

F. Rochester

James Sinclair

From: James Sinclair
Sent: Tuesday, November 5, 2019 5:02 PM
To: Bill Riggs
Subject: RE: Interlocal Contract for Cooperative Purchasing

Bill:

I believe the legal test would be governed by Section 4 of the Illinois Fire Protection District Act (70 ILCS 705/4) and it would be whether the Chief (who would be considered an employee of the District for purposes of Section 4) would be "directly or indirectly interested financially in...the sale of any article, the expense, price or consideration of which is paid by the district" in the purchase of the Ferrara truck through the purchasing program. That is something which, in turn, would depend on how the particular purchasing program the district uses is structured between the manufacturers in the program and their dealers in a particular area. If, when a program purchase is made by a buyer, the dealer who serves the buyer's geographic area receives no part of the purchase price (directly or indirectly) and only the manufacturer is paid and receives the full benefit of the transaction with the dealer taking nothing, the purchase might not be prohibited by Section 4. But if there is any financial benefit at all which goes back to the dealer (even though the sale was made via the program), Section 4 would prohibit it. It would be the Chief's responsibility to show, to the satisfaction of the District, that Section 4 is not violated. For its part, the Board would want to have clear proof that there is no violation of Section 4 by the transaction. (A violation, by the way, is a Class 4 Felony and would also result in a forfeiture of the Chief's position.)

Beyond the legal issues noted above, however, the District does need to consider the "optics" of a purchase of a truck brand for which the Chief's company serves as a dealer. Even if Section 4 is not violated, social media may make this look like an inappropriate transaction in which the District favored the Chief and no matter what is said to refute this, the damage will be done. In today's world, these kinds of transactions, even if legal, can create significant problems.

Let me know if you need or want more on this at this time.

Jim

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500 Bond St., Alton, IL 62002-6122, Tel#(618) 465-6978; Fax# (618) 465-7022
email: jsinclair@sslalaw.com

From: Bill Riggs <billr1213@yahoo.com>
Sent: Tuesday, November 5, 2019 12:23 PM
To: James Sinclair <jsinclair@sslalaw.com>
Subject: Fwd: Interlocal Contract for Cooperative Purchasing

Per your request, here is the HGAC contract to be reviewed. It then needs signed, scanned and sent to HGAC.

Matt

----- Forwarded Message -----

From: "noreply@h-gac.com" <noreply@h-gac.com>

To: "mattsun7525@yahoo.com" <mattsun7525@yahoo.com>

Cc: "cpcontractfax@h-gac.com" <cpcontractfax@h-gac.com>;
"mvs@h-gac.com" <mvs@h-gac.com>

Sent: Thursday, October 17, 2019, 05:53:54 PM CDT

Subject: Interlocal Contract for Cooperative Purchasing

Thank you for completing the Interlocal Contract for Cooperative Purchasing.

Attached you will find a PDF file that you will need to save/print.

Secure a signature by the individual identified as your agency's Authorized Official to contractually bind your entity.

Scan and email a copy of the contract to H-GAC at cpcontractfax@h-gac.com, or fax it to 713-993-2424. The contract may also be mailed to H-GAC Cooperative Purchasing Program, PO Box 22777, Houston, TX 77227-2777.

Once received, H-GAC will execute the contract and return a copy to you electronically.

- The district has the obligation to pay for an apparatus ordered through HGAC even though the district might decide to cancel its participation in HGAC after an order has been placed.

Let me know if you have any questions on the foregoing or the document you sent.

Thanks.

Jim

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email: jsinclair@sslalaw.com

From: Bill <billr1213@yahoo.com>

Sent: Friday, October 18, 2019 5:23 PM

To: James Sinclair <jsinclair@sslalaw.com>

Subject: Fwd: Interlocal Contract for Cooperative Purchasing

Good afternoon Jim. Attached you will see emails from one of our captains, Matt , and the chief, John Archer, along with the documents from the group purchasing agency. I'll await your thoughts before proceeding.

Bill

Sent from my iPad

Begin forwarded message:

From: John Archer <john.archer@rochesterfirerescue.org>

Date: October 18, 2019 at 5:51:10 AM CDT

To: Bill <billr1213@yahoo.com>

Subject: Fwd: Fw: Interlocal Contract for Cooperative Purchasing

Bill:

Here is the email and document from Matt Sunderland, regarding the HGAC purchasing group.

Let me know if you have questions.

Thanks

John