ADDITIONAL SUPPORTING DOCUMENT

THE ATTACHED DOCUMENT DESCRIBED AS

Sample Resolution
(3 pages)

WAS SUBMITTED DURING THE BOARD OF COUNTY COMMISSIONERS
MEETING HELD ON DECEMBER 5, 2017

UNDER AGENDA ITEM NO. 37

BY Staff

AND IS BEING ADDED TO THE RECORD PURSUANT TO NRS 241
RESOLUTION NO. ____________

A RESOLUTION OF THE CLARK COUNTY COMMISSION ("COUNTY") AUTHORIZING, APPROVING AND DIRECTING THE EMPLOYMENT OF PRIVATE COUNSEL TO REPRESENT THE COUNTY IN THE PURSUIT OF POTENTIAL CLAIMS AGAINST OPIOID MANUFACTURES, DISTRIBUTORS AND THE LIKE.

WHEREAS, the County is experiencing a serious opioid epidemic as a result of the conduct of opioid manufacturers, distributors and the like; and,

WHEREAS, the County desires to retain the law firms of BRADLEY, DRENDEL & JEANNEY and EGLET PRINCE, to pursue any and all claims and represent the County regarding litigation and an anticipated award of damages against the manufacturers, distributors, marketers and/or sellers of opioids within the County.

NOW, THEREFORE, BE IT RESOLVED BY THE CLARK COUNTY COMMISSION AS FOLLOWS:

Section 1. The Clark County Commission, as the governing body of the County of Clark, State of Nevada, hereby authorizes and approves the employment of the law firms BRADLEY, DRENDEL & JEANNEY and EGLET PRINCE, identified in the Retainer Agreement, attached hereto, and incorporated herein as Exhibit "A" (herein referred to as the "Law Firms") to represent the County in claims against all parties responsible for the County’s opioid addiction crisis.

Section 2. The Clark County Commission hereby authorizes and approves, or confirms authorization and approval, of the Retainer Agreement, in the form attached hereto and incorporated herein by reference thereto as Exhibit "A", and directs the County to execute and enter into the Retainer Agreement with the BRADLEY, DRENDEL & JEANNEY and EGLET PRINCE law firms, setting forth the scope of the work to be performed by BRADLEY, DRENDEL & JEANNEY and EGLET PRINCE, including litigation against all contributors to the opioid addiction epidemic within the County and the terms and conditions of the employment of the BRADLEY, DRENDEL & JEANNEY and EGLET PRINCE law firms. The Retainer Agreement may be amended, after approval of this Resolution, without further action of the County Commission, whose signature on the Retainer Agreement shall be evidence of such approval.

Section 3. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 4. This Resolution shall be in full force and effect from and after its adoption as provided by law.

[Signatures for Resolution appear on the following page]
This Resolution was introduced, seconded and adopted at a duly convened meeting of the Clark County Commission, held on _________________, 2017.

__________________________
Clark County Commission

ATTEST:

__________________________
County Clerk

__________________________
District Attorney

CERTIFICATE

I, the undersigned, do hereby certify that I am duly qualified and acting Clerk of the Clark County Commission; that the foregoing is a true and complete copy of a certain Resolution duly adopted by the ______ County Commission, at a duly convened meeting properly held on _________________, 2017; that said Resolution appears as a matter of public record in the official records of the County Commission; that said Resolution appears as a matter of public records in the official records of the County Commission; that said meeting was duly held in accordance with all applicable requirements of Nevada law and County Ordinances; that said Resolution has not been amended, modified, revoked or repealed; and that same is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature this _________________, 2017.

__________________________
County Clerk

Signature Page for Clark County Commission, Nevada Resolution
OPPIOID RETAINER AGREEMENT (CONTINGENCY FEE)

The Clark County Commission, by and through it Commissioners ("Client"), hereby retain Bradley, Drendel & Jeanney and Eglet Prince ("the Firms") to pursue any and all civil claims against the manufacturers, distributors, marketers, sellers and/or any other party or entity that in any way caused or contributed to the Nevada opioid epidemic, and to pursue any and all available remedies and damages related thereto ("the Claim").

ATTORNEYS’ FEE shall be Twenty-Five Percent (25%) of all amounts recovered for the Claim by virtue of settlement, judgment or award.

The Client acknowledges and agrees that the attorneys’ fee rate set forth herein is not set by law, but is negotiable between the Parties. The Client further acknowledges and agrees that the attorneys’ fees contemplated herein are reasonable given (1) the extensive time and resources required to properly litigate the claims contemplated herein, (2) the complexity of the legal issues presented, (3) the experience and reputation of the Firms, and (4) that any payment of attorneys’ fees is contingent upon a successful recovery.

COSTS advanced by the Firms are expenses necessary to prosecute the Claim and are to be deducted from the Recovery after Attorneys’ Fee. In the event there is no Recovery, the Firm shall receive no reimbursement for costs. Client specifically grants the Firms authority to make all decisions regarding incurring costs which the Firms, in their best judgment, believes will benefit Client’s case. Costs include, but are not limited to, fees and expenses for: photocopies; long distance telephone; facsimile; postage; overnight mail; photography and video; messenger; power point or computer presentation; computer legal research; internet data access; investigation; evidence storage; filing; service of process; bond(s); records; outside legal research and writing; travel; arbitration; mediation; jury fees; sanctions; outsourced exhibit preparation; mock trial and/or jury sampling; expert witnesses; expert and non-expert consultants which include, but are not limited to, medical, nursing, economists, accountants, vocational rehabilitation, product defects, security, safety, engineering, mechanics, construction, jury consultants, and overtime of firm staff. Costs will include a minimum charge of Two Hundred fifty dollars ($250.00) as reimbursement for general office expenses such as photocopies (less than 100 copies), long distance, facsimile and postage. Client understands that depending upon the value and/or complexity of the case, Costs can, and often do, total hundreds of thousand of dollars, and on occasion can exceed $1,000,000.00. Client acknowledges and agrees that the Firms may borrow funds from time to time to pay certain costs referred to above and agrees that, in addition to reimbursing the Firms for the amount of such costs, client also will reimburse the Firms for any interest charges and related expenses the Firm incurs in connection with such borrowing.

OTHER COUNSEL within the Firm, or outside counsel, may be associated or employed at the Firms’ discretion and expense to prosecute the Claim. Client acknowledges and agrees that there may be a division of the Attorneys’ fee between the Firms and referring counsel, in accordance with Nevada Rules of Professional Conduct.

GUARANTEES concerning success, value, or time to conclude the Claim cannot be made. In the event of an unsuccessful lawsuit, Client may be liable for opposing party’s attorney’s fees and will be liable for opposing party’s costs as required by law, although the Firms see such as a minimal risk given the nature of the contemplated litigation.

SETTLEMENT of the Claim will not be made without Client’s consent. Client agrees, at the Firms’ discretion, to a jury or bench trial, alternative dispute resolution, such as mediation, to facilitate a timely resolution of the Claim.

VALID CLAIM. Client understands that a suit brought solely to harass or to coerce a settlement may result in liability for malicious prosecution or abuse of process.

Dated this day of , 20

BRADLEY, DRENDEL & JEANNEY
CLIENT

EGLET PRINCE