

RESOLUTION

No. 2017 / 01 / 01

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 24th day of July, 2017.

**RESOLUTION IN REF: AUTHORIZATION TO ALLOW JESSEE AND JESSEE, ATTORNEYS AT LAW, TO INSTITUTE A LAWSUIT AGAINST DISTRIBUTORS AND ANY OTHERS AS DEEMED NECESSARY, OF OPIOID DRUGS OR NARCOTICS**

WHEREAS, an opioid epidemic has existed and presently exists in Hawkins County, Tennessee as a result of the abuse and overtaking of these medications; and

WHEREAS, this epidemic constitutes a hazard to the public health and safety of the citizens of Hawkins County, Tennessee and thus becomes a public nuisance; and

WHEREAS, the Hawkins County Board of Commissioners asserts that the County has suffered damages as result of the opioid abuse through hospital and medical costs, harm and injury to its citizens, and curtailment of employment thereby affecting the health and safety adversely of many of its citizens; and

WHEREAS, the Public Safety Committee is recommending this resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Hawkins County Board of Commissioners hereby does authorize the Law Firm of Jessee and Jessee, Attorneys at Law, to institute legal action against the distributors of the opioid drug for the purpose of seeking damages which Hawkins County, Tennessee has and will suffer as setout aforesaid. This authorization is contingent upon the agreement to and execution of an "Authority to Represent" by the Law Firm of Jessee and Jessee and the County Mayor which shall include, inter alia, that Jessee and Jessee shall be solely responsible for any and all expenses, discretionary expenses if same is awarded by the court to the Defendants, and any damages to Hawkins County, Tennessee resulting from any counter-suits. Further, the commission agrees that the Law Firm of Jessee and Jessee shall have a contingent fee of 30% of any amounts collected and reimbursement of their expenses. There is no fee in the event there is no award of damages.

Introduced By Esq. Bob Palmer, Chrmn Public Safety Comm

ACTION: AYE NAY PASSED

Seconded By Esq. \_

Roll Call \_\_\_\_\_

Date Submitted 7-10-17

Voice Vote \_\_\_\_\_

County Clerk

*Nancy H. Davis*

Absent \_\_\_\_\_

COMMITTEE ACTION

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

Chairman

*Melville Bailey*

\_\_\_\_\_  
\_\_\_\_\_

RESOLUTION

No. 2017/ 07 / 02

To the HONORABLE MELVILLE BAILEY, Chairman, and Members of the Hawkins County Board of Commission in Regular Session, met this 24th day of July, 2017.

RESOLUTION IN REF: APPROVAL OF THE (NCPA) NATIONAL COOPERATIVE PURCHASING ALLIANCE AGREEMENT

WHEREAS, the (NCPA) National Cooperative Purchasing Alliance which is a leading national purchasing cooperative that was created to reduce the costs of goods or services to local governments by aggregating the purchasing power of public agencies nationwide: and

WHEREAS, the county desired to save on the costs of goods and services for the citizens of the county: and

WHEREAS, the county is authorized under T.C.A. 12-09-103,104 to participate in the purchasing alliance by approving the master agreement of the purchasing cooperative.

NOW, THEREFORE BE IT RESOLVED by the Board Of Commissioners of Hawkins County, Tennessee, meeting in Rogersville, Tennessee, in Regular Session on the 24th day of July, 2017 that the (NCPA) NATIONAL COOPERATIVE PURCHASING ALLIANCE AGREEMENT attached hereto is approved.

Introduced By Esq. Stacy Vaughan

Seconded By Esq. \_\_\_\_\_

Date Submitted 7-10-17

Nancy L. Lewis  
County Clerk

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

Chairman Melville Bailey

ACTION: AYE NAY PASSED

Roll Call \_\_\_\_\_

Voice Vote \_\_\_\_\_

Absent \_\_\_\_\_

COMMITTEE ACTION

\_\_\_\_\_  
\_\_\_\_\_



National Cooperative Purchasing Alliance

# Master Intergovernmental Cooperative Purchasing Agreement

This agreement is made between a government agency that executes a Lead Agency Certificate ("Lead Agency") to be appended and made a part hereof and other public agencies ("Participating Public Agencies") that register electronically with National Cooperative Purchasing Alliance ("NCPA") or otherwise execute a Participating Public Agency Certificate to be appended and made a part hereof.

## Recitals

**WHEREAS**, after a competitive solicitation and selection process by Lead Agency, in compliance with their own policies, procedures, rules and regulations, a number of Vendors have entered into Master Agreements to provide a variety of goods, products and services based on national volumes (herein "Products");

**WHEREAS**, Master Agreements are made available by Lead Agency through NCPA and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

**NOW, THEREFORE**, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products.
2. That the procurement of Products subject to this agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of bids obtained by a party to this agreement shall be in accordance with the terms and conditions of the bid, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the procurement of products by the Participating Public Agencies.
5. That a procuring party will make timely payments to the Vendor for Products received in accordance with the terms and conditions of the procurement. Payment for Products and inspections and acceptance of Products ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.
6. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The procuring party shall be responsible for the ordering of Products under this agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring party harmless from any liability that may arise from action or inaction of the procuring party.
8. This agreement shall remain in effect until termination by a party giving 30 days written notice to the other party. The provisions of paragraphs 5, 6 and 7 hereof shall survive any such termination.
9. This agreement shall take effect after execution of the Lead Agency Certificate or Participating Public Agency Registration, as applicable.

