

Downstream Authority of the Quapaw Tribe of Oklahoma Regular Meeting
August 29, 2018

Meeting Called to Order: 11:00 am

ROLL CALL:	John Berrey, Chairman	Present
	Larry Ramsey, Secretary	Present
	Marilyn Rogers, Member	Present
	Tamara Reeves, Member	Present

DECLARATION OF QUORUM: announced by Larry Ramsey
Jani

Order has been placed for team member Christmas gifts – watches

- 4 different styles available in men’s and women’s

Soterian Systems (DFMA)

- Hector and Alberto will be certified to sale coffee outside of Tribal entities and roast beans for other companies
- Additional details attached

New Beer laws

- Starting 10/1/18 – Sundays service does not begin until 1pm
- Check with commissioners about other options

Beverage Station

- Open September 7

VGT Upgrade on floor last night

- Still down – was supposed to be a 30 minute interruption.

Indoor Pool

- Down until Sept 17 for repairs
 - Replacing the toilets
 - Resurfacing entire pool

Slot offices have moved

- Moved to old bathrooms in high limits

Business Development Manager (independent Rep – Billy Shapp)

- Bring in new players
- Attend chamber events
- 3 month trial period
 - Goals will be set
- Still working on job description

Table Games

- Proposed a “jean” day for team members

- Blue jeans and downstream t shirt
- \$5.00 per person – money raised will go toward the Angel Tree

Craps and Roulette

- Go live date is October 1
- Sept 10/11 floor cuts to be made for power
- Once tables places cameras and lights are ready to be set

High Limit rooms

- Chairs need to be recovered, sample fabrics have been ordered

Security Uniform

- Jacket is no longer available
- Samples for new shirts have been ordered
- Pants requested - EMT pants, DDA would like something dressier

Executive Retreat

- Sept 30- Oct 2
 - Revenue increasing ideas
 - Spend decreasing ideas
 - Team building
 - Flying T – Golf
 - VR games

Monetary Donations

- American Cowboys Rodeo Association - \$1,000, YES
- Joplin Shop with a Cop - \$500, YES
- Miami Youth Football - \$560, YES

Break 12:34pm – 1pm

Marketing

Jani/Alan/ Barry/Melissa

Choice

- Gave them requested duties – waiting on reply
- Main contract ends Sept 30

Artwork

- Reviewed Craps and Roulette Options (see attached)
- Would like to see something different

Video Samples

- Las Vegas – Only Better
- Need to add craps table and roulette wheel

Adjourn 1:50pm

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CRAPS!!!





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GOOD TIMES

ARE
GONNA ROLL!



THE TABLES ARE TURNING!

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GET READY TO ROLL!

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WAYS TO
WIN

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EXPERIENCE MORE WAYS TO WIN

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COMING SOON



SOTERIAN SYSTEMS

Food Safety Management from Farm to Table

PROJECT: Quapaw Tribal Coffee Plant GMP Audit and FDA FSMA Food Safety Plan Development

Prepared and Lead By:

Nancy Scharlach

President, Chief Technical Director

Lead Instructor, FSPCA Preventive Controls for Human Food

Lead Instructor, FSCPA Foreign Supplier Verification Programs

Lead Instructor, International HACCP Alliance

Registered SQF Consultant – High Risk Processing

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Soterian Systems, LLC

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PREPARED FOR:

Lucus Setterfield

Downstream Casino Resort

Director of Food and Beverage

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[69300 E. Nee Rd., Quapaw, OK 74363](http://69300.E.Nee-Rd.,Quapaw,OK74363)

PREPARED ON: August 20, 2018

Description of Project and Soterian Deliverables:

Soterian's Role:

1. Gap Assessment of existing operations, etc.
2. Develop Programs and Procedures for GMP audit and future SQF compliance
3. Create FSMA Preventive Controls Food Safety Plans (works in conjunction with GMP and SQF Prep)
4. Implement GMP Audit Preventive Controls Documentation
5. Train Employees on Documentation, Implementation, specific food safety topics, etc.
6. 3rd Party Audit Preparation – General Consulting Scope

Workload Request by Quapaw Coffee	Deliverable Date on or before:	Quote:	Travel Cost Estimate	Deposit Required
Phase 1: Onsite gap assessment and audit of existing operations, equipment and programs - Onsite gap assessment and project scope outline at Coffee Facility on Friday, 9/28/18	Phase I: September 28, 2018 *Daily Rate is required for this phase due to travel and loss time = 1 day Total for Phase 1: \$1400.00 + travel costs	Phase I: Daily Rate: \$1400.00 Hourly Rate: \$175.00	Travel Estimate: Onsite in Missouri Billed at Cost Travel Cost for 9/28/18 Trip: - Airfare Change Fee: \$200.00 - Rental Car: \$250.00 - Hotel - billed - Meals – billed	\$1500.00 to start project

<p>Phase 2: Off-site Program Development: GMP Audits, FSMA Compliance</p> <ol style="list-style-type: none"> Coffee Production Facility Food Safety Plan include raw ingredient hazard analysis, process hazard analysis, product descriptions, CCP/Preventive Controls Master Plan, Verification and Validation supporting documentation and plan, Reanalysis, Recall Plan, etc. Pre-requisite Program Documents to support FSMA Food Safety Plan GMP and/or SQF audit Preparation Documentation (works together with # 2) 	<p>Phase 2: TBD</p>	<p>Phase 2: Daily Rate: \$1400.00 Hourly Rate: \$175.00</p> <p>a. Flat rate for Document 'Template Package' for GMP/SQF Audit and FSMA Preparation <i>(Does not include customizing documents. Working on customization is part of consulting hourly rates)</i> \$2495.00</p> <p>b. Flat rate for one (1) Food Safety Plan (FSMA required): <i>(Does include all customized plans for the coffee facility, this is a finished product.)</i> \$4000.00</p>	<p>- Transfers: approximately \$50.00 - \$75.00</p> <p>*Mileage from DEN to Home: \$0.535</p> <p>Phase 2 Travel N/A</p>	
<p>Phase 3: Onsite Implementation, training and physical facility, recommendations and documentation implementation and document customization with internal employees</p> <ul style="list-style-type: none"> Train Employees on all aspects of the FSMA Food Safety Plans and GMP or SQF Audit Review and improve on all aspects of the building, equipment, adjacent surroundings, perimeters, etc. Ensure process flow/traffic patterns, equipment and separation of functions are compliant Document improvements and development needed with regards to entire facility and equipment Recommendations for personnel practices: protective gear, sanitation methods, GMP's, etc. <u>Environmental Monitoring Practices</u> review and implementation <u>Sanitation Methods and Pre-op Review</u> and Recommendations <u>General GMP or SQF Audit Preparation Workload Scope</u> 	<p>Phase 3: Starting TBD - upon client request and scope project meeting</p>	<p>Phase 3: Daily Rate: \$1400.00 Hourly Rate: \$175.00</p> <p>Estimated Time onsite: TBD 5 to 10 Days</p> <p>NOTE: Daily Rate is required for standard consulting days and half-days minimum are required for travel days.</p>	<p>Phase 3: Onsite in Joplin, MO; Billed at Cost</p> <p>Airfare, Hotel, Meals, Transfers all billed at Cost</p> <p>Estimate Per Trip: \$1500.00 per trip depending on how many nights in hotel</p> <p>*Mileage: \$0.535</p>	<p>No deposit required for Phase 2 or 3</p>

Soterian Systems, LLC*Quality and Food Safety Services**International HACCP Alliance Accredited**Registered SQF Consultants – High Risk Processing***Lead Instructor - FDA FSMA FSPCA Preventive Controls for Human Food & FSVP**

823 S. Perry Street, Suite 220

Castle Rock, CO 80104

Office: 303.593.2757

www.soteriansystems.com

Client Name: Downstream Casino Resort**Client Contact:** Lucas Setterfield**Client Location:** 69300 E. Nee Rd., Quapaw, OK 74363**Prepared By - Soterian Systems:** Nancy Scharlach - President, Chief Technical Director, Registered SQF Consultant - High Risk Processing, Lead Instructor IHA HACCP, Lead Instructor, FSMA FSPCA Preventive Controls for Human Food, Lead Instructor, Foreign Supplier Verification Programs (SQF Registration No: 9717 - FSC #'s: 3, 4, 10, 13, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 35)**Date Prepared:** August 21, 2018**AGREEMENT FOR SERVICES**

This AGREEMENT is by and between **Downstream Casino Resort** ("Client") and **Soterian Systems, LLC**, ("Soterian"). This Agreement contains the entire understanding of the parties with regard to the subject matter hereof and no warranties, representations, promises or agreements have been made between the parties other than as expressly herein set forth, and neither Client nor Soterian shall be bound, nor are they bound, by any warranties, representations, promises or agreements not set forth herein. This Agreement supersedes any previous agreement or understanding and cannot be modified except in writing signed and dated by all of the parties hereto. This Agreement does not create a relationship of agency, partnership, joint venture or license between the Client and Soterian.

In consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree for themselves, their agents and representatives, as follows:

- A. CONFIDENTIALITY OF PROPRIETARY INFORMATION.** In consideration of the services Soterian will provide to Client, Client recognizes and affirms that Soterian will be sharing proprietary information including but not limited to forms and checklists all of which are trade secrets of Soterian. The Client agrees that it will not reproduce in any manner any forms or written materials (Confidential Information) provided by Soterian. Client agrees that it will exercise reasonable precautions to prevent the disclosure to others of Confidential Information received from Soterian and will disclose confidential information only to those of its employees or agents who have a need to know it for the purposes contemplated by this Agreement and that any of its employees or agents to whom such Confidential Information is disclosed are subject to an obligation to retain such information in confidence.
- B. SCOPE AND TERMS OF WORK:** Soterian will provide onsite gap assessment and audit of existing operations, equipment, and programs related to Food Safety and Quality compliance at Client's coffee facility in Missouri. Onsite services will be charged at **\$1,400.00 per day**. Travel expenses to include airfare, hotel, rental car, etc. will be billed at our cost, and will include a \$50 per day per diem. Other expenses such as parking fees and highway tolls will also be billed at cost. Off-site program development and open-ended consulting and training services at the Client's request will be charged at **\$175 per hour**.

C. PAYMENT OF SERVICES: A deposit of \$1,500.00 is required two weeks prior to start of the project. **Deposit Due Date: September 14, 2018.** The deposit will be credited at \$750.00 for the next two (2) invoices. Invoices will be issued immediately after services are complete. **Invoices are payable upon receipt.** Invoices not paid when due will accrue interest at a rate of 18% per annum. If an invoice is not paid when due Soterian shall have the right in addition to any other legal remedy available, to either terminate this Agreement, or suspend further performance under this and/or other agreements with Client. Client shall be liable for all expenses, including attorney fees, relating to termination of any agreement due to late or non-payment and for the collection of past due amounts under this Agreement.

D. LIMITED WARRANTY: Soterian hereby warrants that forms and documents, as well as training provided pursuant to this agreement, meet the applicable standard(s) for the particular project. THE WARRANTY SET FORTH IN THIS SECTION IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SOTERIAN WITH RESPECT TO THE SERVICES IT PROVIDES AND ARE IN LIEU OF, AND EXCLUDE, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SOTERIAN IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SOTERIAN'S SERVICES ARE SPECIFICALLY DESIGNED AND/OR PREPARED BY SOTERIAN FOR CLIENT'S USE OR PURPOSE.

This warranty does not extend to any losses or damages due to misuse, negligence (other than Soterian's), unauthorized modification or alteration, improper maintenance or application or any other cause not the fault of Soterian. To the extent Client or its agents have supplied specifications, information, representation(s) of operating conditions or other data to Soterian in the design of Soterian's materials and/or services, and the preparation of Soterian's proposal and attached Exhibit 1, and in the event that actual operating conditions or other conditions differ from those represented by Client, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Client assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Soterian's goods and services, either alone or in combination with other products/components and/or services.

Soterian does not warrant or guarantee that the purchase or use of the services provided pursuant to this Agreement will result in Client's passing of any food safety examination or testing by any agency. Soterian does not warrant or guarantee that the purchase or use of the services provided pursuant to this Agreement will prevent recalls or other government action with respect to client's food safety procedures. Soterian is not liable for Client's failure to pass any food safety examination, inspection, and/or testing. Soterian is not liable, and specifically excludes liability for any recall that may occur at client's facility.

E. LIMITATION OF LIABILITY: THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO A REFUND OF THE COST OF SERVICES AS DESCRIBED IN EXHIBIT 1. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SOTERIAN'S LIABILITY TO CLIENT AND/OR ITS CUSTOMERS EXCEED

THE PRICE PAID BY CLIENT FOR THE SERVICES PROVIDED BY SOTERIAN GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

CLIENT AGREES THAT SOTERIAN'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment. It is expressly understood that any technical advice furnished by Soterian with respect to the use of the services is given without Soterian assuming obligation or liability for the advice given, or results obtained, all such advice being given and accepted at the Client's risk. Any action against Soterian must be brought within one year of the date on this Agreement or it will be forever barred.

F. CLIENT SUPPLIED INFORMATION:

To the extent that Soterian has been provided by, or on behalf of, Client any specifications, description of operating conditions, or other information in connection with the preparation of the goods or services provided pursuant to this Agreement, and the actual operating conditions or other circumstances differ from those provided by Client and relied upon by Soterian, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

G. INDEMNITY:

Client shall indemnify and hold Soterian harmless from loss, damage, liability, or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties, to the extent caused by a negligent act or omission of client or client's subcontractors, agents, or employees, during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. Client shall defend Soterian in accordance with, and to the extent of the above indemnification, provided that client is: 1) promptly notified by Soterian, in writing, of any claims, demands, or suits for such damages or injuries; 2) given all reasonable information and assistance by Soterian; 3) given full control over any resulting negotiation, arbitration, or litigation, including the right to choose counsel and settle claims, or client's obligations herein shall be deemed waived.

H. MISCELLANEOUS PROVISIONS:

Each individual signing this Agreement warrants and represents he/she has full authority to execute this agreement on behalf of the Client, its agents and employees.

In the event any litigation, arbitration, mediation, or other proceeding is initiated by any party against any other party to enforce, interpret, or otherwise obtain judicial relief in connection with this Agreement, the prevailing party in such proceeding shall be entitled to recover from the unsuccessful party all costs, expenses, reasonable attorney's and expert witness fees, relating to or arising out of (a) such proceeding (whether or not such proceeding results in judgment), and (b) any post-judgment or post-award proceeding including, without limitation, one to enforce any judgment or award resulting from any such proceeding.

Client may cancel any order or service only upon reasonable advance written notice and upon payment to Soterian of Soterian's cancellation charges which include, among other things, all costs and expenses incurred, and, to cover commitments made by Soterian and a reasonable profit thereon. Soterian's determination of such cancellation charges shall be conclusive.

This agreement shall be construed in accordance with the laws of the State of Colorado. Any suit brought under this contract must be brought in Colorado state court.

EXECUTION AS OF THIS DAY: August 21, 2018

Downstream Casino Resort ("CLIENT")

By: (Please Print) _____

(Signature) _____

Soterian Systems, LLC: (Print) Nancy Scharlach

(Signature) Nancy Scharlach 08/21/18

Nancy Scharlach – President & Chief Technical Director / Greg Scharlach – VP, Operations

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Gregory R Scharlach

2 Business name/disregarded entity name, if different from above

Soterian Systems, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

823 S. Perry Street Suite 220

6 City, state, and ZIP code

Castle Rock, CO 80104

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 6 - 5 4 9 7 2 9 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

7/12/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



SOTERIAN SYSTEMS

Food Safety Management from Farm to Table

Customer Information

Formal Company Name: _____

DBA Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Company Phone: _____

Main Contact

First Name: _____ Last Name: _____

Email: _____

Work Phone: _____ Mobile Phone: _____

Billing Contact

First Name: _____ Last Name: _____

Email: _____ Phone: _____