

Memo

To: Richard Nahrstadt, Village Manager
From: Charles J. Wernick, Chief of Police
Date: October 22, 2009
Re: Disposal of Surplus Police Department Duty Weapons

Attached for your review is a draft ordinance requesting Board approval for the disposal/transfer of old Police Department duty weapons.

In February 2009, the Board approved the replacement of the 17 year old duty weapons carried by sworn members of the Police Department. New Beretta PX Storm weapons were received and training has been completed on proper usage.

The old duty weapons will be disposed of by transferring the weapons to the sworn members of the Police Department for their personal use, should they wish to retain them, or disposed of through the Northern Illinois Police Crime Lab. Each Police Department member who wishes to keep their old duty weapon will be required to complete Federal Firearms License transfer paperwork and sign an agreement releasing and indemnifying the Village from any claims that may arise as a result of this transfer.

Legal has reviewed the draft ordinance.

I would like to place this on the October 27, 2009 Regular Board meeting agenda and will be present at that meeting should there be any questions.

Charles J. Wernick
Chief of Police

ORDINANCE NO. 09-

BE IT ORDAINED by the President and Board of Trustees of the Village of Northbrook, County of Cook and State of Illinois THAT:

AN ORDINANCE PROVIDING FOR DISPOSAL OF
SURPLUS POLICE DEPARTMENT DUTY WEAPONS

be and is hereby adopted as follows:

Section 1. BACKGROUND.

The members of the Northbrook Police Department ("**Department**") currently carry the Beretta Centurion 92FS duty weapon ("**Duty Weapons**"). The Duty Weapons were purchased in 1992 and are 17 years old. The manufacturer's recommended duration of use is 15 years. On February 10, 2009, the President and the Board of Trustees adopted Resolution No. 09-R-20, approving the purchase of 70 Beretta PX Storm weapons to replace the Duty Weapons. The new weapons have been delivered and the members of the Department are being trained on their use.

The Duty Weapons will be disposed of by transferring the weapons to the members of the Department who currently carry them. If a member does not wish to obtain his or her Duty Weapon for personal use, it will be disposed of through the Northern Illinois Police Crime Lab ("**NIPCL**").

Federal law requires that transfers of firearms be processed by a holder of a Federal Firearms License ("**FFL**"). Department staff recommends that the Village enter into an agreement with Carl J. Olomon, an FFL holder ("**Dealer**"), to process the transfers of the Duty Weapons to the Department's members ("**Dealer Agreement**"). Department staff also recommends that each member of the Department desiring to obtain his or her Duty Weapon be required to sign an agreement releasing and indemnifying the Village from any claims that may arise as a result of transferring the Duty Weapon to the member ("**Transfer Agreement**").

Section 2. DETERMINATION OF SURPLUS PROPERTY.

Pursuant to the Home Rule powers of the Village of Northbrook and the Illinois Municipal Code, 65 ILCS 5/11-76-4, the President and Board of Trustees do hereby determine that the following described personal property is no longer necessary or useful to the Village, and the best interests of the Village would be served by disposal of same:

[70 (Seventy)] Beretta Centurion 92FS duty weapons.

Section 3. DISPOSAL OF SURPLUS PROPERTY.

A. The President and Board of Trustees do hereby authorize the transfer of the Duty Weapons, as surplus property, to members of the Department who currently carry the Duty Weapons.

B. All remaining Duty Weapons included in Section 2 not transferred in the manner described in Subsection 3.A shall be disposed of through the Northern Illinois Police Crime Lab.

Section 4. APPROVAL AND EXECUTION OF DEALER AGREEMENT.

A. The Dealer Agreement shall be, and is hereby, approved in a form acceptable to the Village Manager.

B. The Village Manager and the Village Clerk shall be, and are hereby, authorized and directed to execute and seal, on behalf of the Village, the Dealer Agreement executed by the Dealer; provided, however, that if two executed copies of the Dealer Agreement are not received by the Village Clerk within 60 days after the date of adoption of this Resolution, then this authority to execute and seal shall, at the option of the President and Board of Trustees, be null and void.

Section 5. TRANSFER AGREEMENT.

Prior to obtaining his or her Duty Weapon, each member of the Department shall be required to execute a Transfer Agreement in substantially the form attached to this Ordinance as *Exhibit A*.

Section 5. EFFECTIVE DATE.

This Ordinance shall be in full force and effect from and after its passage by a majority vote of the corporate authorities currently holding office and publication in form as provided by law.

PASSED: This ____ day of October, 2009.

AYES: ()

NAYS: ()

ABSENT: ()

ABSTAIN: ()

ATTEST:

Village President

Village Clerk

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EXHIBIT A

TRANSFER AGREEMENT

TRANSFER OF DUTY WEAPON AGREEMENT

The undersigned, in consideration of the transfer of ownership and possession of the surplus Beretta Police Service Duty Pistol, Model _____, Serial Number _____ ("**Weapon**") and a safety lock mechanism ("**Lock**") to me, by the Village of Northbrook ("**Village**") on _____, 2009, does hereby agree to the following terms and conditions:

1. I acknowledge that the Weapon and the Lock are being transferred to me in an "as-is" condition and that the Village makes no representation or warranty as to the Weapon's or Lock's quality, condition, functionality or suitability for a specific purpose.

2. I agree to pay the cost for any and all expenses associated with the transfer of ownership of the Weapon and the Lock from the Village to me.

3. I agree to, and do hereby assume full risk and responsibility for any injuries, including death and all costs, damages, and losses that I or any other person or entity may sustain as a result of my acceptance, ownership, possession, or use of the Weapon or the Lock.

4. I agree to, and do hereby waive, release and relinquish all claims of every kind, known and unknown, present or future, that I may have against the Village and its officers, agents, servants, attorneys, and employees, arising out of, connected with, or in any way related to, my acceptance, possession, ownership, or use of the Weapon or the Lock.

5. I agree to, and do hereby indemnify, hold harmless, and defend the Village and its officers, agents, servants, attorneys, and employees from and against any and all claims of every kind, known and unknown, present and future, that any person or entity may have arising out of, connected with, or in any way related to, my acceptance, possession, ownership, or use of the Weapon or the Lock.

6. I hereby agree not to transfer, sell, gift, or otherwise relinquish the Weapon to any other person or entity for three (3) years after the date of this Agreement. If I choose to relinquish the Weapon for any reason during this three year period, I agree to promptly return the Weapon to the Village of Northbrook Police Department for disposal. I acknowledge that if I return the Weapon to the Village of Northbrook Police Department for any reason, I will not be entitled to or receive any compensation or remuneration in exchange for the Weapon.

7. I acknowledge that I have received, read and understand Northbrook Police Department Standards of Conduct Manual ("**Manual**") and do hereby agree to comply with Section IX, and in particular, but without limitation, Paragraphs A through D of the Manual, and I acknowledge that I have received the Lock from the Village for the purpose of properly secure the Weapon in compliance with the standards set forth in the Manual.

IN WITNESS WHEREOF, this agreement is executed on this

_____ day of _____, 2009

Signature

Printed Name

ORDINANCE NO. 09-

AN ORDINANCE PROVIDING FOR DISPOSAL OF
SURPLUS POLICE DEPARTMENT DUTY WEAPONS

Passed by the Board of Trustees, _____, ____, 2009

Printed and Published, _____, ____, 2009

Printed and Published in Pamphlet Form
by the Authority of the
President and Board of Trustees

VILLAGE OF NORTHBROOK
COOK COUNTY, ILLINOIS

I hereby certify that this document
was hereby published on the date
stated above.

Village Clerk