.

Each gaming machine leased hereunder with cashless capability (a "Licensed Cashless Gaming Machine") is provided under a limited license to one or more of the following U.S. Patent Nos. 5,290,033; 5,265,874; 5,429,361; 5,470,079; 6,048,269; 6,729,957; 6,729,958; 6,736,725 and 7,275,991, as well as any continuations, continuations-in-part, divisionals, reissues, reexaminations, and foreign counterparts thereof. Any use of a Licensed Cashless Gaming Machine constitutes the acknowledgement of and agreement to the following "Limited License":

- a. **Licensed Cashless Gaming Machine License Rights.** Licensed Cashless Gaming Machines are licensed for use solely i) in connection with a cashless gaming system that is separately licensed under these patents (a "Licensed Cashless Gaming System") or ii) on a standalone basis (not connected to a cashless gaming system). The use of a Licensed Cashless Gaming Machine with an unlicensed gaming system that has cashless capability is an unlicensed use.
- b. **Other License Limitations.** Each Limited License is expressly limited to the original Licensed Cashless Gaming Machine (i.e., one serial number per license) and personal to the original customer location. A license may not be transferred from one gaming machine to another or from one customer (e.g., casino) to another. Any unauthorized transfer voids this license.
- c. **Permitted Transfers to Affiliated Properties for purchased gaming machines.** For those games purchased by Customer, upon payment of a transfer fee (which fee is \$0 per gaming machine per transfer – and is subject to change by written notification), a customer may obtain authorization to transfer a Licensed Cashless Gaming Machine between Affiliated Properties by obtaining a transfer authorization certificate from IGT. For purposes of this Limited License, Affiliated Properties are properties with a common owner who has a majority interest in both properties. Customer shall not move any games under this Agreement between locations without prior notice to and approval from KONAMI."

\_\_\_\_\_  
Initials

Customer also acknowledges that if it orders KGI Machines without Ticket-in/Ticket-out functionality and/or with such functionality disabled, then it shall not attempt to retrofit or otherwise enable such functionality without both (a) notice to and written approval by KGI and (b) payment of the required license fee.

\_\_\_\_\_  
Initials

Customer also acknowledges that the Ticket-in/Ticket-out functionality license on purchased games is specific to Customer, and that said license cannot be transferred or sublicensed by Customer without the payment of the current license fee (\$1000/machine).



17. Nothing in this contract shall be considered a waiver of the Tribe's sovereign immunity.

**CONTRACT / PURCHASE APPROVAL REQUEST**Contacts

<b>Date</b>	10/27/2017	<b>Requested Review Date</b>	11/1/17
<b>Requestor's Name</b>	DAVE EMERSON	<b>Requestor's Phone #</b>	X3212
<b>Business Unit Name</b>	GAMING SLOTS	<b>Area Director</b>	FAWNE RASMUSSEN
<b>Business Unit Number</b>	1205060	<b>Executive Representative</b>	LOUISE CORNELIUS

Description of Contract (Include a summary of the contract as well as benefits associated from the contract)

IGT #1126011  
 22 GAMES + 20 GAMES AT NO CHARGE = 42 GAMES TOTAL  
 \$358,992.75

Terms of the Contract

<b>Supplier Name</b>	IGT	<b>Vendor Number</b>	115636				
<b>Item(s) Purchased</b>	22 GAMES 20 GAMES, NO CHARGE	<b>Budgeted Purchase</b>	YES - X	NO			
<b>Total Commitment</b>	\$358,992.75	<b>Trade-in / Book Value</b>					
<b>Shipping Costs</b>	\$4,500.00	<b>Legal Review Number</b>					
<b>Contract Start Date</b>	NOVEMBER 2017	<b>Contract End Date</b>	AT PURCHASE				
<b>Auto-renewal clause</b>	YES	NO - X	<b>If Yes, Notice Period</b>				
<b>CAP EX Approval</b>	YES	NO	FYI	<b>State License Current (Gaming Specific)</b>	YES	NO	N/A
<b>CAP EX Line Item</b>	001.1206010.540.105000. 000	<b>Account Number</b>					

Competitive Bid/Sole Source Justification (Include a summary of the selection criteria if other than price)

	Supplier Name	Bid Amount	Indian Preference	Sole Source
<b>Bidder #1</b>	IGT			X
<b>Bidder #2</b>				
<b>Bidder #3</b>				

**Summary of selection criteria or sole source justification: IGT IS ONLY VENDOR WHO CAN SUPPLY THE ONEIDA NATION WITH "LICENSED" IGT GAMES..**

<b>Approval / Review Dates</b>	
Legal Review	
Purchasing Review	
Gaming Commission Review	
Cap-Ex Committee Approval	
Finance Committee Approval	

\*For requests to the FC please refer to the FC FY12 scheduled meeting dates for submission deadlines.



9295 Prototype Drive  
Reno, NV 89521

**ORDER DETAIL**

**Sales Order# 1126011 Page 1 of 4**

Print date:10/26/2017 14:45:25

**Sold To: 3101741**  
Oneida Casino  
P.O. Box 365  
Oneida WI 54155-0365

**Ship To: 3201455**  
Oneida Gaming Warehouse  
2170 Airport Drive  
Green Bay WI 54313

**Installed At: 3101741**  
Oneida Casino  
2020 Airport Dr  
Green Bay WI 54313-5538

**Legal Name:**  
Oneida Nation

<b>Account Manager:</b>	Ralph Marvin	<b>Incoterms:</b>	FOB - IGT Facility of Origin
<b>Billing Terms:</b>	Net 30	<b>Currency:</b>	USD
<b>Document Type:</b>	Sale	<b>Carrier:</b>	
<b>Customer Purchase Order:</b>		<b>Order Date:</b>	10/26/2017

Ref #	Qty	Description	Unit Price	Disc %	Unit Disc.	Unit Net Price	Extended Price
100	15	MACHINE: S3000	17,999.00			17,999.00	269,985.00
		Ticket Tray	15.00				
		<b>Subtotal (Options)</b>	15.00			15.00	225.00
		Theme	2,995.00			2,995.00	44,925.00
		Machine Gross Disc %		25.000-	5,252.25-	5,252.25-	78,783.75-
		<b>Total</b>	21,009.00		5,252.25-	15,756.75	236,351.25

*New, Midnight Black Wrinkle, Black Chrome, PT Ready / No PT, Bally SDS IView PT Ready, Future Logic Gen 5 (USB/NTPLX), IVision, EZ-Pay Installed (No Hopper), \$1 Insert, Chop TB, Yes High Limit*

15		TPL STRIKE 3R9L ASC					
3000	4	MACHINE: CRYSTAL CURVE	24,000.00			24,000.00	96,000.00
		Ticket Tray	15.00				
		<b>Subtotal (Options)</b>	15.00			15.00	60.00
		Theme	3,995.00			3,995.00	15,980.00
		Machine Gross Disc %		25.000-	7,002.50-	7,002.50-	28,010.00-
		<b>Total</b>	28,010.00		7,002.50-	21,007.50	84,030.00

*New, Midnight Black Wrinkle, Shadow Sand, WILD FURY JACKPOTS ASC, PT Ready / No PT, Bally SDS IView PT Ready, Future Logic Gen 5 (USB/NTPLX), IVision, EZ-Pay Installed (No Hopper), US 1¢ Insert, 41" Curve TB*

4		WILD FURY JACKPOTS ASC					
6000	3	MACHINE: UNIV LCD SLANT USED	12,999.00	25.000-	3,249.75-	9,749.25	29,247.75
		AVP 3.0Me Premium Electronics	500.00				



9295 Prototype Drive  
Reno, NV 89521

## ORDER DETAIL

Sales Order# 1126011 Page 2 of 4

Print date:10/26/2017 14:45:25

Ref #	Qty	Description	Unit Price	Disc %	Unit Disc.	Unit Net Price	Extended Price
		<b>Subtotal (Options)</b>	500.00	25.000-	125.00-	375.00	1,125.00
		Theme	2,995.00	25.000-	748.75-	2,246.25	6,738.75
		Standard Button	1,000.00-			1,000.00-	3,000.00-
		<b>Total</b>	15,494.00		4,123.50-	11,370.50	34,111.50

*Used, Midnight Black Wrinkle, Bronze, GK 8.3 AVP, PT Ready / No PT, Bally SDS IView PT Ready, Future Logic Gen 5 (USB/NTPLX), IVision, EZ-Pay Installed (No Hopper), 14" Top Box, No Landscape*  
3 GK 8.3 AVP

10000 15 MACHINE: S3000

*New, Midnight Black Wrinkle, Black Chrome, PT Ready / No PT, Bally SDS IView PT Ready, Future Logic Gen 5 (USB/NTPLX), IVision, EZ-Pay Installed (No Hopper), \$1 Insert, Chop TB, Yes High Limit*

30000 4 MACHINE: CRYSTAL CURVE

*New, Midnight Black Wrinkle, Shadow Sand, WILD FURY JACKPOTS ASC, PT Ready / No PT, Bally SDS IView PT Ready, Future Logic Gen 5 (USB/NTPLX), IVision, EZ-Pay Installed (No Hopper), US 1¢ Insert, 41" Curve TB*

60000 1 MACHINE: UNIV LCD SLANT USED

*Used, Midnight Black Wrinkle, Bronze, GK 8.3 AVP, PT Ready / No PT, Bally SDS IView PT Ready, Future Logic Gen 5 (USB/NTPLX), IVision, EZ-Pay Installed (No Hopper), 14" Top Box, No Landscape*

## Order Comments

(30) S3000 (8) CRYSTAL CURVE (4) UNIV\_LCD\_SLANT REFURB

\*\*\*

## PERFORMANCE GUARANTEE:

Customer may, in its sole discretion, convert one or more AVP or ASCENT game theme(s) or conversion(s) purchased or placed pursuant to this Order to a different game theme one time within 180 days after the invoice date of the AVP or ASCENT game or conversion identified herein. Such conversions shall be at no cost to Customer provided each conversion is of equal or lesser value to the original game theme; if not, Customer may purchase such conversion by paying the difference in price. Each "Conversion" shall consist of the game software only for a game theme offered by IGT. This offer does not include multigame bundles or participation machines. If this is an International or Dynamic multigame package, Customer may swap out one (1) theme in the bundle, one time, within 180 days.

As a condition of converting the game theme, Customer must return the original licensed dongle to IGT. If IGT does not receive the original licensed dongle within 60 days of shipping the Conversion, Customer will be invoiced for the Conversion.

The original game theme may not be used in another one of Customer's gaming devices and may not be resold, licensed or used or left in a condition capable of being used or copied by Customer or a third party. Conversions may not be used to convert Customer's preexisting machines that were not purchased or placed pursuant to this Order. All Conversions are subject to all applicable regulatory approvals. Customer shall be solely responsible for any and all shipping costs, applicable taxes, memory upgrades, daily fees, royalty fees and third party license fees. Any applicable royalties or license fees shall be due and payable by Customer prior to the delivery and installation of any Conversion. Failure to return the original dongle shall be a violation of Customer's license for the Conversion and for the original game theme, and any use of the original game



9295 Prototype Drive  
Reno, NV 89521

**ORDER DETAIL**

**Sales Order# 1126011 Page 3 of 4**

Print date: 10/26/2017 14:45:25

Ref #	Qty	Description	Unit Price	Disc %	Unit Disc.	Unit Net Price	Extended Price
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theme by Customer or any third party after receipt of the Conversion shall also be considered a breach of the Customer's license agreements for the Conversion and for the original game theme and shall constitute infringement of all applicable intellectual property rights of IGT, including without limitation, all copyright rights in the original game theme and Conversion. Customer shall not be relieved of any of its license obligations or conditions and shall be held strictly liable for any illegal or unauthorized use of the original game theme's glass, software, and inserts, as applicable.

\*\*\*

Standard installation is available 60 calendar days after receipt of signed order. Please provide preferred installation date at the time of order submission. Changes to orders in process may affect delivery date. This quote will expire 90 days after receipt by customer. After 90 days, pricing and availability are subject to review.

Customer Requested Delivery Date: \_\_\_\_\_

Planned Operational Date: \_\_\_\_\_

\*\*\*

The below customer profile information is utilized for your machine build orders. Please review and ensure it is accurate, if you find discrepancies please work through your Account Manager to have your profile updated.

Printer: Future Logic Gen5 (USB/NTPLX)

Player Tracking: Bally SDS IView PT Ready

Bill Acceptor: JCM IVison

\*\*\*

For the Sale of Machines and Equipment:

The new or used equipment sold pursuant to this order is governed by the general terms and conditions reflected in the Equipment Standard Terms and Conditions Agreement dated November 10, 2011 which are incorporated herein by reference.

**Summary - Machines**

30	MACHINE: S3000
8	MACHINE: CRYSTAL CURVE
4	MACHINE: UNIV LCD SLANT USED
<b>42</b>	<b>Total Machines</b>



9295 Prototype Drive  
Reno, NV 89521

**ORDER DETAIL**

**Sales Order# 1126011 Page 4 of 4**

Print date: 10/26/2017 14:45:25

Ref #	Qty	Description	Unit Price	Disc %	Unit Disc.	Unit Net Price	Extended Price
		<b>Gross Sales</b>					473,657.00
		<b>Discounts</b>					119,164.25
		<b>Shipping Charges</b>					4,500.00
		<b>Subtotal</b>					358,992.75
		<b>Subtotal Non-taxable</b>				358,992.75	
		<b>Subtotal Taxable</b>				0.00	
		<b>Tax</b>					0.00
		<b>Total USD</b>					358,992.75

Pricing may include license fees. However, no discounts are applied to license fees.  
Discounts are calculated on a per line item basis, so slight rounding difference may occur.

Customer acknowledges and agrees to the terms and conditions of any applicable license terms which are located here:  
<http://support.igt.com/apps/support-global-eula.aspx>

Parties hereto agree that the execution of a facsimile of this order shall have the same force and effect as an executed original and shall be binding upon the parties hereto. Each party may rely upon an electronic or facsimile signature of the other.

By Signature below, I here by acknowledge my understanding of the terms and conditions as set forth on the attached sheets or as signed previously.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized IGT Signature

10/27/17  
\_\_\_\_\_  
Date

**CONTRACT / PURCHASE APPROVAL REQUEST**Contacts

Date	10/262017	Requested Review Date	10/31/17
Requestor's Name	DAVE EMERSON	Requestor's Phone #	X3212
Business Unit Name	GAMING SLOTS	Area Director	FAWNE RASMUSSEN
Business Unit Number	1205060	Executive Representative	LOUISE CORNELIUS

Description of Contract (Include a summary of the contract as well as benefits associated from the contract)

INCREDIBLE TECHNOLOGIES EOA #OC-20170828-CM  
 (4) LEASE GAMES  
 (6) PURCHASE GAMES

Terms of the Contract

Supplier Name	INCREDIBLE TECHNOLOGIES	Vendor Number	137043		
Item(s) Purchased	4 LEASE GAMES @ \$50/DAY/GAME 6 PURCHASE GAMES @ \$124,440.00	Budgeted Purchase	YES - N/A	NO	
Total Commitment	\$124,440.00	Trade-in / Book Value			
Shipping Costs	TO BE INVOICED	Legal Review Number			
Contract Start Date	NOVEMBER 2017	Contract End Date			
Auto-renewal clause	YES      NO - X	If Yes, Notice Period			
CAP EX Approval	YES    NO    FYI	State License Current (Gaming Specific)	YES	NO	N/A
CAP EX Line Item	PURCHASE GAMES 001.1206010.540.105000. 000	Account Number	LEASE GAMES 001.1206020.540.705203. 000		

Competitive Bid/Sole Source Justification (Include a summary of the selection criteria if other than price)

	Supplier Name	Bid Amount	Indian Preference	Sole Source
Bidder #1	INCREDIBLE TECHNOLOGIES			X
Bidder #2				
Bidder #3				

Summary of selection criteria or sole source justification: INCREDIBLE TECHNOLOGIES IS ONLY VENDOR WHO CAN SUPPLY THE ONEIDA NATION WITH "LICENSED" INCREDIBLE TECH GAMES..

Approval / Review Dates	
Legal Review	
Purchasing Review	
Gaming Commission Review	
Cap-Ex Committee Approval	
Finance Committee Approval	

\*For requests to the FC please refer to the FC FY12 scheduled meeting dates for submission deadlines.





## ATTACHMENT "A" to EOA# OC-20170828-CM

## RIDER TO GAMING RELATED CONTRACT

This is a Rider to the attached agreement entered into between the **Oneida Nation** and  
**Incredible Technologies, Inc.**

(the "Contractor") for the services and/or equipment identified in **EOA#OC-20170828-CM**. The Contractor agrees that nothing contained in these agreements shall be construed as a waiver of any of the Oneida Nation's legal defenses.

The Contractor agrees that the contract shall be terminated if, during the term of the contract or any extension thereof, the Contractor's certificate under Section VII of the Oneida Nation/State of Wisconsin Gaming Compact of 1991 (Compact) is revoked by the Oneida Gaming Commission, Lottery Board, Wisconsin Gaming Commission, or other body so designated by the State of Wisconsin. The contract is subject to the provisions of the Compact and the Contractor shall comply with the Compact and all Oneida Nation laws, ordinances and regulations. A certificate issued under Section VII of the Compact shall not constitute a property interest under Oneida, state or federal law.

The Contractor shall not permit nor employ any person in the course of performance under the contract, if that person:

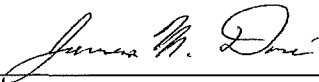
1. Has been convicted of, or entered a plea of guilty or no contest to, any of the following, unless the person has been pardoned or the Oneida Business Committee waives such restriction by legislative resolution after the applicant or employee has demonstrated to the Council evidence of sufficient rehabilitation and present fitness.
  - a. A felony, other than a felony conviction for an offense under subdiv. b., c. or d., during the immediately preceding 10 years.
  - b. Any gambling - related offense.
  - c. Fraud or misrepresentation in any connection.
  - d. A violation of any provision of chs. 562 or 565, Wis. Stats., a rule promulgated by the Lottery Board, Wisconsin Racing Board, or other gaming regulatory body of the State of Wisconsin, or an ordinance of the Oneida Nation regulating or prohibiting gaming.
2. Has been determined by the Oneida Nation to be a person whose prior activities, criminal record if any, or reputation, habits, and associations pose a threat to the public interest or to the effective regulation and control of gaming, or create or enhance the dangers of unsuitable, unfair, or illegal practices, methods, or activities in the operation of gaming or the carrying on of the business and financial arrangements incidental thereto.

The Contractor shall not employ any person who is employed by the Oneida Nation in the conduct of gaming under the Compact and the Contractor warrants that no person employed by the Oneida Nation in the conduct of gaming under the Compact has a direct or indirect interest in the contract.

In the event the contract is for the purchase or use of electronic games of chance, the Contractor warrants and represents that each electronic game of chance placed in the Oneida Nation gaming facility:

1. Conforms precisely to the exact specifications of the electronic game of chance prototype tested and approved by the gaming test laboratory; in accordance with Section XV of the Compact and
2. Operates and plays in accordance with the technical standards prescribed in section XV of the Compact.

## ACCEPTED AND AGREED TO:

By:  Date: 09.11.2017  
 Name James M. Doré  
 Title COO  
 Address Incredible Technologies, Inc.  
200 Corporate Woods Parkway  
Vernon Hills, IL 60061

**CONSULTANT/CONTRACTOR  
CONFLICT OF INTEREST  
DISCLOSURE FORM**

I, James M. Doré, on behalf of Incredible Technologies, Inc.

the "Contractor"), declare this to be a full and complete disclosure of all conflicts of interest with the Oneida Nation. Conflict of interest means any interest, whether it be personal, financial, political, or otherwise, that conflicts with any right of the Oneida Nation to property, information, or any other right to own and operate its enterprises, free from undisclosed competition or other violation of such rights of the Oneida Nation. Therefore, I affirm to the best of my knowledge the following:

- 1. The Contractor is not an employee of the Oneida Nation. *(Must include job description if employee of the Oneida Nation.)*
- 2. The Contractor is neither presently involved in, nor is it contemplating any legal actions against the Oneida Nation.
- 3. The Contractor is not presently involved in any activity or has any outside interests that conflict or suggest a potential conflict with the Oneida Nation.
- 4. The Contractor is neither involved in nor does it own any business investments which are related to or connected with the Oneida Nation, its programs, departments, or enterprises
- 5. Neither the Contractor, nor any of its representatives, holds any positions as director or officer in any public or private groups, firms, organizations, or other entities which are substantially or wholly owned by the Oneida Nation. No representative of the contractor sits on any board, commission, or committee of the Oneida Nation. No officer or director of the Company has any conflict as defined above
- 6. The Contractor is neither applying for, nor receiving, any special services, grants, loans or other programs provided by the Oneida Nation, and has no pending contracts with the Oneida Nation, except as herein disclosed and listed below:

**If NONE, please check**

*(Attach additional pages, if necessary)*

During the term of the contract or any extension thereof, I will promptly report any situation which may involve, suggest or appear to suggest any conflict that I may have with the Oneida Nation. If a conflict arises, I am informed and understand that the Oneida Nation may in its sole discretion, terminate the contract without obligation to me. Further, failure to report any conflict shall also be cause to terminate my contract.

Signature:  Date: 09.11.2017

**CONTRACT / PURCHASE APPROVAL REQUEST**Contacts

<b>Date</b>	11/6/2017	<b>Requested Review Date</b>	11/8/17
<b>Requestor's Name</b>	DAVE EMERSON	<b>Requestor's Phone #</b>	X3212
<b>Business Unit Name</b>	GAMING SLOTS	<b>Area Director</b>	FAWNE RASMUSSEN
<b>Business Unit Number</b>	1205060	<b>Executive Representative</b>	LOUISE CORNELIUS

Description of Contract (Include a summary of the contract as well as benefits associated from the contract)

AGS #00003952.0  
 AMERICAN GAMING SYSTEMS  
 18 GAMES  
 \$309,500.00

Terms of the Contract

<b>Supplier Name</b>	AGS	<b>Vendor Number</b>	142628		
<b>Item(s) Purchased</b>	SLOT GAMES	<b>Budgeted Purchase</b>	YES - X	NO	
<b>Total Commitment</b>	\$309,500.00	<b>Trade-in / Book Value</b>			
<b>Shipping Costs</b>	\$4,500.00	<b>Legal Review Number</b>			
<b>Contract Start Date</b>	NOVEMBER 2017	<b>Contract End Date</b>	PURCHASE DATE		
<b>Auto-renewal clause</b>	YES	NO - X	<b>If Yes, Notice Period</b>		
<b>CAP EX Approval</b>	YES	NO	FYI	<b>State License Current (Gaming Specific)</b>	YES NO N/A
<b>CAP EX Line Item</b>	001.1206010.540.105000.000	<b>Account Number</b>			

Competitive Bid/Sole Source Justification (Include a summary of the selection criteria if other than price)

	Supplier Name	Bid Amount	Indian Preference	Sole Source
<b>Bidder #1</b>	AGS			X
<b>Bidder #2</b>				
<b>Bidder #3</b>				

Summary of selection criteria or sole source justification: AGS IS ONLY VENDOR WHO CAN SUPPLY THE ONEIDA NATION WITH "LICENSED" AGS GAMES..

Approval / Review Dates	
Legal Review	
Purchasing Review	
Gaming Commission Review	
Cap-Ex Committee Approval	
Finance Committee Approval	

\*For requests to the FC please refer to the FC FY12 scheduled meeting dates for submission deadlines.

**AGS EQUIPMENT SALES & SECURITY AGREEMENT**

AGS Contract # 00003952.0

Date: November 3 2017

**SUMMARY**

Product Name	Product Type	Software	Quantity	Per Unit Purchase Price	Extended Purchase Price
Progressive Controller	Progressive Controller		2	\$4,000.00	\$8,000.00
Shipping Charges - Slots per machine	Service		18	\$250.00	\$4,500.00
Icon Cabinet	Slot Cabinet		12	\$14,500.00	\$174,000.00
Orion Cabinet	Slot Cabinet		6	\$20,500.00	\$123,000.00
					<b>\$309,500.00</b>

**Special Terms:**

Sold cabinets have a 180-day game performance guarantee (as described below).

Game performance guarantee:

Should the games installed on the cabinets perform below the criteria outlined below by the end of the first one hundred eighty (180) days following installation, AGS shall replace the games, converting to another applicable AGS game ("Conversion") at no cost to Customer, other than freight charges. Games shall be eligible for a Conversion under this warranty if the games are performing at less than one hundred (100%) of all the other comparable slot machines on the casino floor including without limitation denomination, game type, floor location, etc., exclusive of video poker machines, and multi-site progressive linked machines, specialty machines or machines used in special promotions.

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This AGS Sale Agreement ("Agreement") is entered into by and between **AGS LLC** ("AGS") and **Oneida Nation of Wisconsin** ("Customer") at the facility location of Oneida Bingo & Casino at 2020 Airport Drive, Green Bay, WI 54313 and associated with the (collectively the "Tribe" or "Customer"). This Agreement shall be effective upon the last date signed below ("Effective Date").

Pursuant to this Agreement AGS agrees to sell the Gaming Equipment as specified above or as may be set forth in separate orders signed by AGS and Customer and/or a Customer's Facility ("Order(s)") for the "Gaming Equipment" set forth therein). Each Order shall be governed by and subject to all of the terms and conditions set forth in this Agreement, as well as the terms and conditions set forth in such Order.

1. Definitions.

- a. "Customer's Facility or Customer's Facilities" shall mean, except as otherwise defined herein, a Customer owned, managed, operated or affiliated facilities including any facilities subsequently acquired, managed or operated by or affiliated with the Customer.
- b. "Gaming Equipment" shall mean the equipment, License Software, accessories, and associated equipment as specified within the Summary above and any additional equipment, License Software, accessories, and associated

equipment as may be set forth in an Order. The Parties reserve the right to change or adjust the Gaming Equipment from time to time based on reasonable changes, adjustments and/or discretion.

- c. "Licensed Software" shall mean all intellectual property rights embodied in or represented by the computer software, firmware, hardware, the mechanical components, technical manuals and the design, artwork, names and marks contained in the Gaming Equipment supplied by AGS to Customer pursuant to the terms and conditions of this Agreement and the applicable Order.
2. Payment Terms: The sales price, shipping and other costs, fees and charges for the Gaming Equipment shall be as set forth above or as set forth in an Order. Unless other payment terms are specified in this Agreement or Order, Customer understands and agrees that payment is due net thirty (30) days from day of invoice.
3. Delivery Terms. AGS will attempt to meet Customer's required delivery date, however time shall not be critical concerning any delivery date. AGS will not be held liable, or responsible for any delay or failure to deliver all or any part of any Order for any reason. Unless there is a written agreement stating otherwise, the means of delivery shall be determined by AGS. The Customer will be responsible for and pay all shipping costs, which costs shall be billed separately on the invoice. Any risk of loss associated with the Gaming Equipment will be the responsibility of the Customer upon release of the Equipment to the delivery service F.O.B. shipping point. The terms and conditions stated in this Agreement shall prevail over any conflict in terms and conditions between any Purchase Order submitted by Customer and the terms and conditions stated in this Agreement.
4. Warranty. AGS Warrants that for a period of 90-days following installation, new AGS machines and equipment installed hereunder will be free from defects and in good working order. Customer's sole and exclusive remedy in the event of defect is expressly limited to the restoration of the Gaming Equipment to good working condition by adjustment, repair or replacement of defective parts at AGS' election. Machines, equipment, and other products not manufactured by AGS but documented on the sales Agreement, are excluded from this warranty, except as specifically provided in this Agreement or Order.
5. Ownership: Title to Gaming Equipment purchased under this Agreement transfers to Customer upon delivery of such purchased Gaming Equipment. AGS has the right to file a UCC-1/lien on the equipment that will be released when all payments are received.
6. Taxes. To the extent allowed by law, Customer shall report and pay all applicable federal, state, and local taxes, however designated or levied, based upon the Gaming Equipment, Customer's license of the Licensed Software, Customer's use of the Gaming Equipment, this Agreement, or the fees payable under this Agreement, exclusive of taxes based on net income derived by AGS. Customer shall hold AGS harmless from all claims and liabilities arising in connection with Customer's failure to report or pay such taxes. At the time the Agreement is executed, if applicable, Customer shall provide to AGS an exemption certificate or other document acceptable to the authority imposing the tax, fee, or charge.
7. Late Charge. A late charge may be added to any amounts not received by AGS when due. The late charge will be calculated at a rate of 1.5% per month on the outstanding balance, compounded as to principal and interest monthly until paid.
8. Cancellations. Unshipped Gaming Equipment Orders can be cancelled only under the condition that Customer agrees to pay AGS for completed work allocated to Customer's order at time of receipt by AGS of the cancellation notice, along with (a) all costs, direct and indirect for work in progress, and (b) costs resulting from the cancellation, and (c) a reasonable profit to AGS, not to exceed 10% of the total costs incurred by AGS.
9. Intellectual Property.
  - a. Ownership. Customer agrees that any and all Licensed Software are proprietary to AGS or its licensors and that all right, title and ownership interest therein shall remain vested with AGS or its licensors. Other than as may be expressly allowed by this Agreement, Customer shall not copy or reproduce any Licensed Software, nor shall Customer disclose the Licensed Software to any third party without AGS's prior written consent. AGS claims and reserves all rights and benefits afforded under federal and international copyright and patent law in the Gaming Equipment and all Licensed Software. As to the Licensed Software, the Customer may not: reverse engineer, decompile, reverse compile, disassemble, list print, attempt to obtain the source code or other proprietary information from the Licensed Software, modify, and/or create derivative works.
  - b. License. Customer is hereby granted a site specific, non-exclusive, royalty-free, non-transferable license concurrent with the term of this Agreement and any renewals thereof, to use the Intellectual Property rights embodied in or represented by the computer software, firmware, hardware, the mechanical components, technical manuals and the design, artwork, names and marks contained in the Gaming Equipment or supplied as spare parts by AGS under this Agreement. In addition to any other remedy available to AGS, Customer agrees: a) AGS may seek and obtain injunctive relief against the breach or threatened breach of this Section 9 and may recover attorneys' fees and costs of any action to enforce the provisions of this Section 9; and b) AGS may terminate Customer's license if Customer fails to comply with any term or condition hereof. This license shall also terminate at such time as Customer shall permanently cease to use the Gaming Equipment.



10. Indemnification for Infringement. AGS will defend or settle, at AGS's option and expense, any legal proceeding brought against Customer to the extent that it is based on a claim that the Gaming Equipment infringes a trademark, copyright or currently issued U.S. Patent of a third-party if Customer gives prompt written notice of the claim to AGS whether or not litigation or other proceeding has been filed or served, gives AGS sole control of the defense and settlement of the claim, provides to AGS all available information and assistance, and has not compromised or settled such claim. If the Gaming Equipment is found to infringe a trademark, copyright or currently issued U.S. Patent, AGS will at AGS's discretion: (i) obtain for Customer the right to use the Gaming Equipment; (ii) replace the Gaming Equipment with non-infringing Gaming Equipment; (iii) modify the Gaming Equipment so that it becomes non-infringing; or, if none of the above alternatives are available, (iv) remove the infringing equipment and terminate this Agreement. AGS has no obligation under this Section 10 for any claim which results from (i) use of the Gaming Equipment in combination with any equipment not provided by AGS, (ii) AGS's compliance with designs or specifications of Customer, or (iii) modification or alteration of the Gaming Equipment without AGS's consent or direction. **ANY MODIFICATIONS OR ALTERATIONS MADE TO AGS PRODUCTS WITHOUT AGS'S CONSENT IS DONE AT THE SOLE RISK OF CUSTOMER.** This Section states the entire liability of AGS and the exclusive remedies of Customer for any and all claims of infringement of any type.
11. Indemnification. Except for claims arising under Section 10 (Indemnification for Infringement) or caused solely by AGS's acts or omissions, Customer and AGS will indemnify and hold each other harmless from and against all claims, liabilities, damages and costs (including legal fees and costs) relating to (i) Customer's use of Gaming Equipment; (ii) any acts or omission of Customer; or (iii) for any claim which results from (a) use of the Gaming Equipment in combination with any equipment not provided by AGS, (b) AGS's compliance with designs or specifications of Customer, or (c) modification or alteration of the Gaming Equipment without AGS's consent or direction.
12. Return. Upon termination of this Agreement for any reason, Customer shall ensure at its own expense that the Gaming Equipment is in as good condition as at the beginning of this Agreement, reasonable and normal wear and tear excepted.
13. Right of Removal. If upon termination of this Agreement for any reason Customer fails or refuses to deliver the Equipment to AGS, AGS shall be entitled to enter Customer's premises or any other premises where the Equipment may be found to remove and take possession of the Gaming Equipment and the Licensed Software without legal process. AGS shall have full, free, and safe access to the entire Gaming Equipment for this purpose. Customer shall bear sole responsibility for segregating and separately storing any equipment, programs, or data not owned by AGS, and Customer shall hold AGS harmless from all claims, liabilities, and damages, including without limitation claims or rights of action for trespass, caused by reason of such removal, nor shall AGS be prejudiced or estopped from pursuing any other remedies to which it otherwise might be entitled on account of Customer's breach.
14. Force Majeure. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its control, including any act of God, the elements, earthquakes, floods, fires, actions or decrees of governmental bodies, failure or delays in transportation or communications, or any act or failure to act by the other party, provided, however, that lack of funds shall not be deemed to be a reason beyond a party's control.
15. DISCLAIMER OF ALL WARRANTIES AND REPRESENTATIONS.

**THE GAMING EQUIPMENT AND LICENSED SOFTWARE IS SUPPLIED AS IS. AGS DISCLAIMS, ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, INCLUDING BUT NOT LIMITED TO THE FOLLOWING IMPLIED WARRANTIES: NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR A PARTICULAR OR ANY PURPOSE (WHETHER OR NOT AGS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE INDUSTRY, OR BY COURSE OF DEALING.**

16. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES.

Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, OTHER THAN FOR INFRINGEMENT OF ONE PARTY'S INTELLECTUAL PROPERTY RIGHTS BY ANOTHER PARTY, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE OTHER PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND -- including lost profits, loss of business, or other economic damage, and further including injury to property -- AS A RESULT OF BREACH OF ANY WARRANTY OR OTHER TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

17. MAXIMUM AGGREGATE LIABILITY.

Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, IN NO EVENT SHALL AGS'S AGGREGATE LIABILITY TO CUSTOMER (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED OR CLAIMABLE BY CUSTOMER), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO AGS WITHIN THE MOST RECENT 6-MONTH PERIOD, PLUS INTEREST COMPUTED AS OF THE DATE OF ANY FINAL JUDGMENT AGAINST AGS.

18. Dispute Resolution, Arbitration and Waiver of Jury Trial. In the event of any dispute, claim, question, or disagreement arising from or related to this Lease or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of 30 days then all disputes, claims or controversies arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Clark County, Nevada, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The law to be applied in any such arbitration shall be the law of Nevada without reference to its choice of law provisions. The place of arbitration shall be Clark County, Nevada. **The Parties waive significant and important rights under Nevada Law (and possibly other laws) by agreeing to arbitration. This waiver includes the waiver of a right to a jury trial.**

19. This Agreement shall be interpreted and construed in accordance with the laws of the state of Wisconsin, regardless of its choice of law provisions, provided that nothing in this Agreement shall be interpreted or construed as a waiver, express or implied of Customer's sovereign immunity.

20. Privileged Licenses. Customer and AGS each acknowledge that the other party hereto, and its parent company, subsidiaries and affiliates, are businesses that are or may be subject to and exist because of privileged licenses issued by governmental or tribal authorities. If requested to do so by the other party (the "requesting party"), each party (the "requested party") shall obtain any license, qualification, clearance or the like which shall be requested or required of it by the requesting party or any regulatory authority having jurisdiction over this Agreement or the requesting party or the requested party, or their respective parent company, subsidiaries or affiliates. If the requested party fails to satisfy such requirement or if the requesting party, its parent company, subsidiaries or affiliates, is directed to cease business with the requested party by any such authority, or if the requesting party shall in good faith determine, in the requesting party's sole and exclusive judgment, that the requested party, or any of its officers, directors, employees, agents, designees or representatives, (a) is or might be engaged in, or is about to be engaged in, any activity or activities, or (b) was or is involved in any relationship, either of which could or does jeopardize the requesting party's business or such licenses, or those of the requesting party's parent company, subsidiaries or affiliates, or if any such license is threatened to be, or is, denied, curtailed, suspended or revoked, this Agreement may be terminated by the requesting party without liability to either party. In addition, Customer and AGS each hereby acknowledges that it is illegal for a denied license applicant or a revoked licensee (pursuant to the laws, rules and regulations of the Nevada and other gaming authorities), or a business organization under the control of a denied license applicant or a revoked licensee, to enter into, or attempt to enter into, a contract with the other party without the prior approval of the appropriate gaming authorities. Customer and AGS each hereby affirms, represents and warrants to the other party that it is not a denied license applicant, a revoked licensee or a business organization under the control of a denied license applicant or a revoked licensee, and Customer and AGS each hereby agrees that this Agreement is subject to immediate termination by the other party (without any liability to either party) if it should become a denied license applicant, a revoked licensee or a business organization under the control of a denied license applicant or a revoked licensee.

21. General Terms and Conditions:

- a. This Agreement constitutes the entire understanding between the parties with regard to the subject matter of this Agreement. There are no other understandings, expressed or implied, written or oral. This Agreement may not be modified, and no provision herein shall be waived, except by a written instrument signed by both parties. No waiver of any term or condition shall be deemed to waive that term or condition on a future occasion or any other term or condition, unless explicitly stated with the written instrument representing the waiver. The illegality or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any legal and enforceable provisions thereof. The prevailing party in any dispute under this Agreement shall be entitled to reasonable attorney's fees and costs incurred in the enforcement of this Agreement.
- b. This Agreement is subject to, and contingent upon the approval by AGS of Customer's financial data (as requested by AGS), and receipt of such opinions of counsel to Customer as requested by AGS.

- 22. No Management Contract. The parties agree and acknowledge that this Agreement in no way provides or purports to provide to AGS any management authority or controls over Customer's gaming operations that would require review and approval of this Agreement by the National Indian Gaming Commission ('NIGC'). To the extent the NIGC determines that this Agreement does constitute a management contract, the parties agree to cooperate in revising and modifying this Agreement to the extent necessary so that NIGC approval pursuant to 25 U.S.C. Section 2701 et seq. is no longer required. If AGS so requests, the parties agree to jointly submit this Agreement in a timely fashion to the NIGC so that the NIGC may conduct its review and determine whether or not the Agreement does, in fact, constitute a management contract.
- 23. Assignment. Neither Party shall assign this Agreement, and/or any rights and/or obligations hereunder without the other Party's prior written consent; which consent shall not be unreasonably withheld; provided, however, that either Party may, without notice or the prior written consent of the other Party assign its rights and/or duties under this Agreement to (a) an entity in which it or its parent has a majority ownership and right of control, or (b) any successor entity in connection with a merger, reorganization or other corporate restructuring of the party. Any attempted assignment by either party in violation of this section shall be void.
- 24. Liability for Damage and Insurance. For purchased Gaming Equipment until Gaming Equipment is paid in full, Customer will bear the risk of loss for Gaming Equipment in Customer's possession. Customer agrees to carry and keep in full force and effect an insurance policy, including property damage and public liability coverage in an amount equal to the full current replacement value of the Gaming Equipment. AGS shall be named as an Additional Insured under said policy or policies and Customer is solely responsible for insurance deductibles. Customer's insurance will operate as primary insurance and no insurance that may be affected by AGS will be called upon to contribute to a loss thereunder.
- 25. Customer has not and shall not, in connection with the Gaming Equipment, engage in any transaction with any person or entity that would constitute a violation of any Sanctions Laws. For purposes of this clause "Sanctions Laws" means economic sanctions laws and trade restrictions pursuant to sanctions laws of the United States, including those administered by the Departments of Treasury and State, and equivalent measures of Switzerland, the European Union, the United Nations Security Council, and applicable laws of any other relevant jurisdictions.
- 26. Customer and its representatives have not and shall not, in connection with the Gaming Equipment, offer, accept, make, authorize or promise to make any payment or transfer anything of value, direct business, or provide any other personal benefit to any person or entity in order to illegally obtain or retain business or secure any business advantage. Terms used in this paragraph shall be construed in accordance with the provisions of applicable anti-corruption laws, including the United States Foreign Corrupt Practices Act of 1977, as amended, and any similar anti-corruption laws enacted in any applicable jurisdiction.
- 27. Compliance with MICS AGS agrees that it shall adhere to and comply with federal and tribal internal control standards applicable to the Gaming Equipment and services it provides to Customer.

Signature below will constitute acceptance of the above and all other terms and conditions of this Agreement, **including but not limited to the specific authorization and agreement to the arbitration and waiver of jury trial as set forth in Section 18.**

AGS LLC

Onedia Nation of Wisconsin

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Print name as signed above)

\_\_\_\_\_  
(Print name as signed above)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 11 / 30 / 17

**2. General Information:**

Session:  Open  Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Approve revised OBC SOP entitled Selection of Family Court Judge

**3. Supporting Materials**

Report  Resolution  Contract

Other:

1.

3.

2.

4.

Business Committee signature required

**4. Budget Information**

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

**5. Submission**

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Lisa Liggins, Executive Assistant II  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

## Oneida Business Committee Agenda Request

### 6. Cover Memo:

Describe the purpose, background/history, and action requested:

**\*\*BACKGROUND\*\***

At the November 14, 2017, BC Work Session the OBC SOP entitled Selection of Family Court Judge was reviewed and the following changes were agreed upon:

1. removal of Chairperson from 4.1.a.
2. increasing minimum number of BC members under 4.1.b.
3. eliminating reference to LRO attorney (4.1.c., 5.1., 5.3)
4. adding a members of the Judiciary to the Selection/Screening Committee
5. adding mock trial as a requirement in the interview process (5.3)

The attached draft includes these changes.

**\*\*REQUESTED ACTION\*\***

Approve revised OBC SOP entitled Selection of Family Court Judge

1) Save a copy of this form for your records.

2) Print this form as a \*.pdf OR print and scan this form in as \*.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: [BC\\_Agenda\\_Requests@oneidanation.org](mailto:BC_Agenda_Requests@oneidanation.org)

<b>ONEIDA NATION</b>	<b>TITLE:</b> Selection of Family Court Judge	ORIGINATION DATE: 05/08/2013 REVISION DATE: <u>11/30</u> / <del>08</del> 2017 EFFECTIVE DATE: Upon OBC approval
<b>DEPARTMENT:</b> Oneida Business Committee	<b>APPROVED BY:</b> <i>Oneida Business Committee</i> See Attached OBC meeting minutes	<b>DATE:</b> <del>05</del> 11/ <del>08</del> 30/2017 <del>3</del>
<b>AUTHOR:</b> JoAnne House, Chief Counsel	<b>AUTHORED BY:</b>	<b>DATE:</b> 11/ <u>30</u> <del>06</del> /2017

1  
2  
3 **1.0 PURPOSE**

- 4 1.1 The purpose of this Standard Operating Procedure is to set forth a consistent  
5 process for the selection and appointment of the Family Court Judge as created in  
6 Chapter 151, Family Court Law.  
7  
8

9 **2.0 DEFINITIONS**

- 10 2.1 *Secretary* means the office of the Secretary of the Oneida Business Committee  
11 and the employee delegated the authority and responsibility for administering this  
12 Standard Operating Procedure. The Secretary shall identify by memo to the  
13 Oneida Business Committee the employee delegated authority and responsibility.  
14  
15

16 **3.0 POSTING NOTICE OF VACANCY**

- 17 3.1 The Secretary shall be the office responsible for identifying the term of office of  
18 any appointment as a Family Court Judge and shall notify the Oneida Business  
19 Committee:  
20 a. at least three months prior to a vacancy occurring as a result of conclusion  
21 of a term of office that the posting process for the vacancy will begin.  
22 b. as soon as reasonable and practicable that a vacancy has occurred as a  
23 result of a resignation that the posting process for the vacancy will begin.  
24 c. as soon as reasonable and practicable for any other vacancy that the  
25 posting process for the vacancy will begin.  
26 3.2 The Secretary shall post notice of a vacancy in a judicial position on the Family  
27 Court. Such notice shall contain the following information.  
28 a. Term of office and that the office is subject to an Attorney Contract.  
29 b. Position responsibilities as set forth in the law.  
30 c. Beginning and ending date of the posting.  
31 d. Expected start date.  
32 e. Required minimum qualifications as set forth in the law.  
33 f. Address, fax number, e-mail address for receipt of applications.  
34  
35

36 **4.0 IDENTIFICATION OF SCREENING/SELECTION SUBCOMMITTEE**

37 4.1 Upon posting of the vacancy the Secretary shall request the Oneida Business  
38 Committee to identify a Screening/Selection Subcommittee made up of the  
39 following individuals:

- 40 a. ~~The Chairperson of the Oneida Business Committee~~  
41 ~~b. One~~Three or more members of the Oneida Business Committee  
42 ~~eb. Legislative Reference Office attorney for the purposes of providing~~  
43 ~~interpretive or research assistance~~One or more members of the Judiciary,  
44 to serve as subject matter experts

45 4.2 The Screening/Selection Subcommittee shall be responsible for screening  
46 applications, interviewing candidates, and making recommendation regarding  
47 appointment to the Oneida Business Committee.  
48  
49

50 **5.0 SCREENING AND INTERVIEW**

51 5.1 The Screening/Selection Subcommittee, ~~utilizing the Legislative Reference Office~~  
52 ~~attorney~~, shall identify the minimum qualifications and screen all applicants on  
53 those minimum qualifications. All applicants that do not meet minimum  
54 qualifications or who have not submitted complete applications shall be notified  
55 in writing that they are not being considered.

56 5.2 The Screening/Selection Subcommittee shall require all screened applicants to file  
57 a conflict of interest disclosure which shall include all family relations regarding  
58 all levels of the Tribe's organization and all business relationships with businesses  
59 working with the Oneida Tribe or located within reasonable distance to the  
60 Oneida Reservation.

61 5.3 The Screening/Selection Subcommittee shall schedule interviews and mock tribal  
62 for each screened applicant. Such interviews and mock trial shall be conducted in  
63 a consistent manner and interview questions shall be identified in writing prior to  
64 the interview. The interview for this non-employment position is a political  
65 appointment, but shall conform to EEO laws. All interview questions shall be  
66 reviewed by ~~the Legislative Reference Office attorney who may consult with~~ the  
67 Human Resources Department to verify compliance with EEO laws.  
68

69 5.64 Recommendations for appointment are made based on meeting all minimum  
70 requirements as set forth in the law, the materials submitted in the application,  
71 and the interviews. The Screening/Selection Subcommittee is not limited to  
72 making appointment recommendations based on interview scoring.

73 5.75 The Screening/Selection Subcommittee shall be authorized to contact the  
74 applicant being considered for recommendation to determine whether he/she will  
75 accept the appointment and the date the applicant could start if appointed.

76 5.86 The Screening/Selection Subcommittee shall identify in a report to the Oneida  
77 Business Committee the following information.

- 78 a. names of all applicants and whether they were screened out  
79 b. names of all applicants that were interviewed  
80 c. summary of opinion of Screening/Selection Subcommittee regarding each  
81 applicant screened and interviewed and consideration for appointment

d. name of recommended applicant and the reasons for recommendation

**6.0 APPOINTMENT**

6.1 The Oneida Business Committee shall, in executive session, review the report of the Screening/Selection Subcommittee and shall be given access to all applications.

6.2 The Oneida Business Committee shall by motion adopted by majority vote, approve an appointment to the Family Court. The Oneida Business Committee is not required to appoint any recommended applicant, but is limited to appointment of a screened applicant, or may request the Secretary to repost the vacancy.

6.3 The Secretary shall make arrangements to have the appointed applicant take an oath of office and notify the Judiciary of the appointment and that necessary steps should be taken to install the appointed applicant in office(s) set aside for the Family Court Judge. ~~Provided that, the Secretary shall notify the Oneida Appeals Commission Chief Judge of the appointment and the need to take appropriate steps to install the Family Court Judge in office(s).~~

6.4 The appointed applicant shall sign the approved judge contract prior to the oath of office being given. The Secretary shall forward the judge contract, oath of office, and excerpt of Oneida Business Committee minutes approving the appointment to the Human Resources Department to set up necessary payroll and benefits.

**7.0 REFERENCES**

7.1 Chapter 151, Family Court Law

<b>ONEIDA NATION</b>	<b>TITLE:</b> Selection of Family Court Judge	ORIGINATION DATE: 05/08/2013 REVISION DATE: 11/30/2017 EFFECTIVE DATE: Upon OBC approval
<b>DEPARTMENT:</b> Oneida Business Committee	<b>APPROVED BY:</b> <i>Oneida Business Committee</i> See Attached OBC meeting minutes	<b>DATE:</b> 11/30/2017
<b>AUTHOR:</b> JoAnne House, Chief Counsel	<b>AUTHORED BY:</b>	<b>DATE:</b> 11/30/2017

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16 **3.0 POSTING NOTICE OF VACANCY**

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18 any appointment as a Family Court Judge and shall notify the Oneida Business  
19 Committee:  
20 a. at least three months prior to a vacancy occurring as a result of conclusion  
21 of a term of office that the posting process for the vacancy will begin.  
22 b. as soon as reasonable and practicable that a vacancy has occurred as a  
23 result of a resignation that the posting process for the vacancy will begin.  
24 c. as soon as reasonable and practicable for any other vacancy that the  
25 posting process for the vacancy will begin.  
26 3.2 The Secretary shall post notice of a vacancy in a judicial position on the Family  
27 Court. Such notice shall contain the following information.  
28 a. Term of office and that the office is subject to an Attorney Contract.  
29 b. Position responsibilities as set forth in the law.  
30 c. Beginning and ending date of the posting.  
31 d. Expected start date.  
32 e. Required minimum qualifications as set forth in the law.  
33 f. Address, fax number, e-mail address for receipt of applications.  
34  
35

36 **4.0 IDENTIFICATION OF SCREENING/SELECTION SUBCOMMITTEE**

- 37 4.1 Upon posting of the vacancy the Secretary shall request the Oneida Business  
38 Committee to identify a Screening/Selection Subcommittee made up of the  
39 following individuals:  
40 a. Three or more members of the Oneida Business Committee  
41 b. One or more members of the Judiciary, to serve as subject matter experts  
42 4.2 The Screening/Selection Subcommittee shall be responsible for screening  
43 applications, interviewing candidates, and making recommendation regarding  
44 appointment to the Oneida Business Committee.  
45

46  
47 **5.0 SCREENING AND INTERVIEW**

- 48 5.1 The Screening/Selection Subcommittee shall identify the minimum qualifications  
49 and screen all applicants on those minimum qualifications. All applicants that do  
50 not meet minimum qualifications or who have not submitted complete  
51 applications shall be notified in writing that they are not being considered.  
52 5.2 The Screening/Selection Subcommittee shall require all screened applicants to file  
53 a conflict of interest disclosure which shall include all family relations regarding  
54 all levels of the Tribe's organization and all business relationships with businesses  
55 working with the Oneida Tribe or located within reasonable distance to the  
56 Oneida Reservation.  
57 5.3 The Screening/Selection Subcommittee shall schedule interviews and mock tribal  
58 for each screened applicant. Such interviews and mock trial shall be conducted in  
59 a consistent manner and interview questions shall be identified in writing prior to  
60 the interview. The interview for this non-employment position is a political  
61 appointment, but shall conform to EEO laws. All interview questions shall be  
62 reviewed by the Human Resources Department to verify compliance with EEO  
63 laws.  
64 5.6 Recommendations for appointment are made based on meeting all minimum  
65 requirements as set forth in the law, the materials submitted in the application,  
66 and the interviews. The Screening/Selection Subcommittee is not limited to  
67 making appointment recommendations based on interview scoring.  
68 5.7 The Screening/Selection Subcommittee shall be authorized to contact the  
69 applicant being considered for recommendation to determine whether he/she will  
70 accept the appointment and the date the applicant could start if appointed.  
71 5.8 The Screening/Selection Subcommittee shall identify in a report to the Oneida  
72 Business Committee the following information.  
73 a. names of all applicants and whether they were screened out  
74 b. names of all applicants that were interviewed  
75 c. summary of opinion of Screening/Selection Subcommittee regarding each  
76 applicant screened and interviewed and consideration for appointment  
77 d. name of recommended applicant and the reasons for recommendation  
78

79  
80 **6.0 APPOINTMENT**

- 81 6.1 The Oneida Business Committee shall, in executive session, review the report of

- 82 the Screening/Selection Subcommittee and shall be given access to all
- 83 applications.
- 84 6.2 The Oneida Business Committee shall by motion adopted by majority vote,
- 85 approve an appointment to the Family Court. The Oneida Business Committee is
- 86 not required to appoint any recommended applicant, but is limited to appointment
- 87 of a screened applicant, or may request the Secretary to repost the vacancy.
- 88 6.3 The Secretary shall make arrangements to have the appointed applicant take an
- 89 oath of office and notify the Judiciary of the appointment and that necessary steps
- 90 should be taken to install the appointed applicant in office(s) set aside for the
- 91 Family Court Judge.
- 92 6.4 The appointed applicant shall sign the approved judge contract prior to the oath of
- 93 office being given. The Secretary shall forward the judge contract, oath of office,
- 94 and excerpt of Oneida Business Committee minutes approving the appointment to
- 95 the Human Resources Department to set up necessary payroll and benefits.

97  
98 **7.0 REFERENCES**

- 99 7.1 Chapter 151, Family Court Law

100  
101



### Oneida Business Committee Agenda Request

1. Meeting Date Requested: 11 / 30 / 17

2. General Information:

Session:  Open  Executive - See instructions for the applicable laws, then choose one:

Agenda Header:

Accept as Information only

Action - please describe:

Approve posting Family Court Judge position

3. Supporting Materials

Report  Resolution  Contract

Other:

1.

3.

2.

4.

Business Committee signature required

4. Budget Information

Budgeted - Tribal Contribution  Budgeted - Grant Funded  Unbudgeted

5. Submission

Authorized Sponsor / Liaison:

Primary Requestor/Submitter: Lisa Liggins, Executive Assistant II  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

## Oneida Business Committee Agenda Request

### 6. Cover Memo:

Describe the purpose, background/history, and action requested:

**\*\*BACKGROUND\*\***

BC resolution 07-26-17-J entitled Adoption of the Children's Code and the Nation's Indian Child Welfare states:  
 "The Oneida Nation entities affected by the adoption of this Children's Code, including the Oneida Family Court and the Nation's Indian Child Welfare Department, shall include the expenses associated with the new positions required to implement the Children's Code in the Fiscal Year 2018 Budget. The affected entities shall begin the hiring process and training new staff upon approval of the Fiscal Year 2018 Budget."

Additionally, The Children's Code Legislative Analysis which was presented to the Business Committee on July 26, 2017, along with BC resolution 07-26-17-J indicates that additional staff for the Family Court is required (See attached pages 20-21 of the Children's Code Legislative Analysis).

Lastly, BC resolution 07-26-17-J requires the development of a Implementation Plan. On September 13, 2017, the Children's Code Implementation Plan was accepted as information by the Business Committee (see attached page 3 of the Children's Code Implementation Plan).

Regarding the Selection of Family Court Judge SOP, Section 3.1 states "The Secretary ... shall notify the Oneida Business Committee...as soon as reasonable and practicable for any other vacancy that the posting process for the vacancy will begin." and Section 3.2 states "The Secretary shall post notice of a vacancy in a judicial position on the Family Court."

The Request to Post Form requires a signature and generally approval of this form has been completed by formal OBC action. A determination should be made regarding the following:

- a. Length of posting (minimum is 10 calendar days)
- b. Posting of the vacancy on the Wisconsin State Bar website
- c. Completing a nationwide mailing

**\*\*REQUESTED ACTION\*\***

1. Accept the Secretary's notification of the posting of the Family Court Judge vacancy
2. Approve the Request to Post form with the noted changes (decisions regarding a.-c. above)

1) Save a copy of this form for your records.

2) Print this form as a \*.pdf OR print and scan this form in as \*.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: BC\_Agenda\_Requests@oneidanation.org

*Adoption of the Children's Code and Effective Date*

**NOW THEREFORE BE IT RESOLVED**, that the Children's Code is hereby adopted and shall become effective four hundred and fifty-five (455) calendar days from the approval date of the Fiscal Year 2018 Budget.

**BE IT FURTHER RESOLVED**, that the Oneida Business Committee is authorized to make such modifications and additions to the effective date and Implementation Plan as it deems necessary to implement the Children's Code in accordance with the proposed timelines, and shall ensure that the Children's Code does not become effective until all proper infrastructure is in place.

*Implementation Plan for the Children's Code*

**BE IT FURTHER RESOLVED**, that the Oneida Business Committee is hereby directed to develop an Implementation Plan to include the following:

- 1) *Acquisition and Training of Required Personnel.* The Oneida Nation entities affected by the adoption of this Children's Code, including the Oneida Family Court and the Nation's Indian Child Welfare Department, shall include the expenses associated with the new positions required to implement the Children's Code in the Fiscal Year 2018 Budget. The affected entities shall begin the hiring process and training new staff upon approval of the Fiscal Year 2018 Budget.
- 2) *Negotiation of 161 Agreements and Memorandums of Understanding and/or Agreement.* The Nation shall seek to enter into all appropriate 161 Agreements and memorandums of understanding and/or agreement.
  - a. *161 Agreements.* The Nation shall continue to work towards negotiations with Brown County and Outagamie County for the development of 161 Agreements which clarify the relationship between the Nation and the county in providing for the health, safety and welfare of children by determining the circumstances in which the county department will make payments for costs of out-of-home placements of children when the placement is ordered by the Oneida Family Court.
  - b. *Memorandum of Understanding and/or Agreement with Brown County and Outagamie County.* The Nation may seek to enter into a memorandum of understanding and/or agreement with Brown County and Outagamie County to detail all responsibilities, procedures, interactions, and use of foster homes, shelter care facilities, and treatment facilities.
  - c. *Memorandum of Understanding and/or Agreement with Entities of the Nation.* The Indian Child Welfare Department shall enter into memorandums of understanding and/or agreement with the Oneida Trust Enrollment Committee and/or Department, Oneida Police Department, Oneida Nation Child Support Agency, and any other appropriate department in order to carry out the provisions of this law.
- 3) *Transfer of Cases.* The following determination has been made for the transfer of cases from Brown and Outagamie County jurisdiction to the jurisdiction of the Oneida Family Court:
  - a. When the Children's Code becomes effective all new cases in Brown and Outagamie County shall begin in or transfer to Oneida Family Court.
  - b. Any case in Brown and Outagamie County that has started within the most recent three (3) months may transfer to the Oneida Family Court.

727 family or other Native home is available for adoption for those cases fall under the Nation's  
728 jurisdiction.

729 Lastly, the resolution states the Nation will continue to follow and adhere to Federal  
730 Code, Court opinions which interpret Federal Code, the Bureau of Indian Affairs Guidelines,  
731 and the Bureau of Indian Affairs Regulation [*See BC Resolution 05-13-15-A, Be It Finally*  
732 *Resolved Clause*]. This Code does not include this language. Tribes are not bound by ICWA  
733 and including this language would place added regulations on the OFC even though these  
734 regulations do not necessary apply to tribal courts. However, there are many provisions  
735 found in ICWA and WICWA that have been incorporated into this Code.

736 **D. Board Bylaws.** The Board's bylaws will no longer be in effect if this Code is adopted and the Board  
737 is dissolved.  
738

## 739 SECTION 7. EFFECTS ON EXISTING RIGHTS, PRIVILEGES, OR 740 OBLIGATIONS

741 **A. Impacts on Existing Rights.** In State court, an attorney is provided to the parties in child welfare  
742 matters, this Code allows for parties to obtain counsel which includes an attorney or advocate at the  
743 party's own expense. The General Tribal Council recently directed that a Legal Resource Center be  
744 created to provide Tribal members and Tribal employees representation for any proceeding before the  
745 Judiciary. If a party to a child welfare case before the Court is a non-Oneida, non-employee, he/she will  
746 not be provided representation. These individuals can still seek assistance through Judicare and/or legal  
747 aid. Furthermore, none of the current tribal Children's Codes researched do not provide counsel to the  
748 parties, counsel may be obtained at the parties' expense.  
749

## 750 SECTION 8. ENFORCEMENT

751 **A.** Anyone that does not abide by a Court order can be placed in contempt. Anyone who is not in  
752 compliance with the residual rights agreement can petition the Court to enforce the agreement. The  
753 Court can issue an order demanding compliance or the Court can place the non-complying party in  
754 contempt.  
755

## 756 SECTION 9. OTHER CONSIDERATIONS

757 **A.** The following personnel are needed to implement this Code:

758 **1. ICW Department.** After meeting with the Department, it was determined that the Department's  
759 personnel needs to expand to implement this Code, the table below depicts the current personnel  
760 compared to what is needed.  
761

Position	Current	Needed	Total
Director	1 Family Support Services	1 ICW	1 ICW, 1 Family Support
Supervisor	1	1	1
Intake Worker (in house)	1 (does all intake duties)	1	1
Intake Worker (call 24/7)	0	2	2
On-going Worker	4	2	6
Parenting Specialist	1	1	2
Foster Care Coordinator	1	1	2
Security Officer	0	0.5*	0.5*

\*a meeting will be scheduled to discuss the possibility of ICW and the Judiciary sharing a security officer.

762  
763  
764 **2. OFC.** After meeting with the OFC, it was determined additional staff will be required to  
765 implement this Code. The table (below) depicts the minimum staffing required to exercise  
766 jurisdiction over child welfare legal issues:

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Position	Current	Needed	Total
OFC Judge	1	1	2
OFC Clerk	1	1	2

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a. **Judiciary.** The LOC may want to consider is the issue of court room space. The Judiciary currently has two court rooms. At this time, the OFC does not believe space is an issue; however, there are factors that could change in the future. These factors include, but are not limited to, General Tribal Council's directive to create a Legal Resource Center (Tribal members and Tribal employees will have access to representation which may result in more contested issues and longer hearings); a possible Traffic Code, Criminal Code and Public Peace law, all of which would utilize the court rooms and the addition of administrative hearings the Trial Court will perform due to transferring boards, committees, and commissions' hearing authority to the Trial Court. It is likely the Judiciary's workload will continue to increase which may require more court room space in the future.

b. **Judiciary Workload.** The following chart illustrates the Judiciary's filing numbers since 2008:

Number of Filings							
Year	OFC	Trial Court				Appellate	Peacemaking
		Trial	Garnishment	Debt	Small Claims		
2008	17	39	204	120	0	28	8
2009	170*	24	123	130	0	25	13
2010	551**	30	190	198	0	33	28
2011	606	17	142	128	0	30	44
2012	577	21	190	109	0	25	25
2013	649	19	212	103	0	19	26
2014	581	14	162	174	0	18	42
2015	492	6	133	40	4	19	58
2016	571	19	105	61	3	12	83
2017 <sup>+</sup>	106	7	26	24	0	3	15

\*five months of reports missing for OFC, actually number of filings is higher

\*\*three months of reports missing for OFC, actually number of filings is higher

<sup>+</sup> All numbers are through February 2017

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There are variables that impact the number of filings identified above. For example, in 2010, Brown County began transferring cases to the OFC. In 2013, Milwaukee County began transferring cases. Both of these events had an impact on the OFC's filing numbers. Another issue that impacts the number of filings for OFC is the staffing level at the Oneida Nation Child Support Agency. The table below shows the Judiciary's Hearing Numbers:

## HIRING

*Review and Revise Job Descriptions.* From now until the approval of the Fiscal Year 2018 Budget the Oneida Family Court (OFC) must review the job descriptions for the OFC Judge and OFC Clerk, and make any necessary revisions to the job descriptions.

*Post OFC Positions.* Once the Fiscal Year 2018 Budget is approved, the OFC will work with Human Resources Department (HRD) to post the Oneida Family Court Judge and Clerk positions and begin searching for potential applicants.

*Hiring Process for Clerk.* The hiring process for the OFC Clerk position should be completed thirteen (13) months prior to implementation. The hiring process will include interviews of potential applicants, background checks, negotiations, as well as allotting the potential OFC Clerk enough time to provide proper notice to his or her current employer, if necessary. The OFC Clerk should begin employment at the OFC no later than twelve (12) months prior to implementation date of the Children's Code, but can begin as soon as possible when hired.

*Appointment Process for Judge.* The Oneida Business Committee, in conjunction with the OFC and HRD will have from fifteen (15) months to thirteen (13) months prior to implementation to complete the appointment process for the OFC Judge position. The appointment process will include interviews of potential applicants, background checks, negotiations, as well as allotting the potential OFC Judge enough time to provide proper notice to his or her current employer, if necessary. The OFC Judge should begin employment at the OFC no later than twelve (12) months prior to implementation date of the Children's Code, but can begin as soon as possible when hired.

*Hire Judge and Clerk.* The OFC Judge and Clerk positions must be hired no later than twelve (12) months prior to implementation date of the Children's Code. This is to allow enough time for the OFC to complete the following tasks necessary to successfully implement the Children's Code.

## TRAINING

*Train for OFC Current Workload.* The newly hired OFC Judge and Clerk will begin training on child support; divorce; custody, placement, and visitation matters; and any other OFC duties as soon as they are hired, but no later than twelve (12) months prior to implementation. The experience of the newly hired Judge and Clerk will directly affect the amount of training that will be required before the new Judge and Clerk can begin alleviating some of the current caseload from the current OFC Judge and Clerk. Appointing a Judge with child welfare experience may be a fiscal benefit in that he or she can assist or provide the necessary training to staff, thus eliminating a need for outside training. If the current Judge and Clerk are required to provide extensive training to new staff, it will result in a push back on the current case load.

*Outside Training on Children's Code.* The newly hired OFC Judge and Clerk will begin training on child welfare matters as soon as they are hired, but no later than twelve (12) months prior to implementation. The experience of the newly hired Judge and Clerk will directly affect the amount of training that will be required. Outside sources may need to be utilized to provide the necessary training to successfully implement the Children's Code. Examples include: the Conference on Child Welfare and the Courts- Inspiring Hope and Building Resiliency Among our Youth in October 2017, and the Together for Children Conference, and the Child Welfare Law Orientation both in April 2017, all provided by the Children's Court Improvement Program of Wisconsin. There are also Juvenile Clerk Associations that provide trainings and recourses to court clerks.

## ADDITIONAL DUTIES

*Take on OFC Current Workload Duties.* Once the proper training is received, the newly hired OFC Judge and Clerk may begin hearing current cases in the OFC, including child support, divorce, custody, and placement



# REQUEST TO POST FORM

*(Please ensure all information is complete. Print this form and obtain needed signatures.)*

**Please Note:** First postings are open to enrolled Oneida Tribal members only and will be posted for a minimum of seven (7) calendar days. Second postings are open to all applicants and will be posted for a minimum of ten (10) calendar days.

Requestor's Name:  Division:

Department:  Phone/Ext.:  Position #:

Position Title:  # of Positions Requesting to Fill:

Name of employee(s) who vacated this position:

Is this position funded by Grant Monies:  If "YES" or "PARTIALLY" then what % is funded from Grants?:

Date Grant Ends:  Account Code or GL Code: (Example: XXX.XXXXXXX-XXX-XXXXXX-XXX)

Is this a:  Request to post **OR**  Internal Posting

If requesting to post longer than the minimum days required (see above), please indicate how many calendar days:

Please provide additional comments. E.g. Post 2 part-time, or half time, etc.

Requesting Supervisor:  Date:

Area Manager:  Date:

Signature/Title:  Date:

## COMPLETE THIS SECTION IF RE-POSTING

Reason for Re-posting:  Changes to job description?

HR Representative's initials confirm:  Date:

- Necessary paperwork is completed.
- Job Description is up to date
- Within approved workforce levels.
- Policy has been adhered to.

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 11 / 30 / 17

2. General Information:

Session: [X] Open [ ] Executive - See instructions for the applicable laws, then choose one: [ ]

Agenda Header: [ Oaths of Office ]

- [ ] Accept as Information only
[X] Action - please describe:

Administer Oath of Office to Kathy Hughes for the Oneida Airport Hotel Corporation Board

3. Supporting Materials

- [ ] Report [ ] Resolution [ ] Contract
[ ] Other:

1. [ ] 3. [ ]
2. [ ] 4. [ ]

[ ] Business Committee signature required

4. Budget Information

- [ ] Budgeted - Tribal Contribution [ ] Budgeted - Grant Funded [ ] Unbudgeted

5. Submission

Authorized Sponsor / Liaison: [ Lisa Summers, Tribal Secretary ]

Primary Requestor/Submitter: [ Brooke Doxtator, Boards, Committee and Commissions Supervisor ]
Your Name, Title / Dept. or Tribal Member

Additional Requestor: [ ]
Name, Title / Dept.

Additional Requestor: [ ]
Name, Title / Dept.



**Oneida Business Committee Agenda Request**

**6. Cover Memo:**

Describe the purpose, background/history, and action requested:

Kathy Hughes was appointed at the November 11, 2017 BC Meeting.

The November 22, 2017 BC Meeting was cancelled, so Kathy's oath would have been scheduled for the December 13, 2017 BC Meeting.

On November 28, 2017 a request was made by the Vice-Chairman Brandon Stevens to administer Kathy's oath at the November 30, 2017 Special BC Meeting. I was forwarded this request on November 29, 2017; I contacted Kathy and she stated that she would be able to attend this meeting to take her oath.

1) Save a copy of this form for your records.

2) Print this form as a \*.pdf OR print and scan this form in as \*.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: BC\_Agenda\_Requests@oneidanation.org

Oneida Business Committee Agenda Request

1. Meeting Date Requested: 11 / 30 / 17

2. General Information:

Session: [X] Open [ ] Executive - See instructions for the applicable laws, then choose one:

[Empty text box]

Agenda Header: Travel Request

[ ] Accept as Information only

[X] Action - please describe:

ADD -ON  
Motion for reconsideration for travel to Approve 3 Gaming Commissioners and 4 Staff to attend the WGRA conference in Carter, WI. December 4-6, 2017

3. Supporting Materials

[ ] Report [ ] Resolution [ ] Contract

[X] Other:

1. E-Poll Documentation 3. [Empty text box]

2. [Empty text box] 4. [Empty text box]

[ ] Business Committee signature required

4. Budget Information

[ ] Budgeted - Tribal Contribution [ ] Budgeted - Grant Funded [ ] Unbudgeted

5. Submission

Authorized Sponsor / Liaison: Kirby Metoxen, Councilmember

Primary Requestor/Submitter: Matthew W. Denny, OGC Chairman  
Your Name, Title / Dept. or Tribal Member

Additional Requestor: Tammy Van Schyndel, Executive Director  
Name, Title / Dept.

Additional Requestor: \_\_\_\_\_  
Name, Title / Dept.

**Oneida Business Committee Agenda Request**

**6. Cover Memo:**

Describe the purpose, background/history, and action requested:

WGRA Conference in Carter, WI. December 5th & 6th, would leave on the afternoon of December 4th.  
Attendees would be: Matt Denny, Mark Powless, Reynold Danforth, Tammy VanSchyndel, Connie Herlache, Tracy Metoxen and Shoshana King.

E-Poll done on 11/21/17

Responses for support were: Brandon Stevens, Jennifer Webster, Ernie Stevens III and David Jordan.

Request failed due to lack of support.

OGC is asking that the OBC reconsider and allow them all to attend.

1) Save a copy of this form for your records.

2) Print this form as a \*.pdf OR print and scan this form in as \*.pdf.

3) E-mail this form and all supporting materials in a **SINGLE** \*.pdf file to: BC\_Agenda\_Requests@oneidanation.org

