

Pawnee Nation of Oklahoma

RESOLUTION #20-25
FEBRUARY 11, 2020

RESOLUTION

- Whereas,** The Pawnee Business Council is the supreme governing body of the Pawnee Nation and is authorized to conduct business on behalf of the Pawnee Nation in accordance with Article IV, Sections 1 and 2 of the Pawnee Nation Constitution and By-Laws; and
- Whereas,** the Pawnee Business Council met in special session on February 11, 2020, at the Pawnee Nation Roam Chief Event Center, duly authorized, with a quorum present; and
- Whereas,** the Pawnee Business Council asserts that it is in the best interest of the Pawnee Nation to hire an attorney to review and represent the Pawnee Nation; and
- Whereas,** the Pawnee Nation wishes to retain the Law Offices of Chad Smith (the "Attorneys") as Special Counsel; and
- Whereas,** the Attorneys have submitted a proposed engagement letter for the consideration of the Pawnee Nation, a copy of which is attached hereto and incorporated by reference herein; and
- Whereas,** the Pawnee Business Council will enter into a contract with said Special Counsel effective this date of approval.

NOW, THEREFORE BE IT RESOLVED the Pawnee Business Council does hereby contracts with, retains, and employs the Attorneys to act as special counsel for and on behalf of the Pawnee Nation.

BE IT FURTHER RESOLVED that the engagement between the Attorneys and the Pawnee Nation shall be effective as of February 11, 2020.

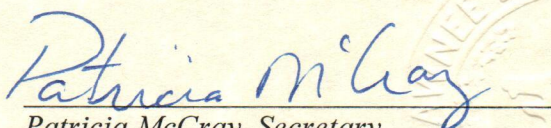
BE IT FURTHER RESOLVED that the Attorneys shall be reimbursed for all necessary and proper expenses incurred in connection with the performance of their duties for the Pawnee Nation as provided in the Engagement Letter.

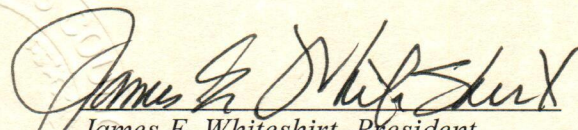
CERTIFICATION

I, Patricia McCray, Secretary of the Pawnee Business Council, certify that a Special Meeting of the Pawnee Business Council was held on the 11th day of February 2020 and that the Pawnee Business Council is composed of eight members, of whom 8 were present, 0 absent, comprising a quorum, and the foregoing resolution was duly adopted by a vote of 6 for, 1 against, 0 abstaining, and 1 not voting.

Signed this 11th day of February 2020

ATTEST:


Patricia McCray, Secretary
Pawnee Nation Business Council


James E. Whiteshirt, President
Pawnee Nation Business Council

Hourly Retainer Agreement

Chad Smith

1212 S. Laguna # 11
Parker, AZ 85344
918.453.9200
chad@chadsmith.com

February 13, 2020

Chad Smith ("Attorney") and Pawnee Nation of Oklahoma, a federally recognized Indian tribe, ("Client") hereby agree that Attorney will provide legal services to Client as Interim Attorney General for a minimum of three (3) months on the terms set forth below.

1. CONDITIONS. This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement, executes a resolution for waiver of sovereign immunity by the Pawnee Business Committee in behalf of the Pawnee Nation of Oklahoma, and pays the initial deposit called for under Paragraph 4.

2. SCOPE OF SERVICES. Client hires Attorney to provide legal services in the following matter: general legal services to the Client within the general scope of Attorney General. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. This Agreement covers litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings. Attorney may engage other attorneys to assist in providing work as indicated in Section 5.

3. CLIENT'S DUTIES. Client agrees to cooperate, to timely keep Attorney informed of any information or developments which may come to Client's attention, to abide by this Agreement, and to pay Attorney's bills on time. Client will assist Attorney in providing information and documents necessary for the representation in the described scope of work. Attorney will take direction and assignments from the President of the Pawnee Business Committee or his designee.

4. DEPOSIT. Client agrees to pay Attorney an initial deposit of \$10,000.

5. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour at Attorney's rates for all time spent on Client's matter by Attorney's legal personnel. Current hourly rates for legal personnel are as follows:

Attorney-	\$250.00 per hour
Associate Attorney-	\$200.00 per hour

The time charged will include the time Attorney(s) spend on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

Attorney will charge at \$100/hour for travel time, both local and out of town, if the meeting or proceeding is more than thirty (30) miles from Tulsa, Oklahoma. Travel expenses including mileage will be charged at current GSA rates.

Client acknowledges Attorney currently resides in Parker, Arizona and that much of the communication with Client, its officers and employees shall be by telephone, conference call or video call. Attorney shall attend such meetings in person as Client deems necessary on two weeks' notice.

Time is charged in minimum units of one tenth (. 1) of an hour.

Client will assign Attorney legal work that requires at least 40 hours per month. If Client does not, client will pay attorney for a minimum of 40 hours per month.

6. COSTS AND OTHER CHARGES.

(a) In general, Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. The costs and expenses commonly include local bar fees, fees fixed by law or assessed by public agencies, long distance telephone charges, messenger and other delivery fees, postage, travel costs including parking, mileage, air and ground transportation, meals and hotel costs, investigation expenses and consultants' fees and other similar items.

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary travel by Attorney's personnel if the destination of the travel is thirty (30) miles outside of Tulsa, Oklahoma or Pawnee, Oklahoma. For example, if Client requires Attorney to attend meetings or hearings in Oklahoma City, Oklahoma or Washington D.C., Client agrees to pay for out of town travel.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges. Attorney will select any consultants or investigators to be hired, and Client will be informed of persons chosen and their charges and have ten (10) days to object otherwise the Client consents to the hiring of consultants or investigators.

7. BILLING STATEMENTS. Attorney will send Client periodic statements for fees and costs incurred. Each statement will be payable within ten (10) days of its mailing date. Client may request a statement at intervals of no less than 30 days. The statements shall include

the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

8. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time after three months. Attorney may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. After services conclude, Attorney will, upon Client's request, deliver Client's file and property in Attorney's possession, whether or not Client has paid for all services.

9. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Attorney shall not be a guarantee. Actual fees may vary from estimates given.

10. WAIVER OF SOVEREIGN IMMUNITY. Client certifies it has authority to enter into this agreement and to waive sovereign immunity. Client certifies that the Pawnee Business Committee President has authority to execute this agreement. This agreement shall become binding when Client enacts a Pawnee Business Committee Resolution approving this Agreement and waiving sovereign immunity.

The Client hereby knowingly and expressly waives all existing and future rights of sovereign immunity, and all other similar immunities, as a defense. Accordingly, the Client hereby consents to the jurisdiction of the Pawnee Nation courts for such actions or proceedings arising from this Agreement. This waiver is irrevocable and applies to the jurisdiction of the Pawnee Nation court, legal process, suit, judgment, attachment in aid of execution of a judgment, attachment prior to judgment, set-off or any other legal process with respect to the enforcement of this Agreement. It is the intention of this Agreement that the Client or any entity acting on the Client's behalf may not assert immunity in an action or proceeding, as discussed herein, concerning the Attorney's rights under this Agreement,

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

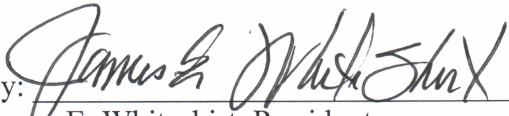
12. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

13. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

14. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing on February 12, 2020.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES.

DATED: 2-13-2020

By: 
James E. Whiteshirt, President
Pawnee Business Council
Pawnee Nation of Oklahoma,
P. O. Box 470,
Pawnee, OK 74058.

DATED: 2/13/2020

LAW OFFICES OF CHAD SMITH

By:



Chad Smith