

COUNCIL BILL NO. 2023-048

A RESOLUTION
APPROVING AN AGREEMENT
FOR PRIVATE SECURITY SERVICES
(Champaign Police Department – AGB Investigative Services, Inc.)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHAMPAIGN,
ILLINOIS, as follows:

Section 1. That the agreement attached hereto between AGB Investigative Services, Inc., and the City for private security services in an amount not to exceed \$329,587 for the period of May 25, 2023, through January 1, 2024, is hereby approved.

Section 2. That the City Manager or the City Manager’s designee is hereby authorized to enter into an agreement on behalf of the City for private security services in substantially the same form as approved in Section 1.

COUNCIL BILL NO. 2023-048

PASSED:

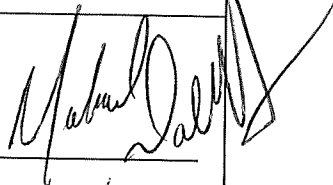
APPROVED: _____
Mayor

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

CONTRACT FOR PROFESSIONAL OR CONSULTING SERVICES

Services Requested: Private Security Services for the Downtown Area	
Date of Contract: _____	
CITY: _____ BY: _____ <p align="center">City Manager</p> ATTEST: _____ <p align="center">City Clerk</p> COUNCIL BILL #: _____ DATE APPROVED BY COUNCIL: _____	SERVICE PROVIDER: AGB Investigative Services, Inc. BY: <u>Michael Dale</u>  Printed Name: _____ Print Title: <u>Business Development</u> <p align="center"><u>MANAGER</u></p> ATTEST: _____ Title: _____
Department: _____	Contact: _____
APPROVED AS TO FORM: _____	
Assistant City Attorney,	

CONDITIONS

1. Scope of Services. The Service Provider shall perform the work described in the Proposal dated April 4, 2022, ("Proposal") and captured in the Scope of Work attached hereto and incorporated herein as Exhibit A to the Addendum to this Contract ("Scope of Work"). Should there be any direct conflicts between the Proposal and the Scope of Work, the Scope of Work shall prevail.
2. Contract Documents. In addition to this document, the "Contract" shall include:
 - A. The Invitation to Bid or Request for Proposals, Quotes, or Qualifications and any addenda;
 - B. Specifications and any addenda;
 - C. Disclosure Affidavit;
 - D. Dual Representation Affidavit; **NOT APPLICABLE TO THIS CONTRACT**
 - E. Affirmative Action Certificate or Certificate from the Equity and Engagement Department, (217-403-8830); **APPLICABLE TO THIS CONTRACT**
 - F. CDAP Utilization/Good Faith Efforts Form; **APPLICABLE TO THIS CONTRACT**
 - G. Completed Bid or Proposal Form;
 - H. Insurance forms (See Section 6);
 - I. Vendor's bid, proposal, scope of work, or quote to the extent not inconsistent with all other Contract Documents;
 - J. Validly executed change orders.
 - K. Addendum to Contract for Professional or Consulting Services attached hereto and incorporated herein.

In case of conflict, the more specific shall control over the more general.

3. Payment. The Service Provider shall be compensated at the rate(s) set forth in the Addendum and attached hereto and incorporated herein with a total not-to-exceed amount of Three Hundred Twenty-Nine Thousand Five Hundred Eighty-Seven Dollars (\$329,587.00). Payment shall be due

in the manner checked below:

A. Single Payment. Payment for services rendered shall be due to the Service Provider only after receipt by the City of an itemized statement at the end of performance by the Service Provider. Such statement shall describe the services rendered and shall reference the date of such services, person performing the service and fee for each time service is rendered and each type of service rendered under this Agreement. The amount of such statement shall not exceed the not-to-exceed amount set forth above. The City shall render payment within sixty (60) days following receipt of a statement of itemization of the services actually, timely and satisfactorily performed. The Service Provider waives, to the extent allowed by law, the provisions of the Local Government Prompt Payment Act.

B. Periodic Payments. Payment for the portion of services rendered shall be due to the Service Provider upon the completion of service and the tendering of an itemized statement bi-weekly by the Service Provider to the City. The City shall review the itemized statement within seven (7) days of receipt of the same and either approve the statement or notify the Service Provider of its objections to the itemized statement. Said approval shall not be unreasonably withheld or delayed. Should the City dispute any amounts on the itemized statement, the City shall notify Service Provider of the disputed amounts in writing within seven (7) days of receipt of said invoice. Notice shall be sent via email to Service Provider at arba.houlden@agbinvestigative.com. The Parties will work together in good faith to promptly resolve any disputes. If approved or if the City fails to notify Service Provider of disputes within the seven (7) days, the City shall render payment within thirty (30) days following such approval of the itemized statement for services. Such statement shall describe the services rendered and shall reference the date of such services, person performing the service and fee for each time service is rendered and each type of service rendered under this Agreement. The total amount charged shall not exceed the not-to-exceed amount set forth above.

4. Personal Services. The parties, as the basis of this Agreement, agree that the Service Provider will provide a supervisor as a representative of the Service Provider, and that supervisor shall personally perform or directly supervise the Service Provider's performance hereunder.
5. Time of Performance. The Service Provider shall devote such time, personnel and resources to the completion of the services provided for herein so as to complete the work as required by the Scope of Work. Time is of the essence of this Agreement.
6. Insurance. During the term of this Agreement, at its own cost and expense, the Service Provider shall maintain in full force and effect insurance policies as enumerated herein. All policies, except policies for professional liability, shall be written on an occurrence basis. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A- VIII or better in the latest Best's Key Rating Guide. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form. **The City of Champaign and its officers and employees shall be named as an additional insured party on the general liability policy and any umbrella policies if applicable and included as an additional insured on the automobile liability policy. The City's interest as an additional insured party shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.** Professional liability shall be written on a form reasonably satisfactory to the City. Prior to execution of this Agreement, the Service Provider shall provide the City with a copy of the Professional Liability policy for approval, said approval shall not unreasonably be withheld. In addition, the Service Provider shall provide the City with certificates of insurance showing evidence the insurance policies noted below are in full force and effect and giving the City at least thirty (30) days written notice prior to any change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be ten (10) days. Any renewal certificates of insurance shall be automatically provided to the City at least thirty (30) days prior to policy expiration.
 - A. **Workers' Compensation:**
 - Coverage A: Statutory Limits
 - Coverage B: \$100,000 per accident or disease, per employee

- B. **General Liability:** Combined single limits of at least One Million Dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:
 - 1. Products and completed operations coverage.
 - 2. Contractor's Protective coverage.
 - 3. Personal Injury Liability coverage.
- C. **Automobile Liability:** Combined single limits of at least One Million Dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
- D. **Professional Liability:** A professional liability errors and omissions policy with limits of at least One Million Dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this Agreement. In addition, the policy term must extend one year beyond completion date of this Agreement.
- E. **Errors and Omissions:** If the Service Provider provides services to the City that are of a nature that professional liability insurance is not commercially available, s/he shall provide evidence of errors and omissions insurance with limits of at least One Million Dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this Agreement. In addition, the policy term must extend one year beyond completion date of this Agreement.
- F. **Umbrella Liability** policies may be used to satisfy the limits named above.

If a **self-insured** retention or deductible is maintained on any of the policies, the amount of the self-insured retention or deductible shall be approved by the City. Such approval shall not be unreasonably withheld.

- 7. Indemnity/Hold Harmless. To the fullest extent allowed by law, each Party shall indemnify and save harmless the other Party and the other Party's owners, shareholders, members, trustees, directors, officers, managers, employees, contractors, agents , and other representatives (each, an "Indemnified Party") against any and all damages to property or injuries to or death of any person or persons and shall defend, indemnify and save harmless an Indemnified Party from any and all claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, and including the cost of defending same including reasonable costs, expenses and attorneys' fees, that an Indemnified Party incurs: (a) related to this Agreement or the Services; and (b) because of the indemnifying Party's gross negligence or willful misconduct.

Except as to Service Provider gross negligence or willful misconduct, the Service Provider's liability shall be limited to the insurance coverage specified in these General Conditions. Service Provider shall procure and maintain at the Service Provider's own cost and expense, any additional kinds and amounts of insurance that, in the Service Provider's own judgment, may be necessary for the Service Provider's property protection in the prosecution of the work.

8. Termination and Suspension.

A. This Agreement shall continue in full force and effect until the end of the Agreement term as stated in the Addendum to this Agreement unless it is terminated at an earlier date by either party, as outlined below.

B. The Parties may terminate this Agreement with cause by giving no less than fourteen (14) calendar days' written notice of the intent to terminate this Agreement except as set forth in paragraph 9(c) below. The Parties may terminate this Agreement without cause by giving no less than 30 days' written notice of the intent to terminate this Agreement. All notices, requests, claims, demands, waivers, and other such communications hereunder shall be in writing and shall be deemed given: (a) when delivered by hand; (b) when delivered by registered or certified U.S. Mail, return receipt requested and postage prepaid (as evidenced by "green card" receipt or tracking confirmation); or (c) when delivered by nationally recognized courier (as evidenced by tracking confirmation) at the addresses listed in paragraph 17 below.

C. In the event that any of the provisions of this Agreement are violated by the Service Provider or the City, the aggrieved party may serve written notice upon the other of the intention to terminate this Agreement, such notice to contain the reasons for such intention. Unless within five (5) calendar days after the serving of such notice upon such party, the violations shall cease and satisfactory arrangements for correction be made, the Contract shall upon expiration of said five (5) calendar days cease and terminate. Service Provider may terminate the Agreement without notice if undisputed amounts are owed more than 30 days after due date.

D. In the event of termination, the Service Provider shall be paid by the City for all services performed which were actually, timely and faithfully rendered up to the receipt of the notice of termination, and thereafter, upon the express written direction of the City, until the date of termination.

- E. Each Party shall be responsible for all reasonable costs incurred by the other Party to enforce any provision of this Agreement and/or to remedy any Party default or breach of this Agreement, including all court costs and reasonable attorneys' fees.
9. Confidentiality. The Parties shall hold confidential the business and technical information obtained or generated in performance of services under this Agreement, and as identified in writing by the Parties as confidential, subject to disclosure as required by State or Federal law.
10. Nature of Service Provider's Relationship with City. The Service Provider will be acting as an independent contractor and not as an employee of the City. This is a personal service contract, and the work shall be performed to the satisfaction of the City, as it shall in its sole discretion determine. The City's evaluation of the Service Provider's work will not be in an unreasonable manner.
11. Successors and Assigns. The City and Service Provider each bind the other and their respective successors and assigns, in all respects, to all of the terms, conditions, covenants and provisions of this Agreement, and any assignment or transfer by either Party of its interest in this Agreement without the written consent of the other Party shall be void.
12. Compliance with Law. Both Parties shall comply with any and all applicable Federal, State and local laws as the same exist and may be amended from time to time. This Agreement shall be governed by the laws of the State of Illinois. In compliance, in part with this requirement, Service Provider agrees to complete and maintain on file with the City a current Disclosure Affidavit, attached to this Agreement.
13. Dual Representation Affidavit. If applicable, the Service Provider agrees to comply with the City's Dual Representation Policies and fill out the attached affidavit, attached to this Agreement. This section is not applicable to this Agreement.
14. Judicial Order to Terminate. Should any court of competent jurisdiction find that this Agreement is invalid, this Agreement shall terminate, and the Service Provider shall seek no damages from the City for the same. However, Service Provider shall be paid for services provided up to the date of termination in accordance with Paragraph 3 (B) above.

15. Should any court of competent jurisdiction determine that a certain section or provision of this Agreement is invalid, the remaining portions of this Agreement remain in effect.
16. Use of City's Name. The Service Provider may, after the completion of the Agreement, publish the fact and nature of this engagement without further permission of the City. The Service Provider may not use the City's name in any advertisements without prior written permission from the City Manager.
17. Notices. Notice given hereunder shall be given to:

The City
City Manager
City of Champaign
102 North Neil Street
Champaign, IL 61820

Service Provider
AGB Investigative Services, Incorporated
Attn: John H. Griffin, Jr.
7545 South Western Avenue
Chicago, IL 60620

And a copy to (not to count as proper notice):

Chief of Police
Champaign Police Department
82 E. University St.
Champaign, IL 61820

Albee Law PC
Attn: John W. Albee
1200 Shermer Rd.
Suite 430
Northbrook, IL 60062

18. Amendments. This Agreement may be amended only by written agreement signed by both the Service Provider and the City.
19. Survival of Provisions. Any terms of this Agreement that by their nature extend after the end of the Agreement, whether by way of expiration or termination, will remain in effect until fulfilled.
20. Addendum. Attached hereto is the Addendum. If there are any direct conflicts between this Agreement and the Addendum, this Agreement controls and governs any such conflict. If this Agreement is silent on a provision and the provision is addressed in the Addendum, then the Addendum controls and governs said provisions.
21. Human Rights Guarantee Provision and Good Faith Efforts to Achieve Diversity.
- A. For the purposes of this provision, 'contracting entity' means the legal entity that has signed a Contract to provide services or perform work or to provide personal property or a combination thereof to or on behalf of the City. The words used herein and the requirements shall be interpreted or have the meaning ascribed to them in the City's Equal Opportunity in Purchasing Ordinance. (See Article IV of Chapter 12.5 of the Champaign Municipal Code, 1985, as amended.)
- (1) Non-Discrimination Pledge. The contracting entity shall not discriminate against any employee during the course of employment or applicant for employment

- because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The contracting entity shall take good faith affirmative action in accordance with its affirmative action plan which has been submitted to and approved by the City, if a plan is required.
- (2) Notices. The contracting entity shall post notices regarding non-discrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the Non-Discrimination Pledge; however, the contracting entity may post other notices of similar character supplied by another governmental agency in lieu of the City's notice.
- (3) Solicitation and Ads for Employment. The contracting entity shall, in all solicitations and advertisements for employees placed by or on behalf of the contracting entity, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. An advertisement in a publication may state 'This is an Equal Opportunity Employer', which statement shall meet the requirements of this Section.
- (4) Employment Relations. The contracting entity shall have sent within six (6) months prior to entering into a City contract or shall send prior to the effective date of the contract to each labor union, employment service agency, or representative of workers with which the contracting entity has a collective bargaining agreement or other contract or understanding, a notice as set forth in Section 2 advising the labor union, worker representative, employment service agency of the contracting entity's commitment under the Non-Discrimination Pledge.
- (5) Access to Books. The contracting entity shall permit access to all books, records and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this Provision.
- (6) Reports. The contracting entity shall, if requested, provide periodic compliance reports to the City Manager. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this Provision entitled "Human Rights Guarantees".
- (7) Remedies. In the event that any contracting entity fails to comply with the Non-Discrimination Pledge, affirmative action provisions of the above subsections, or fails to comply with or make good faith efforts to comply with affirmative action plan or any provision of City, State or Federal law relating to human rights, after the City has provided written notice to the contracting entity with an opportunity to speak to the City Manager or the City Manager's designee relative to such failure to comply, then the City, at its option, may declare the contracting entity to be in default of this agreement and take, without election, any or all of the following actions:
- (i) Cancel, terminate or suspend the contract in whole or in part;
 - (ii) Declare the contracting entity ineligible for further contracts for a calendar year;
 - (iii) Recover from the contracting entity by set-off against the unpaid portion of the Contract Price, or otherwise recover money due to the contracting

entity pursuant to the contract, the sum of Fifty Dollars (\$50.00) per day, as liquidated damages and not as a penalty, for each day after the date of the notice that the contracting entity shall fail to comply with these provisions of the contract, as determined by the City Manager, the said sum being fixed and agreed upon by and between the contracting entity and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the City would sustain in the event of such breach of contract, and said amount is agreed to be the amount of monetary damages which the City would sustain;

- (iv) Seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

B. In addition to the above requirements, all contracting entities performing City of Champaign contracts are required, in order to be considered a responsive bidder and throughout the duration of the contract, to demonstrate good faith efforts to meet utilization and workforce participation goals on City contracts. Utilization goals refer to the percentage of work performed by MBE ("Minority Business Enterprise") or WBE ("Woman Business Enterprise") subcontractors on the project. Workforce participation goals refer to the percentage of minority and female individuals employed on a project. Contractors will be required to show that they have met the utilization or workforce participation goals, or that they have made, or commit to making, good faith efforts to reach those goals. The City Manager or his or her designee will determine the sufficiency of a contracting entity's good faith efforts. Sufficiency of good faith efforts may vary depending on the type of contract, the type of products and/or services to be provided, and the duration of the contract.

- (1) The following are minimum requirements a contracting entity must meet to demonstrate good faith efforts:

- (i) All contracting entities must submit an Affirmative Action plan as outlined above.

- (ii) All contracting entities must make all reasonable efforts to contact, negotiate, and partner in good faith with qualified MBE and WBE firms listed in the City's current electronic workforce management database for potential subcontracting and/or joint venture opportunities and to employ female and minority employees.

- (iii) All contracting entities must submit a utilization plan that outlines their planned use of MBE and WBE firms as subcontractors or as part of a joint venture, if applicable, and their employment of female and minority employees.

- (2) Other evidence of good faith efforts may include, but is not limited to:

- (i) Providing job training or direct employment opportunities to increase the utilization of women and minorities on City projects.

- (ii) Attendance at City-sponsored networking events to increase the utilization of MBEs, WBEs, and female and minority workers.

- (iii) Providing evidence that the contracting entity has met or exceeded the goals established for City projects related to the utilization of MBE and WBE firms and minority and female workers. Evidence may include

payroll records or other documents showing the percentage of minority or female workers employed on a project or the percentage of project hours completed by minority and female workers.

(iv) Monetary contributions to training and development funds, including the City's training and development fund, or organizations dedicated to encouraging MBE and WBE businesses and minority and female workers.

(v) Outreach and recruitment efforts of WBEs and MBEs and female and minority workers.

(vi) Packaging requirements, where feasible, into tasks and quantities that encourage maximum participation from MBEs, WBEs, and minority and female workers.

(vii) Providing interested and qualified MBEs and WBEs with adequate information about the bidding and request for proposal process, adequate time to respond, and assistance in responding to bid and proposal solicitation.

(viii) Assisting interested MBEs and WBEs in obtaining necessary equipment, supplies, and materials to successfully compete for City contracts and subcontracts.

(ix) Assisting interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance.

(x) Seeking services from available female and minority community organizations, minority and female contractors' groups, minority and female business assistance offices, and other organizations as appropriate, to provide assistance in recruiting MBEs, WBEs, and minority and female workers.

(xi) If a contracting entity has rejected one or more MBEs or WBEs for a subcontracting or joint venture opportunity, providing supportable reasons for rejection based on a thorough investigation of the business and its qualifications.

(xii) All other evidence of good faith efforts that the City Manager or his or her designee deems sufficient to advance the City's goals to encourage minority and female participation in City contracts.

(3) Contracting entities are required to work cooperatively with the City of Champaign, including with the Equity and Engagement Department, to ensure ongoing compliance with the good faith effort requirement.

(4) Waiver.

(i) Contracting entities that are unable to achieve utilization and workforce participation goals established for City contracts after all reasonable good faith efforts have been exhausted may apply for a waiver.

(ii) Good faith effort requirements may be waived on certain City contracts due to the inability to appropriately apply the requirements in this section as a result of the nature of the contract or project.

(iii) A waiver may be granted at the initiation of a purchase, at the vendor selection phase, or at any time in the contract's term.

(iv) The determination to grant or deny a waiver and the duration of the waiver will be at the sole discretion of the City Manager or his or her designee.

(v) A contracting entity that demonstrates unwillingness to make good faith efforts, or that has demonstrated unwillingness to comply with good faith efforts in past City contracts, will not be eligible for a waiver.

(vi) In order to request a waiver, contracting entities must contact the Equity and Engagement Department, 102 N. Neil St., Champaign, IL, 61820, or by telephone at (217) 403-8830.

(5) Compliance During Term of Contract.

(i) If the City Manager or his or her designee determines that a contracting entity has not made recent and substantial good faith efforts during the term of a contract with the City, and the contracting entity does not have a valid waiver, the City Manager or his or her designee will notify the contracting entity of its non-compliance in writing. The notice will detail the non-compliance and will include information regarding the actions the contracting entity must take to cure the non-compliance.

(ii) The contracting entity will be given ten (10) business days to cure the non-compliance or to provide a response in writing to the City Manager or his or her designee making acceptable arrangements to cure the non-compliance. Acceptable arrangements may include a waiver where the City Manager or his or her designee deems appropriate.

(iii) If the contracting entity fails to cure the non-compliance or to make acceptable arrangements to cure the non-compliance within ten (10) business days, or if the City Manager or his or her designee finds the contracting entity's response insufficient, the City Manager or his or her designee may:

(a) Cancel, terminate, or suspend the contract in whole or in part;

(b) Declare the contracting entity ineligible for further contracts for up to one calendar year;

(c) Require the contracting entity to pay liquidated damages in the amount of fifty dollars (\$50.00) per day for each day the contracting entity was in non-compliance beginning with the original date of the letter of non-compliance; and/or

(d) Pursue other contractual remedies or sanctions allowable by law.

AGB Investigative Services, Incorporated



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AGB INVESTIGATIVE SERVICES, INCORPORATED
AN ILLINOIS CORPORATION

(“AGB”)

OF THE FIRST PART

-AND-

CITY OF CHAMPAIGN, ILLINOIS
AN ILLINOIS MUNICIPAL CORPORATION

(“CITY”)

OF THE SECOND PART

ADDENDUM TO CONTRACT FOR PROFESSIONAL OR CONSULTING SERVICES

This ADDENDUM TO CONTRACT FOR PROFESSIONAL OR CONSULTING SERVICES (“ADDENDUM”) is entered into as of the EFFECTIVE DATE (defined in Section XVIII(F), below) and is by and between AGB INVESTIGATIVE SERVICES, INCORPORATED, an Illinois Corporation with its principal place of business located at 7545 South Western Avenue, Chicago, Illinois 60620 (“AGB”), on the one hand, and the CITY OF CHAMPAIGN, ILLINOIS, an Illinois municipal corporation, with its principal place of business located at 102 North Neil Street, Champaign, Illinois 61820 (“CITY”), on the other hand. This ADDENDUM may refer to AGB and CITY as a “PARTY”, separately, or the “PARTIES” collectively.

RECITALS

WHEREAS, the PARTIES entered that certain Contract for Professional or Consulting Services dated _____, 2023 (“CITY CONTRACT”), whereby AGB agreed to perform the SERVICES (defined in Section 1 of the CITY CONTRACT and more fully in Section I, below),

AGB Investigative Services, Incorporated



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subject to the terms set forth in the CITY CONTRACT (including its exhibits) and in this ADDENDUM;

NOW, THEREFORE, in consideration of the covenants of each of the PARTIES given to the other herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PARTIES agree:

SECURITY SERVICES AGREEMENT

I. SERVICES.

AGB agrees to provide CITY with State of Illinois licensed unarmed security officer services consistent with the Illinois Private Detective, Private Alarm, Private Security, Fingerprint Vendor, and Locksmith Act of 2004 or any successor act, as amended (“SERVICES”), on the terms and conditions set forth in: (a) the CITY CONTRACT; (b) this ADDENDUM; and (c) the Statement of Work attached to this ADDENDUM and incorporated herein as Exhibit “A” (“SCOPE OF WORK”). If there is any direct conflict between the express terms of this ADDENDUM and the CITY CONTRACT, the express terms of the CITY CONTRACT shall prevail. If this ADDENDUM contains any provisions on which the CITY CONTRACT is silent, the provisions of this ADDENDUM shall apply. Likewise, if the CITY CONTRACT contains any provisions on which this ADDENDUM is silent, the provisions in the CITY CONTRACT shall apply.

II. PAYMENT AND BILLING.

A. Pricing; Invoices. Subject to the terms of this ADDENDUM and the CITY CONTRACT, for all SERVICES AGB provides to CITY, CITY shall compensate AGB at the amounts and rates set forth in the STATEMENT OF WORK. AGB shall submit bi-weekly invoices to CITY for all SERVICES rendered since the date of the last invoice (except for the first invoice, which AGB shall issue two (2) weeks after the EFFECTIVE DATE). Each invoice for SERVICES shall set forth in reasonable detail the total number of hours worked by each officer during the period covered by the invoice and the hourly rates of each officer as set forth in the STATEMENT OF WORK.

B. Payment. Upon receipt of an invoice, CITY shall have seven (7) days to review and object in writing to any sums it believes are inaccurate. Notwithstanding the foregoing, CITY shall pay AGB all undisputed sums on the invoice no later than thirty (30) days after the applicable review period ends (“DUE DATE”). For any disputed sums, the PARTIES shall

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cooperate in good faith to resolve the dispute promptly and fairly. Unless AGB otherwise directs or agrees in writing, CITY shall make all payments to AGB directly via the Automated Clearing House (“ACH”). Notice for email of disputes shall be made to arba.houlden@agbinvestigative.com and any other email address that AGB shall notify the CITY of in writing at a later date.

- C. Termination for Late Payments. An invoice is “PAST DUE” if full payment under the invoice is not received by AGB by the DUE DATE. If CITY fails to pay any undisputed amounts owing hereunder within thirty (30) days after the DUE DATE, AGB may: (i) discontinue the SERVICES immediately and without notice; and/or (ii) terminate this ADDENDUM and the CITY CONTRACT pursuant to the “for cause” procedures set forth in Section V(C), below. Such rights and remedies are in addition to all other rights and remedies available to AGB regarding such breach, whether at law, in equity, or otherwise.

III. ACKNOWLEDGEMENT.

BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS ENTIRE ADDENDUM, INCLUDING THE ADDITIONAL TERMS AND CONDITIONS BELOW WHICH ARE INCORPORATED INTO THIS ADDENDUM.

IV. RECEIPT OF COPY.

Both PARTIES acknowledge receipt of a copy of this ADDENDUM and its EXHIBITS.

ADDITIONAL TERMS AND CONDITIONS

V. TERM AND TERMINATION.

- A. Term. The term of the CITY CONTRACT and this ADDENDUM begins on the EFFECTIVE DATE and ends January 1, 2024 unless either PARTY terminates it sooner as permitted herein or in the CITY CONTRACT (“TERM”).
- B. Termination for Convenience. Either PARTY may terminate the CITY CONTRACT or this ADDENDUM upon thirty (30) days’ written NOTICE to the other PARTY. In such case, the effective date of termination is the thirtieth (30th) day after the non-terminating PARTY receives such written notice of termination.
- C. Termination for Cause. If either PARTY breaches any material term of this ADDENDUM and fails to cure such breach within five (5) days of receiving written notice thereof from

AGB Investigative Services, Incorporated



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the non-breaching PARTY, the non-breaching PARTY may terminate this ADDENDUM for cause immediately and without notice. In such case, the effective date of termination shall be the fifth (5th) day after the breaching PARTY receives written notice of the breach.

- D. Effect of Termination. On the effective date of termination, AGB will stop performing the SERVICES and this ADDENDUM and the CITY CONTRACT shall terminate immediately. Notwithstanding the forgoing and regardless of the reason for termination, CITY shall pay AGB for all SERVICES performed through the effective day of termination. AGB will submit a final invoice to CITY and CITY shall pay AGB according to the timeline and procedures set forth in Article above.

VI. INSURANCE; INDEMNITY; LIMITS OF LIABILITY.

- A. AGB's Insurance. AGB agrees to purchase and maintain insurance as provided in the CITY CONTRACT. A copy of AGB's certificate of insurance evidencing such coverage is attached hereto and incorporated herein as Exhibit "B". CITY hereby acknowledges receipt of such certificate of insurance.
- B. Indemnification. Subject to the terms of this ADDENDUM and the CITY CONTRACT, each PARTY shall defend, indemnify, and hold the other PARTY and such other PARTY's owners, shareholders, members, trustees, directors, officers, managers, agents, employees, contractors, and affiliates (each, an "INDEMNIFIED PARTY") harmless from all claims, damages, losses, costs, expenses, and the like, including reasonable attorneys' fees, costs, and expenses, that the INDEMNIFIED PARTY incurs: (i) related to the CITY CONTRACT, the SERVICES, or this ADDENDUM; and (ii) because of the indemnifying PARTY's gross negligence or willful misconduct. Notwithstanding the foregoing, if an INDEMNIFIED PARTY's actions or omissions contributed to such damage, claim, demand, suit, action, or proceeding, then such INDEMNIFIED PARTY's right to indemnification hereunder shall be reduced proportionately. An INDEMNIFIED PARTY may participate in the defense thereof with counsel of his, her, or its choosing.
- C. Limitation of Liability. Except for AGB's gross negligence or willful misconduct, AGB shall not be liable to CITY or to any INDEMNIFIED PARTY for any damages (including for indemnification) beyond its available insurance. FURTHER, EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE FOR INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL

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DAMAGES REGARDING THIS ADDENDUM, THE CITY CONTRACT, OR THE SERVICES, EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

VII. SUPERVISION AND CONTROL.

All security officers that AGB furnishes to CITY are AGB's employees. AGB will pay the wages, employment-related taxes (including social security and federal and state unemployment taxes), and other such expenses relating to each of its employees. AGB will hire, train, supervise, and control its employees. Notwithstanding the foregoing, AGB will remove any security officer not reasonably acceptable to CITY on receipt of written request and thereafter replace such officer within a reasonably prompt time. CITY and AGB agree that in the performance of the CITY CONTRACT and this ADDENDUM, there shall be no discrimination on account of race, religion, sex, age, national origin, sexual orientation, or family status and each PARTY shall comply with applicable federal, state, and local laws and regulations pertaining to fair employment practices.

VIII. FORCE MAJEURE.

AGB shall not be liable to CITY for any reasonable delay or failure to perform under this ADDENDUM, the STATEMENT OF WORK, or the CITY CONTRACT due to causes beyond AGB's reasonable control, including acts of God, acts of the public enemy or terrorism, acts or orders of any government authority in its sovereign capacity (including shutdown orders), fires, floods, power outages, hurricanes, earthquakes, adverse weather conditions, epidemics, pandemics (including the current COVID-19 pandemic), quarantine restrictions, strikes or other labor disputes, labor shortages, internet outages, riots, sabotage, and freight embargoes (each, a "FORCE MAJEURE EVENT"). If a FORCE MAJEURE EVENT continues for thirty (30) consecutive days or more, the other PARTY may terminate the CITY CONTRACT or this ADDENDUM on written notice to the PARTY whose performance is affected by the FORCE MAJEURE EVENT, specifying a termination effective date of at least ten (10) days after the non-terminating PARTY's receipt of such notice. CITY shall pay AGB for all SERVICES performed through the effective date of termination according to Section V(D), above.

IX. INDEPENDENT CONTRACTOR.

The relationship between AGB and CITY is solely that of independent contractor. Nothing in the CITY CONTRACT or this ADDENDUM creates a relationship of employment, agency/principal, joint venture, partnership, or other relationship. The PARTIES shall treat AGB as an independent contractor for tax purposes and shall file all tax and information returns using such status.

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X. AUTOMOBILES AND EQUIPMENT.

Any automobiles or equipment that CITY furnishes to AGB for AGB's use shall be insured by CITY. For purposes of this ADDENDUM, the term "equipment" includes radios, telephones, and computers. Such insurance shall contain a provision that provides coverage for AGB, its agents, and its employees as a permissive user. CITY recognizes that AGB, its agents, its employees, or the automobiles or equipment that CITY furnishes to AGB may be injured or damaged accidentally. CITY therefore agrees to defend, indemnify, and save AGB and AGB's owners, shareholders, members, trustees, directors, officers, managers, agents, employees, contractors, and affiliates harmless from all claims, damages, losses, costs, expenses, and the like, including reasonable attorneys' fees, costs, and expenses, for injury to person or property, including to the automobile or equipment, resulting from such indemnified party's use of such automobile or equipment, whenever such loss or injury is occasioned by CITY's negligence, gross negligence, or willful misconduct.

XI. HIRING OF AGB EMPLOYEES.

AGB is not an employment agency and the SERVICES it provides to CITY are made possible only by a substantial investment by AGB in advertising, recruiting, testing, and training of its personnel. In consideration of the time and expense AGB invests in providing these SERVICES to CITY, during the TERM and for one (1) year after termination or expiration of this ADDENDUM or the CITY CONTRACT for any reason, CITY shall not hire: (a) any employee of AGB who is still employed by AGB; or (b) any former employee of AGB whose employment ended less than one (1) year prior to the date CITY hires such employee. CITY agrees to pay a placement fee of \$2,500.00 for each employee or former employee of AGB that it hires in breach of this Section XI. Such fee is in addition to all other rights and remedies available to AGB regarding such breach, whether at law, in equity, or otherwise.

XII. NOTICE.

All notices, requests, claims, demands, waivers, and other such communications hereunder shall be in writing and shall be deemed given: (a) when delivered by hand; (b) when delivered by registered or certified U.S. Mail, return receipt requested and postage prepaid (as evidenced by "green card" receipt or tracking confirmation); or (c) when delivered by nationally recognized courier (as evidenced by tracking confirmation) at:

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If to AGB:

AGB Investigative Services, Incorporated
ATTN: John H. Griffin, Jr.
7545 South Western Avenue
Chicago, Illinois 60620

With a copy (not to count as proper notice) to:

Albee Law PC
ATTN: John W. Albee
1200 Shermer Road, Suite 430
Northbrook, Illinois 60062

If to CITY:

City Manager
City of Champaign
102 North Neil Street
Champaign, Illinois 61820

With a copy (not to count as proper notice) to:

Chief of Police
Champaign Police Department
82 East University Street
Champaign, IL 61820

or to such other address as either PARTY periodically designates via written notice to the other PARTY in accordance with this Section XII.

XIII. MODIFICATION.

Any modification of or amendment to the CITY CONTRACT or this ADDENDUM must be in writing and signed by an authorized representative of each PARTY.

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XIV. GOVERNING LAW; JURISDICTION.

This ADDENDUM and the CITY CONTRACT shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal laws of the United States of America, regardless of any choice of law rules that otherwise might apply. Jurisdiction and venue for all disputes shall be in the Circuit Court located in Champaign County, Illinois, or the federal district court for the Central District of Illinois.

XV. HEADINGS.

The headings in this ADDENDUM are for convenience only and do not affect the interpretation hereof.

XVI. ENTIRE AGREEMENT.

This ADDENDUM, together with its Exhibits and the CITY CONTRACT, constitutes the PARTIES' entire agreement regarding the SERVICES and supersedes all prior negotiations, commitments, representations, and undertakings of the PARTIES, whether written, oral, or otherwise. Except as expressly set forth in this ADDENDUM, EXHIBIT A, or the CITY CONTRACT (including in the SCOPE OF WORK), each PARTY acknowledges that the other PARTY has not made any representations to induce it to sign the CITY CONTRACT or this ADDENDUM.

XVII. SEVERABILITY.

If a court of competent jurisdiction determines that any provision of this ADDENDUM is unenforceable, invalid, or illegal, such provision shall not render any other provision of this ADDENDUM unenforceable, invalid, or illegal. Such court may modify or replace the unenforceable, invalid, or illegal provision with an enforceable, valid, and legal provision that most accurately represents the PARTIES' intent for such provision and this ADDENDUM.

XVIII. GENERAL MATTERS.

- A. Waiver; Rights Cumulative. Either PARTY's waiver of or failure to enforce any provision of this ADDENDUM or the CITY CONTRACT does not waive such provision or such PARTY's right thereafter to enforce such provision. Except where this ADDENDUM or the CITY CONTRACT otherwise expressly states, each PARTY's rights under this ADDENDUM and the CITY CONTRACT are cumulative and are in addition to and not

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substitution for any other rights and remedies available at law, in equity, or otherwise.

- B. Assignment. Neither PARTY may assign this ADDENDUM or the CITY CONTRACT without the other PARTY's written consent.
- C. Binding Effect. This ADDENDUM and the CITY CONTRACT binds and inures to the benefit of the PARTIES, including their past, present, and future representatives, successors, and permitted assigns.
- D. No Third-Party Beneficiaries. Except as expressly provided in this ADDENDUM or in the CITY CONTRACT, this ADDENDUM and the CITY CONTRACT are for the PARTIES' sole benefit. Nothing herein confers upon any other person or entity any legal or equitable right, benefit, or remedy.
- E. Survival. Any provision of this ADDENDUM which by its terms is intended to survive the termination or expiration of this ADDENDUM shall survive its termination or expiration, including Sections II(B), II(C), V(D), VI(B), VI(C), X, XI, XIV, XVIII(A), XVIII(G), and XVIII(K).
- F. Effective Date. The effective date of this ADDENDUM is _____, 2023, ("EFFECTIVE DATE").
- G. Equitable Relief. Each PARTY acknowledges that its breach or threatened breach of any of its obligations under Sections II(B), VI(B), X, or XI of this ADDENDUM would cause irreparable harm to the other PARTY and monetary damages would not be an adequate remedy. Therefore, each PARTY agrees that if it breaches or threatens to breach any of its obligations under these sections, the other PARTY may obtain equitable relief, including a temporary restraining order, an injunction, specific performance, and any other equitable relief available from a court of competent jurisdiction (without any requirement to post bond). These equitable remedies are in addition to all other rights and remedies available regarding the breach or threatened breach.
- H. Attorneys' Fees, Costs, and Expenses. The PARTIES shall bear their respective costs and fees, including attorneys' fees, costs, and expenses relating to the negotiation, review, and drafting of this ADDENDUM and the CITY CONTRACT. If litigation or other legal proceeding relates to this ADDENDUM, the CITY CONTRACT, the SERVICES, or the enforcement or performance of this ADDENDUM, the CITY CONTRACT, or the SERVICES, the non-prevailing PARTY shall reimburse the prevailing PARTY its

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reasonable attorneys' fees, costs, and expenses, whether taxable by the court as costs, in addition to all other relief to which the prevailing PARTY may be entitled.

- I. No Construction Against the Drafter. Each PARTY has reviewed and revised this ADDENDUM and either has consulted with counsel of its choosing or freely and voluntarily has chosen not to do so. The rule of construction that ambiguities be resolved against the drafting PARTY or in favor of the PARTY receiving a particular benefit under an agreement may not be employed in the interpretation of this ADDENDUM.
- J. Additional Services. Upon written request to AGB, CITY may request additional services ("ADDITIONAL SERVICES") outside the scope of this ADDENDUM and the CITY CONTRACT. Such ADDITIONAL SERVICES may include radios, body cameras, and telephones for the site(s). In its discretion, AGB may agree to provide these ADDITIONAL SERVICES to CITY. AGB provides all such ADDITIONAL SERVICES on a case-by-case basis and subject to additional fees that the PARTIES shall negotiate and agree to in good faith via signed change order.
- K. Court Appearances. CITY acknowledges that, because of the SERVICES that AGB will provide pursuant to this ADDENDUM, STATEMENT OF WORK, and the CITY CONTRACT, AGB officers periodically may have to appear and testify in legal proceedings, including hearings, trials, and depositions. CITY agrees to pay AGB, at a minimum, for two (2) hours of the appearing or testifying officer's time at such officer's regular hourly rates as set forth in the STATEMENT OF WORK. If the officer's appearance or testimony is required for more than two (2) hours, then CITY shall pay AGB for each additional hour at such officer's regular hourly rate as set forth in the STATEMENT OF WORK.
- L. Counterparts; Signatures. The PARTIES may execute this ADDENDUM in one or more counterparts, each of which, taken together, shall constitute one and the same instrument. Digital, email, facsimile, and electronic signatures shall have the same force and effect as original signatures.
- M. Authorization. Each person signing this ADDENDUM represents and warrants that he or she is authorized by his or her respective entity to sign this ADDENDUM and bind such entity hereunder.

(signature page follows)

AGB Investigative Services, Incorporated



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IN WITNESS WHEREOF, the PARTIES hereto have executed this ADDENDUM as of the EFFECTIVE DATE.

AGB INVESTIGATIVE SERVICES,
INC., an Illinois Corporation:

CITY OF CHAMPAIGN, ILLINOIS, an Illinois
Municipal Corporation:

BY:

John H. Griffin, Jr.
CEO

A handwritten signature in black ink, appearing to read 'J.H. Griffin, Jr.', written over a white background within a rectangular box.

BY:

Dorothy Ann David, City Manager, as authorized
signer

Attest:

City Clerk

Approved as to Form:

Assistant City Attorney

EXHIBIT A: SCOPE OF WORK

SCHEDULE A: SCOPE OF WORK

SERVICE BUSINESS ADDRESS: City of Champaign: Downtown Area at the following site(s):
 Site Address(es): 82 E. University St., Champaign, IL 61820

PERSONNEL: State of Illinois unarmed uniformed security officers:8*
 Shift Supervisor: 2*

*On 14 days' written notice to AGB, the City may request a reduction or increase in the number of security officers. In such case, the Parties shall execute a change order reflecting the change, including an appropriate reduction or increase in fees consistent with the rates below. For temporary increases (e.g., for special events), AGB will provide seasoned unarmed uniformed security officers from its offices in Chicago, Illinois. "Unarmed" includes no weapons, including but not limited to firearms and tasers. At AGB's discretion, long-term increases may require additional shift supervisors and/or be subject to additional one-time training fees at the rates set forth below. The 14-day notice period notwithstanding, the City agrees that, for all long-term increases, AGB shall be afforded a reasonable time to recruit, hire, and train additional personnel.

RATES:

Regular Weekly Rates:

Position	# Of Weekly Hours	Total Bill Rate Per Hour	Overtime & Holiday Rate	Weekly Bill Rates
Security Officers	hours	\$40.00/hour**	\$60.00/hour	\$**
Shift Supervisor	hours	\$49.43/hour**	\$74.07/hour	\$**
Total Manpower Weekly Contract Value:				\$**

**OVERTIME AND HOLIDAYS ARE BILLED AT 1.5 THE REGULAR HOURLY RATE AT THE AGREED RATES ABOVE. OVERTIME MUST BE APPROVED BY CLIENT. HOLIDAY RATES APPLY TO THE FOLLOWING HOLIDAYS: NEW YEAR'S DAY, MARTIN LUTHER KING OBSERVANCE, MEMORIAL DAY, JUNETEENTH, JULY 4TH, LABOR DAY, THANKSGIVING, AND CHRISTMAS DAY.

One-Time Training Fees:

# Of Officers	Rate	Hours	Totals
8 Officers	\$40.00/hour	40	\$
2 Shift Supervisor	\$49.43/hour	40	\$
Total One-Time Training Fees:			\$

One-Time OC Training \$1,200.00

COURT APPEARANCES: City will be charged 2 hours minimum at the officer's regular hourly rate. For any time over 2 hours, each additional hour charged at the officer's regular hourly rate. AGB will cooperate with any investigation by the City that involves AGB personnel and will ensure that current AGB personnel comply with the City's request for participation in an investigation and court appearance. Should personnel no longer be employed by AGB, AGB will assist the City in locating the former employee and encourage said former employee to cooperate with the City.

SCHEDULING: Officers are scheduled for a minimum of 8-hour shifts with 2 breaks of 15 minutes each and 1 meal break of 30 minutes. For each site listed above, AGB shall provide personnel as follows:

- Site Address: _____
- Number of officers: _____
 - Days and Times: _____
- Site Address: _____

- Number of officers: _____
- Days and Times: _____

NOTIFICATION OF PERSONNEL: Prior to the first shift of every week that AGB is providing security personnel to the City, AGB shall provide a list of the personnel who will be on duty for each shift that week.

REPORTING: AGB maintains a formal complaint process separate from the City's process. Said complaint process will be provided to the City prior to the execution of the Contract for Professional or Consulting Services and AGB will provide the City with any updates to said policy within five (5) days of said updates becoming effective. Complaints made directly to AGB are received by an AGB operational head, who reviews and investigates the complaint. Complaints received by AGB would be shared with the City within forty-eight (48) hours of receipt of complaint. The Police Department and/or the Equity and Engagement Department may also receive citizen complaints regarding AGB's services. The City will forward all complaints it receives to AGB within forty-eight (48) hours of receipt of the complaint. AGB must notify the City within seventy-two (72) hours of the outcome of AGB's investigation and resolution of the complaint.

VEHICLES: AGB shall provide one (1) vehicle patrol per day of service at the rate of \$350 per week. "Week" consisting of Thursday, Friday and Saturday.

SERVICES: Subject to and consistent with the Illinois Private Detective, Private Alarm, Private Security, Fingerprint Vendor, and Locksmith Act of 2004 or any successor act, as amended, AGB will provide private security guard services related to the following areas:

- 1) Assembly and Crowd Control
 - City Parking Lots
 - Sidewalks and Side Streets
- 2) Nuisance Crimes
 - Loitering
 - Public Alcohol Consumption
 - Noise/Loud Music
 - Littering
- 3) Violent Crimes
 - Gun Violence
 - Fighting
- 4) Customer Service
 - Need a protocol to screening transgender passengers (gender ambiguity issues)
 - Sensitivity training required to check passengers with medical conditions, to include medical
- 5) COVID-19
 - Need to develop COVID-19 strategy in the event the state issues an alert due to an increase in cases
 - COVID 19 strategy needs to ensure guidance for health and safety protocols as dictated by the CDC, the state of Illinois, and city of Champaign

Under no circumstances will said officers be armed with weapons, including but not limited to firearms or tasers. Said SERVICES may be amended from time to time by written agreement of the Parties.

IDENTIFICATION: All personnel provided by AGB will be identifiable by uniform and identification that is readily viewable to the public. Said identification shall include at a minimum a personnel identification number. Additionally, all personnel shall carry with them and have available for distribution upon request, cards or other documents with AGB's contact information. While on duty, all personnel will provide their name and identification to another individual when requested. Failure to do so will result in the immediate removal of said officer from providing services to the City.

INITIAL MEETING: Prior to or within seven (7) days of the first date of AGB personnel patrolling the City's Downtown area, the City will coordinate, and AGB will send a representative to participate in, a meeting with the City's Downtown business owners, to explain in further detail AGB services and answer questions regarding the same.

BODY WORN CAMERA ("BWC") FOOTAGE: AGB will retain BWC footage in accordance with the Law Enforcement Officer-Worn Body Camera Act (50 ILCS 706/10, et al). Upon request from the City, AGB will provide BWC footage to the City within 48 hours of receipt of said request.

OC SPRAY: During the term of this contract, AGB will maintain a use of force policy which includes the use of OC spray. AGB personnel would only be empowered to use OC spray to prevent great bodily harm or death. Additionally, any use of OC spray would require immediate notification to a Champaign Police supervisor, and any person sprayed would be provided immediate decontamination and appropriate medical attention, as needed.

END OF DOCUMENT

EXHIBIT B: CERTIFICATE OF INSURANCE



REPORT TO CITY COUNCIL

FROM: Dorothy Ann David, City Manager

DATE: April 7, 2023

SUBJECT: EXPLANATION OF COUNCIL BILL NO. 2023-048

A. Introduction: The purpose of this Council Bill is to authorize the City Manager to execute an agreement with AGB Investigative Services, Inc. (AGB), in an amount not to exceed \$329,587 to provide private security services in the Downtown business district of Champaign through the remainder of calendar year 2023.

B. Recommended Action: The Administration recommends approval of this Council Bill.

C. Prior Council Action:

- On May 14, 2019, [SS 2019-015](#) discussed staffing at the Police Department, examining staffing structure and increased demands for police services in recent years and requesting Council input on the allocation of staffing resources.
- On April 19, 2022, Council approved [CB 2022-056](#), which expanded an existing Police Services Agreement with the University of Illinois. This agreement transferred primary police response in the Campustown area to the University of Illinois Police Department for a two-year period beginning October 1, 2022.
- On May 3, 2022, Council approved [CB 2022-071](#), which approved a contract with AGB Security Services, Inc. to provide private security patrols in the downtown area for Summer and Fall 2022.
- On January 10, 2023, Council approved [CB 2023-001](#), which contracted with All Star Talent, Inc. to create a new marketing and branding campaign to bolster recruiting efforts for the Police Department in 2023.

D. Summary:

- The Champaign Police Department continues to face concerns related to the shortage of staffing. Due to the current staffing shortage, the Police Department does not have the resources to provide consistent additional patrols to the Downtown business district.
- Concerns regarding maintaining order have been an ongoing challenge in the late-night Downtown environment, sometimes leading to more serious public safety incidents.
- To support and supplement the Police Department's efforts to promote a safer environment Downtown, the City contracted with AGB Security for private security services following a Request for Proposal (RFP) process in the Summer of 2022.

- AGB was helpful in addressing order maintenance concerns in the Downtown business district during the 2022 contract term but lacked the staffing and resources to ensure proactivity in their efforts.
- The Police Department has seen improvements in staffing over the past year, but it continues to carry 18 vacancies. Because of this, the Police Department is again seeking to contract with AGB Security for Summer and Fall 2023.
- The Police Department Administration recommends the utilization of private security services in the Downtown business district of Champaign through the remainder of calendar year 2023. These services would include additional resources over the 2022 contract, including eight security personnel, two managers, and allowing them to carry defensive tools.

E. Background:

1. Current Police Department Staffing. Following several years of a nationwide trend of reduced police staffing levels and increased difficulty in recruiting, hiring, and retaining sworn personnel, the Police Department continues to experience a staffing shortage. In 2022, the Police Department hired 22 sworn personnel while seeing 15 retire or separate. As of the date of this report, the Police Department has an authorized strength of 126 sworn personnel, with 108 of these positions filled. These numbers represent a staffing shortage of fourteen percent (14%). The below table provides an overview of the Police Department’s current staffing.

	Allotted Positions	Filled Positions	Vacant Positions	Unserviceable Positions
Patrol	93	85	8	21
Investigations	27	17	10	1
Administration	6	6	-	1
TOTAL	126	108	18	23

In addition to the 18 vacant positions, the Department currently has 23 “unserviceable” positions. An unserviceable position is a full-time position currently filled by an officer who is not available for full duty. These unserviceable positions are due to officers attending the police academy or field training, along with absences for extended training programs, military leave, family leave, duty injury, and limited light-duty injury assignments. The Police Department typically carries six to 12 unserviceable positions at any given time. Fourteen of the current unserviceable personnel are related to the training of newly hired and promoted staff in 2022. The table below provides an overview of the 23 currently unserviceable positions.

	Police Academy	Field Training	Staff Training	Military Leave	Injury Leave	Limited Duty
Unserviceable Positions	6	6	2	1	1	7

2. Recent Police Recruiting, Hiring, & Retention Efforts. Since 2022, the City Council has approved several actions to promote staff retention and increase the speed and efficiency of the

Police Department's hiring process. These efforts have yielded positive results for the Department's staffing and have allowed Champaign Police to compete for candidates in a crowded hiring market.

In 2021, the City Council approved changes to the Police Department's hiring process to move from a once-per-year hiring model to continuous hiring. Continuous hiring provides opportunities for candidates to be tested and interviewed monthly to capture good recruits and begin their training ahead of an upcoming academy.

With the City Council's authorization, the City Manager also approved an Experienced Officer Incentive Program to offer \$20,000 incentive to experienced police officers accepting employment with the Champaign Police Department before December 31, 2023, and remaining here for a minimum period of three years. To date, this program has led to the hiring of eight (8) experienced officers since November 2021.

In 2022, City staff retained the services of Surface 51 to develop a targeted marketing campaign focused on lateral/experienced officers. With City guidance, Surface 51 developed a new lateral recruitment webpage (<https://champaignil.gov/level-up/police-lateralrecruitment/>) to outline the various incentives available to experienced police officers who join the Police Department. The campaign used targeted advertising to reach experienced officers in Illinois and surrounding states and encouraged them to learn more about advancing their career by joining the Champaign Police Department. In the first two weeks (April 12-25, 2022), the targeted marketing campaign resulted in 402 clicks to the City's experienced officer recruitment webpage.

In January of 2023, the City approved a contract with All Star Marketing, Inc., to bolster hiring numbers and aid in the marketing and branding of the Police Department. The marketing program is expected to launch in May 2023 with an assortment of digital advertisements that will target potential candidates online. The company has worked with staff from the Champaign Police Department to solicit input on best practices for attracting staff through a survey and in-person collection of feedback.

City staff is also working to increase the visibility of Champaign Police career opportunities in several key marketing areas. These initiatives include promoting attendance of current officers at recruitment events at their alma maters as scheduling allows and advertising positions with a host of professional organizations working to promote opportunities in law enforcement to a diverse workforce.

Notwithstanding the initiatives and efforts that are in progress to improve officer recruiting, hiring, and retention, the Police Department anticipates staffing levels to be a prolonged challenge. While measures to accelerate hiring are yielding results, once hired, training through the Police Training Institute and Field Training Program takes approximately 35 weeks. This means that a new officer will spend more than seven months in training before they make an impact on staffing levels. Additionally, a number of sworn personnel are reaching eligibility for retirement in the next several years, which will result in additional vacancies. Lastly, three

employee separations are expected to occur by July 1, 2023. Therefore, it will likely be several years before the pace of hiring and training will level out with the rate of employee separations.

3. Ongoing Efforts to Address Downtown Neighborhood Safety Concerns. Over the last several years, law enforcement has faced the issue of large crowds assembling in City-owned parking lots and on sidewalks and side streets in the Downtown business district. Numerous concerns have been brought to the attention of the City including order maintenance concerns like groups loitering in and around businesses, individuals possessing and consuming open alcohol on public property and in the roadways, loud music emanating from vehicles parked directly in front of businesses and residences, and trash or debris being left following these gatherings. Additionally, major public safety events have been reported in and near the Downtown area, including large fights, shots fired or shooting events, and one homicide. In past years, the Police Department has addressed these concerns with directed patrols focused on these activities and overtime details that placed additional officers in the affected areas. Since 2021, the Police Department has been unable to provide additional patrols consistently to the Downtown business district due to the combination of the ongoing staffing shortage and increased calls for service for shooting incidents in other areas, the response to which typically requires the majority of officers on duty on a given shift.

4. 2022 Downtown Security. In 2022, the City of Champaign hired AGB Security Services, Inc. to provide private security services for the Downtown business district in an effort to supplement law enforcement's order maintenance efforts. The primary purpose of AGB services was to promote public safety and serve as a visible crime deterrent in the Downtown business district. AGB staff addressed minor observed order maintenance concerns, seeking voluntary compliance. For any concerns beyond their order maintenance mission, AGB staff would contact the Police Department to intervene.

AGB staff conducted patrols throughout the Downtown area and assisted with calls for service related to check welfare, loud music, minor altercations, and open alcohol, among other non-violent offenses. Their team of four security officers and one supervisor per night/shift were equipped with body-worn cameras, one vehicle, and customizable uniforms. They patrolled for the operational hours of 8 p.m. to 4 a.m. on Thursdays, Fridays, and Saturdays, patrolling the Downtown business district, including municipal parking lots.

AGB was on patrol Downtown between June 2, 2022, and January 1, 2023. Their staff responded to 38 formal calls for service related to order maintenance issues and directly addressed concerns through their visible presence. While this proved helpful, AGB was limited in the calls they could handle in 2022. For call types beyond order maintenance, including large fights, unruly crowds engaged in public intoxication and gambling, and two shooting incidents, AGB staff was directed to move in the direction of the incident but not to move in to diffuse situations or address concerns where bodily harm or safety was a concern. Instead, in these instances, AGB staff was directed to act as a group of credible witnesses with mobile body-worn cameras, assisting officers in information gathering and building potential criminal cases against offenders. In 2022, limitations on staffing size and AGB's lack of equipment, at times, led to individuals and crowds being willing to disregard their requests, reducing AGB's overall effectiveness.

5. 2023 Downtown Security. Following the end of AGB's contract, the need for consistent presence and patrol was reaffirmed in February 2023 by a call of shots fired in a private parking lot in the heart of Downtown. To preserve the vibrant and inviting nature of the Downtown business district, the Champaign Police Department again is requesting to supplement Police with AGB Security Services, Inc. in the Summer and Fall of 2023. Under the proposed agreement, AGB's hours of service would remain the same, Thursday, Friday, and Saturday from 8 p.m. to 4 a.m., and they would remain available for additional hours at special events in the Downtown business district. If the contract is approved by Council, their services would be utilized from May 25, 2023 until January 1, 2024, or as close to that timeframe as possible when fully staffed.

Based upon the experience from the 2022 services provided by AGB, City staff recommend expanding the 2023 Downtown security program, increasing both the staffing provided by AGB and the services they will render. As such, AGB was asked to provide a proposal doubling the private security staff in Downtown to eight officers and two supervisors. To allow AGB to more directly engage during calls concerning health and safety, the proposed scope of services also includes that AGB officers be trained and certified to carry defensive tools, such as OC spray, during the 2023 season.

All AGB staff are trained to diffuse and de-escalate situations, but without appropriate tools, the 2022 security program saw individuals and large crowds ignoring their lawful commands. OC spray could be deployed as a defensive tool in the event AGB staff is faced with a situation involving great bodily harm or death. At their corporate level, AGB maintains a use of force policy, which is included with this report as Attachment A. Under the terms of the policy and the contract, AGB staff would only be authorized to use OC spray to prevent great bodily harm or death. Additionally, any use of OC spray would require immediate notification to a Champaign Police supervisor, and any person sprayed would be provided immediate decontamination and appropriate medical attention, as needed. Staff believes that utilizing AGB more fully in their public safety role will allow for other security measures to be eased, including road closures and parking restrictions seen in recent years.

6. AGB Sole Source Vendor. In May of 2022, after an RFP process where AGB was the sole responder, AGB was contracted to provide security services for the Downtown area. At the time, they were contracted for one year only, and the program was evaluated at the end of the one-year period. In 2022, staff from the Police and Neighborhood Services Departments spent over 100 hours coordinating with AGB staff to establish and update operating procedures for Downtown security. Moreover, AGB staff has made valuable connections to City staff, citizens, and Downtown business district property managers that have culminated in a level of familiarity and responsiveness that is essential to providing security in a largely commercial area. Staff recommends that a 2023 contract for services with AGB be approved as a single source purchase for the following reasons: (1) AGB was the only company that submitted a proposal to the original RFP in 2022; (2) AGB has gained valuable training and experience providing security services in the Downtown area; (3) AGB has developed relationships with City staff and Downtown businesses critical to providing responsive security; and (4) the City's need to have Downtown security services start as soon as May 2023.

a. Company Profile. AGB is a private security vendor headquartered in Chicago that offers physical and cyber security services to public and private organizations. AGB has operated for over 21 years and has over 1,300 employees, with operations in 13 states and the District of Columbia.

AGB is recognized as a Minority Business Enterprise (MBE) by the State of Illinois, the City of Chicago, and nationally by the National Minority Supplier Diversity Council (NMSDC). AGB is certified as a minority-owned, Champaign Diversity Advancement Program (CDAP) vendor. 95% of AGB's employees are minorities. Additional information about AGB's workforce is contained in Background section 7 of this report.

AGB is an ISO 9001:2015 certified organization, is a member of the American Society for Industrial Security (ASIS) International and is certified as an 8(a) small business by the United States Small Business Administration (SBA). ISO 9001 is an international standard that specifies quality management system requirements. Organizations use the standard to demonstrate the ability to consistently provide products and services that meet customer and regulatory requirements. ASIS International is a professional organization for security professionals and represents and supports security practitioners in the public and private sectors, providing education, training, and knowledge sharing on best practices. The federally funded SBA 8(a) program partners with other federal agencies and was created to help firms owned and controlled by socially and economically disadvantaged individuals. The program grants AGB the status of a pre-qualified supplier with the federal government.

AGB created a private security community policing service model for the City of Chicago's Special Services Areas (SSA) Program, covering contiguous industrial, commercial, and residential areas in Chicago. The SSA Program funds expanded services and programs through a localized property tax levy similar to a Business Improvement District. The enhanced services and programs, including security services, are in addition to those currently provided through the City of Chicago. AGB provides security services for nine of the 56 SSA Programs. AGB cites that their SSA Program involvement offers them the unique position to augment law enforcement services in Champaign.

b. Hiring. AGB security staff must meet these minimum requirements for hire: United States Citizenship or proof of ability to work in the United States, live scan fingerprints, Permanent Employee Registration Card (PERC), high school diploma or GED, and drug screen and background check. All staff members are also vetted by the Illinois Department of Financial & Professional Regulations.

c. Training. AGB security staff are trained at the AGB Institute, a 501(c)3 educational organization approved by the Illinois Board of Higher Education. AGB security staff, at minimum, receive the following training: 20 hours of unarmed training, 20 hours of armed training, and training in Active Shooter, CPR and AED, Customer Service, Crowd Control Management, Report Writing, Mechanics of Arrest, Mental Health First Aid, Soft Target Response, Social Distance Enforcement, Verbal De-escalation, and Weapons training (including less than lethal). SSA security officers are trained with approximately 200 hours of additional training, which they consider similar to law enforcement training. However,

AGB acknowledges that its security staff is not law enforcement, and their role would be only to assist the Police Department. AGB staff receive approximately 24-32 hours of continuous training annually.

AGB maintains a digital training records directory for all company employees, which would be available in a spreadsheet format. Training documents record dates of course/training, training subject, employee name, duration of the training, instructor, and employee evaluation (pass/fail). AGB ensures all records are current, accurate, legible, and dated and that the dates include revision dates when appropriate. Training records also satisfy relevant/applicable regulatory and/or legislative requirements.

d. Complaint Process. AGB maintains a formal complaint process separate from the City's process. Complaints made directly to AGB are received by an AGB operational head, who reviews and investigates the complaint. Complaints received by AGB are shared with the City. The Police Department and/or the Equity and Engagement Department also receive citizen complaints regarding AGB's services. The City reviews the incident and determines if its own investigation would be required. Complaints involving criminal misconduct allegations would be investigated by the Police Department and forwarded to the Champaign County State's Attorney's Office for the consideration of criminal charges.

During the evaluation of the 2022 contract term, Champaign Police received feedback that AGB's patrols lacked direction and needed to be focused in more lively areas of Downtown. Additionally, a customer service concern was raised with one AGB employee, and Champaign Police provided immediate direction to remedy the situation. For the 2023 contract, Champaign Police have assigned a Patrol Lieutenant to be on-shift during AGB's operating hours to promote better direction of private security and increased coordination between AGB and Police personnel.

7. Equal Opportunity in Purchasing Ordinance/CDAP. The City's Compliance Officer has reviewed AGB's submittal and CDAP forms and has determined that AGB's good faith efforts meet the Champaign Diversity Advancement Program (CDAP) requirements. The goals for this project are workforce participation of 20% MBE and 15% WBE. AGB has indicated that they will meet the Workforce Participation goals. AGB's Affirmative Action certificate is included with this report as Attachment B.

8. Staff Oversight of Downtown Security Services. The Police Department regularly coordinated with AGB for services in the Downtown business district in 2022 and will continue to do so in 2023. AGB will continue to proactively address minor order maintenance issues and request police assistance as needed but will be empowered to address additional concerns related to unruly crowds and fighting. The Police Department will also continue to utilize intelligence-led policing to manage and respond to emerging issues and share that information with AGB as deemed necessary. The Police Department will review the daily logs and incident reports generated by AGB and offer recommendations based on the review of that information. A sample AGB shift report is included as Attachment C.

The Police Department will continue to meet regularly with AGB staff, Neighborhood Ambassadors, and stakeholders to ensure collaborative communication and coordination in the Downtown business district. Coordination between the Police Department and AGB will assist in identifying areas that require more direct interaction with security or police personnel and those interactions that require a customer service approach better addressed by the Neighborhood Ambassadors Program. Regular briefings at the start of a shift will be incorporated as a part of this coordination and end-of-shift coordination meetings designed to share information and notes on incidents and emerging downtown security concerns.

9. Next Steps. Upon receiving Council direction, the City Manager will execute a contract with AGB to provide security services in the Downtown business district, with a target start date of May 25, 2023. City staff will schedule a stakeholder meeting to discuss the Downtown Security Services Program prior to implementation and continue to engage in regular communication with stakeholders and residents to solicit feedback during the term of the agreement.

F. Alternatives:

1. Approve the Council Bill to enter into an agreement with AGB for the provision of private security services in the Downtown business district as described in this report.
2. Do not approve the Council Bill and provide further direction to staff.

G. Discussion of Alternatives:

Alternative 1 would direct staff to enter into an agreement with AGB for the provision of private security services in the Downtown business district.

a. Advantages

- Supports the Council Goal “Our City Keeps Our Community Safe.”
- Will promote a sense of security and peace of mind for visitors, citizens, and business owners in the Downtown business district.
- Will provide a visible presence and improved customer service.
- Will support the Police Department by addressing quality of life and order maintenance issues, resulting in more immediate responses due to the dedication of resources specific to the Downtown business district.
- Will allow the Police Department to focus its efforts and resources to better balance and serve the needs of the Downtown and the City at large.

b. Disadvantages

- There are one-time and recurring costs associated with contracting for security services.
- Some community members may oppose the presence of private security staff on public property.

Alternative 2 would not approve the Council Bill and provide further direction to staff.

a. Advantages

- Specific advantages would depend upon the direction provided by Council.
- Staff resources would not be required to implement and administer the contract.
- Would allow Council to allocate these City funds for other purposes.

b. Disadvantages

- Police Department staff shortages will continue to limit staff's ability to respond to disorder issues in the Downtown area in a timely manner.
- Certain quality-of-life and order maintenance issues may go unaddressed.

H. Community Input: Before the start of the 2022 security program, City staff spoke with Downtown stakeholders about the prospect of a private security presence in the area. Business owners expressed support for the idea, including official correspondence at the April 19, 2022, City Council meeting from several business owners. Additionally, meetings with Downtown stakeholders to discuss concerns about late-night disorder and safety concerns in the Downtown area were held on several occasions throughout 2021 and 2022. The desire for a more regular and consistent law enforcement presence to proactively address order maintenance issues and deter illegal activity was a commonly expressed sentiment. Community feedback received during the Police listening sessions, study circles, and other Police Department community engagement efforts evidenced substantial support for increased services.

Input was sought from community stakeholders as AGB neared the end of their contract in December 2022. Based on their input, stakeholders indicated that they would prefer a visible police presence and action, but they realized current staffing would need supplemental assistance. The stakeholders also noted there should be more security to adequately address the crowds, and they should be equipped with some defensive tools to supplement their response.

Prior to the start of the 2023 Downtown Security program, City staff and Police leadership will meet with stakeholders from the Downtown business district. This initial meeting will take place in April, with monthly follow up meetings to be scheduled to occur throughout Summer and Fall 2023. These meetings will help to maintain an open dialogue, allowing Police leadership and stakeholders to discuss AGB's performance and assess any ongoing concerns in Downtown.

I. Budget Impact: As of March 29, 2023, the Police Department has 18 vacant positions. These vacancies result in salary and benefits costs being below budget authorization, resulting in salary savings. Based on the current vacancy level, there are sufficient funds from General Fund salary savings to cover the total cost of this contract in the current fiscal year, FY 2022/23. If Council approves this contract, the Administration will encumber the full amount of the contract, and the encumbrance will be built into the FY 2023/24 budget.

J. Staffing Impact: An estimated 35 hours of staff time - primarily from the Champaign Police Department, Equity & Engagement Department, City Manager's Office, Neighborhood Services,

and Legal Department – was put into research, development, and procurement of private security services in 2022. Approximately 100 hours were committed to the coordination of the Downtown security program in 2022. Additionally, staff from the Police Department spent nearly 20 hours in preparation of the proposed 2023 agreement with AGB, as well as the preparation of this report. Additional time from Police Department leadership will be required in managing and administering the agreement in 2023, including coordinating with the vendor in various operational aspects like scheduling, daily report logs, and incident reporting. Police and Neighborhood Services will continue to coordinate closely to assure that Police Department services, private security, and the Neighborhood Ambassador Program work effectively to promote Downtown safety and vibrancy.

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Attachment A: AGB Use of Force Policy
Attachment B: Affirmative Action Certificate
Attachment C: AGB Report Example

AGB Investigative Services

Use of Force Policy, Procedures, & Guidelines



Contents

Use of Force	3
Introduction	3
Accountability	3
Escalation of Force	4
Use of Force Model.....	5
Use of Force Model.....	6
Use of Force Factors	7
Use of Force Options	8
Levels of Subject Resistance	10
Situation Assessment - Plan/Act/Assess	11
Influencing Factors (Totality of Circumstances).....	12
Legal Articulation / Use of Force Reporting	13
The Seven Tactical Principles	14
Tactical Errors to Avoid.....	17
Tactics and Strategies	18
Aftermath of Critical Incident	20
Critical Stress Amnesia.....	22
Legal Articulation (After Major Incident).....	23
In Custody Deaths.....	25
Positional Asphyxia.....	25
Basic Physiology of a Struggle.....	26
Excited Delirium	31

Use of Force

Introduction

Possibly one of the most controversial issues in policing today is the proper application of force. Other than the odd "scuffle" as a child, many people have never been involved in an actual physical confrontation with another person. Society's perception of police use of force is often tainted through the media, television, and movies. Rarely do any of these accurately show reality.

The majority of law enforcement officers have no desire to engage in a physical confrontation during their duties. However, due to their mandate, the police are often called to deal with a violently resisting subject.

Police use of force is designed to gain control of a subject using no more force than is reasonably necessary, having regard firstly to officer safety and secondly to minimizing harm to the subject.

Police are required to control people's behavior to one of three ends:

- courts (dealt with according to the law)
- the institution (hospital or similar facility)
- release (breach of peace)

Accountability

Question **Where are constraints and/or rules for police use of force found?**

Answer **Use the acronym "C.O.P.S."**

C	riminal Code
O	peration
P	olicy
S	ocial Acceptance

Accountability At All Levels

- criminally
- civilly
- internally

"Bottom Line"

1. Force used must be reasonable.
2. Are your actions what a reasonable, well trained prudent officer would do, faced with a similar set of circumstances.

Escalation of Force

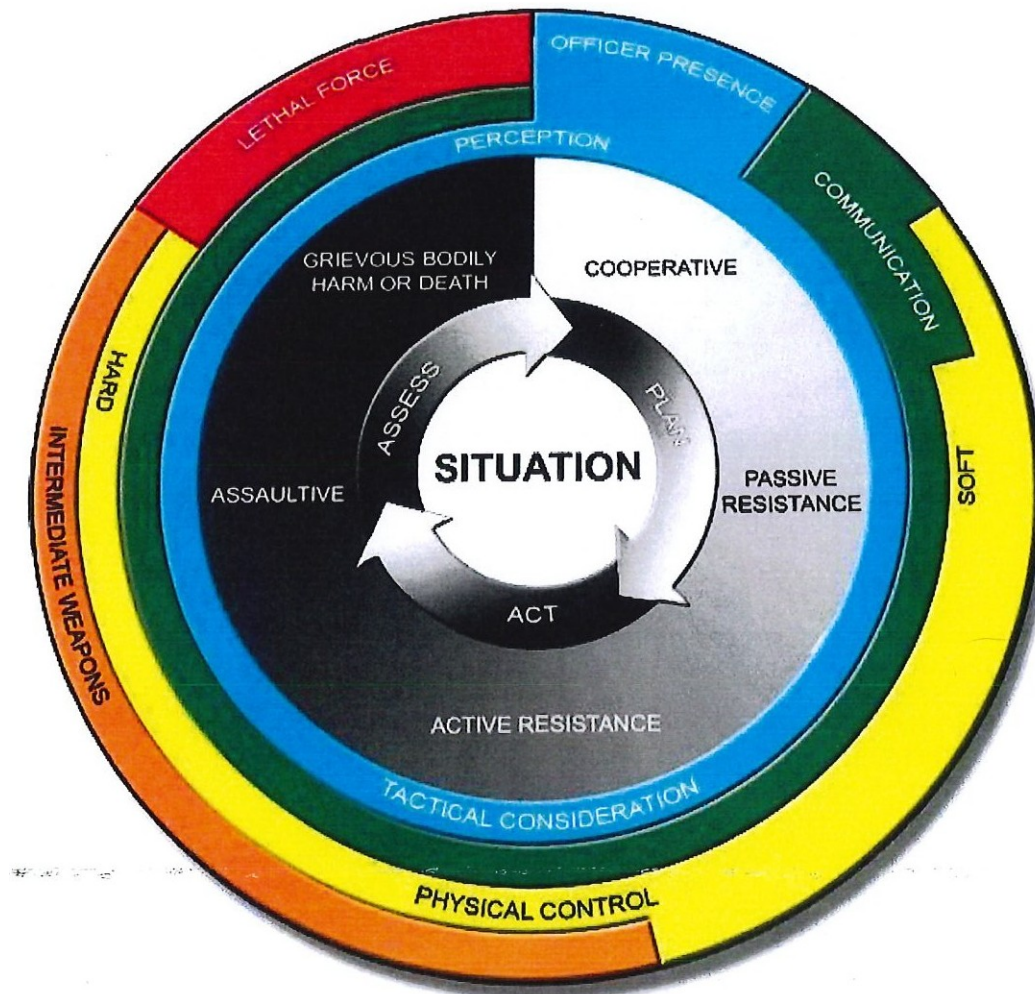
Force is escalated based upon the level of resistance or threat.

When do we escalate from non-physical force to physical force? (Verbal JudoInstitute)

Acronym - "**S.A.F.E.**"

S	ecurity Breach <ul style="list-style-type: none"> • Officer or others in danger or threatened • Property under control threatened
A	ttack <ul style="list-style-type: none"> • Officer's personal danger zone is threatened • Officer assaulted / pre-assault cues
F	light <ul style="list-style-type: none"> • Unlawfully fleeing and verbal commands ignored, one must physically prevent the escape
E	xcessive repetition / non-compliance <ul style="list-style-type: none"> • Exhausted all verbal options • Subject refuses to comply with lawful verbal commands

Use of Force Model



The officer continuously assesses the situation and selects the most reasonable option relative to those circumstances as perceived at that point in time.

1. The primary responsibility of a peace officer is to preserve and protect life.
2. The primary objective of any use of force is to ensure public safety.
3. Law enforcement officer safety is essential to public safety.

Use of Force Model

The Use of Force Model is one that both the public and police can understand and relate to. This theory is based on the concept of control. Police officers routinely deal with violent subjects and violent situations. The police role is to control this behavior, to end the violence, and have these people dealt with according to law.

It is important to note that there is no specific formula that governs a law enforcement officer's actions in particular situations. This is because every situation presents unique circumstances, such as environmental factors, officer capabilities and subject abilities. For this reason, an officer is required to assess the situation and determine the appropriate police response after reviewing the totality of the circumstances. Law enforcement officers are reminded that, the *Criminal Code* addresses the use of necessary force, provided the officer's assessment is based on reasonable grounds.

Use of Force Factors

Legal and effective methods of force occur when:

- o the method is reasonable
- o it is necessary
- o it is not overly aggressive under the circumstances presented

In order for police to use force to control a subject, three elements **MUST** exist:

1. WEAPON/MEANS

Did the subject have a weapon? (ie: fist, knife, bat, gun)

2. INTENT

Did the subject **demonstrate INTENT**. Did words and/or actions lead you to believe the subject had the intent to cause injury or death to you or others? (i.e: I'm going to kick your ass!)

3. DELIVERY SYSTEM/ABILITY

Did the subject have the ability to use his/her weapon? (ie: was subject sitting in car with the windows up with fists clenched or standing 3 feet away)

An assailant saying, "I will shoot you tomorrow" or "one of these days" does not constitute opportunity because the threat must be in the present and the danger or action must be imminent.

If the subject(s) has demonstrated the above noted elements, the officer is justified in using the force option most appropriate to control the subject(s). There are several considerations to keep in mind when controlling the subject(s). Below are a few of the considerations:

1. Was there a lower level of force available to gain control?
2. Did or could you identify yourself as a law enforcement officer?
3. Did or could you provide the subject(s) the opportunity to de-escalate his/her level of resistance towards you? (A warning)
There is an onus on the officer, if the situation allows, to provide the subject an opportunity to de-escalate. If the subject de-escalates, the member must de-escalate their use of force.
4. Did you identify the proper risk before intervening accordingly?
5. Was the target isolated? What would you hit if you missed the subject?

Use of Force Options

1. **Officer Presence** (*blue*) - appearance, uniform, reputation, physical stature, number of officers. Many people do not feel that presence is a force option, but in actual fact, a law enforcement officer's mere presence often influences or controls a person's behavior.
2. **Communication (Dialogue)** (*green*) - verbal skills in conjunction with non-verbal skills. Suggestions, advice, directions continuing through to loud, repetitive commands, in conjunction with facial expressions, stance, eye contact, etc. Dialogue is used continually with the rest of the force options. In fact, an extremely high percentage of all encounters with offenders are resolved at this level.
3. **Physical Control Soft/ Hard** (*yellow*) - there are various sub-levels of force within the empty hand option. Sub-levels of force include:
 - o Escort Position (implied force)
 - o Superior Physical Strength (size or numbers)
 - o Balance Displacement Techniques (throws, takedowns)
 - o Pain Compliance Techniques (joint locks, pressure points, etc.)
 - o Empty Hand or Weaponless Impact (stuns, strikes & kicks, using various parts of the anatomy)
4. **Intermediate Weapons/Weapons of Opportunity** (*orange*) - again there are various sub-levels in this force option. This option has relevance to modern day policing as technology is always inventing new methods for less than lethal force. Attempting to categorize each intermediate weapon would be confusing and unnecessary, as the Use of Force Model would become lengthy and constantly changing. This option represents an intermediate group of weapons between empty hand control and firearms. Sub-levels of force include:
 - o Oleoresin Capsicum Spray (implied force, targeted spray)
 - o Flash Bang Diversion (deployment)
 - o Tear Gas (warning, deployment)
 - o Impact Weapons (implied force & motor dysfunction strikes)
 - o Police Dogs (implied & biting)
 - o Arwen Gun (implied force & impact)
 - o Police Vehicles (implied & impact)
 - o Taser (implied & impact)
5. **Lethal Force** (*red*) - this includes the sidearm, shotgun, and various Tactics and Rescue Unit firearms. It would also include any other weapon or technique used in a manner that is likely or intended to cause Grievous

Bodily Harm or death. (i.e.: intentional punch to throat or baton strike to head)

"Law enforcement officers may use lethal force only when **necessary**, that is, when the officer has a **reasonable belief** that the subject of such force poses an **imminent danger of death or grievous bodily harm** to the officer or to another person."

The phrase "grievous bodily harm" has been held to mean a bodily injury that creates a substantial risk of death, causes serious permanent disfigurement, or results in long-term loss or impairment of the functioning of any bodily member or organ.

Necessary (Necessity)

Necessary means no other reasonable alternative is available to you. All other available means of preventing imminent and grave danger to you or other persons have failed or would be likely to fail. There is no safe alternative to using deadly force, and without it, you or others would face imminent and grave danger of death or grievous bodily harm.

An officer is not required to place him or herself, another officer, a subject or the public in unreasonable danger of death or serious physical injury before using deadly force.

Reasonable Belief

Reasonable belief, for purposes of this guide, means, facts and circumstances, including inferences and perceptions drawn by the officer when deadly force is used. The reasonable belief or decision must be viewed from the perspective of the officer on the scene, who may often be forced to make split second decisions in circumstances that are tense, unpredictable and rapidly evolving. Reasonable belief is not to be viewed from the calm vantage point of hindsight.

It is important to note that these are **FORCE OPTIONS** not **LEVELS OF FORCE**. If we were to categorize options into levels of force, we would see somewhere between 17 and 35 sub-levels of force, depending upon interpretation. In fact, some sub-levels of force under the various force options are on par with others. Certain intermediate weapons actually represent a lower level of force than some empty hand control tactics (eg - O.C. Spray is considered a lower level of force than physically striking a person in an area likely to cause injury).

For law enforcement officers different levels of force can be justified when lower levels of force are ineffective and or inappropriate and the use of higher levels of force are not justified or appropriate.

Levels of Subject Resistance

Law enforcement officer use of force is based on control. While in the course of their duties, law enforcement officers must often deal with subjects who exhibit all different types of behavior or levels of resistance. **The level(s) of resistance exhibited by a subject determines the level of control used by the officer.**

Levels of resistance are shown in the second inner circle of the Force Options Theory diagram. Although categorized for easy recognition, it is accepted that resistance levels will frequently overlap and cannot be categorized precisely.

1. **Cooperative** (*white*) - commonly known as a "Yes" person. This individual obeys all lawful orders and direction by an officer.
2. **Passive Resistance** (*light gray*) - this individual does not physically interfere with an officer's attempt at control but does nothing to assist. Common examples of this resistance would be "dead-weight", a protest "sit-in", and the body going limp, refusing to leave an area and not obeying a lawful order.
3. **Active Resistance** (*gray*) - this individual does not physically assault the officer, but actively resists in such a manner that will not allow the officer to control. Often accompanying this type of resistance is "Verbal Non-compliance" (refusing a lawful order or direction). Examples of this resistance are pulling away from the officer or attempting to flee.
4. **Assaultive** (*dark gray*) - this individual not only resists a Law Enforcement Officer's action, but also actually attempts to physically assault the officer. This type of resistance is sometimes preceded by "pre-assault" cues, commonly known as "Psychological Intimidation" (clenching of fists, facial expressions, threats, etc.), and verbal non-compliance. (Note: An officer would be justified to respond physically even against "pre-assault" cues).
5. **Grievous Bodily Harm or Death** (*black*) - this individual violently resists. The resistance level exhibited attempts to cause grievous bodily harm or death the officer. Examples of these actions are a subject attempting to disarm a Law Enforcement Officer where the officer fears grievous bodily harm or death or an attack with weapon the officer fears grievous bodily harm or death from.

The phrase "grievous bodily harm" has been held to mean a bodily injury that creates a substantial risk of death, causes serious permanent disfigurement, or results in long-term loss or impairment of the functioning of any bodily member or organ.



Situation Assessment - Plan/Act/Assess

This area is shown on the Use of Force Continuum in the inner circle.

THE ASSESSMENT PROCESS

The process of assessing a situation is threefold involving:

1. the situation
2. subject behaviors
3. officer's perception/tactical considerations

Careful consideration of all possible factors within each of the above categories, assists the officer in understanding and responding to situations, and in explaining to others how a particular situation was perceived, assessed and responded to.

The examples provided throughout this document are presented for the purpose of illustration and are by no means exhaustive.

During the course of their duties, an officer must constantly assess a situation, decide on a plan and subsequently act on that plan. Upon deciding on a plan, law enforcement officers have several force options in which to choose. The officer will select the option deemed most reasonable given the situation or resistance level. The "assess" process will continue throughout the situation.

It is important to recognize that two officers may respond differently to the same situation or resistance levels. Although certain factors may be the same in both situations (eg - number of subjects, demonstrated threat, environment), other factors differ (eg - officers' abilities and skills, officers' backgrounds). These latter factors affect how the officer assesses a situation and what option they believe most reasonable.

The variables are known as influencing factors.

Influencing Factors (Totality of Circumstances)

OFFICER CONSIDERATIONS

- o Size
- o Strength / overall fitness
- o Skills
- o Experience
- o Age
- o Fears
- o Gender
- o Sight, vision
- o Cultural background
- o Stress symptoms
- o Number of officers
- o Availability of back up
- o Reasonable perception of subject's ability and willingness to resist
- o Reasonable perception of imminent threat to public, self, or subject
- o Proximity to firearm
- o Position, distance, reaction time
- o Disengagement
- o Exhaustion, injury or disability

SUBJECT CONSIDERATIONS

- o Size
- o Strength
- o Skills (when demonstrated)
- o Age
- o Gender
- o Weapon(s)
- o Multiple Assailants
- o One subject facing one officer
- o One subject facing two or more officers
- o Multiple subjects facing one officer
- o Multiple subjects facing multiple officers
- o History of violence
- o Drug-induced
- o Goal-oriented
- o Mental state
- o Language barrier
- o CPIC information
- o Previous history, reputation

ENVIRONMENTAL CONSIDERATIONS

- o Friendly or hostile territory
- o Availability of physical cover
- o Proximity of back-up officers
- o Disengagement
- o Terrain (footing, effectiveness of force options)
- o Weather (footing, rain, snow, wind, visibility, effectiveness of force options)
- o Lighting (visibility, daylight, darkness, effectiveness of force options)
- o Physical position (rooftop, roadside, stairwell, cell area)
- o Cover, concealment
- o Other hazards

Legal Articulation / Use of Force Reporting

Reporting the use of force is critical. Such documentation is valuable as it provides information respecting the subject's behavior, demeanor and condition at the time of arrest. Post-incident documentation also provides the investigating law enforcement officer with a permanent record of subject and officer actions. This is important because law enforcement officers may be called upon to provide legal justification for their action's months and perhaps even years after the event. Proper documentation of the use of force will assist law enforcement officers with this important task.

It is extremely important that law enforcement officer's reports first report the subject's resistance and then the use of force that the officers used. By reporting the subject's actions first, the report will read the way the actual incident occurred rather than reporting the officer's use of force and then justifying it with the subject's actions! If the officer requires multiple strikes to the subject the officer should ensure that they articulate what the intended result was of the strike and at which point the subject complied by whatever means was necessary.

"JUSTIFY YOUR ACTIONS"

The force used by the law enforcement officer to manage the incident can be legally justified when proper grounds to use that method are present. The facts of the situation and the influencing factors (totality of circumstances) form the picture the police must react to. Legal Articulation of these factors is described as the process by which an officer can explain clear, concise, and effectively their perception of events that occurred before, during and after a force encounter and thereby justify his/her actions. **It is important to remember the justification is based on each individual officer's perceptions at the time of the event. Equally important is the fact these perceptions may differ from officer to officer as they recount their version of the same event.**

After a force encounter of any level, others may assess the law enforcement officer's actions. This assessment may be initiated internally or by any number of external processes. The "test" the police must pass is the determination that the level of force chosen and used falls within the authorities granted peace officers under the Criminal Code, and was a reasonable level used considering the facts at hand. The "test" will be conducted by analyzing information provided by all parties involved. The information provided may be in the form of investigative statements provided by the involved law enforcement officer(s) and or witness statements. Statements from the officer(s) involved maybe demanded or requested by external sources or by internal investigators.

Therefore, it is imperative the police are familiar with those authorities granted to them and the guidelines provided for them. Complete familiarization with Criminal Code use of force authorities, provincial regulations, and departmental use of force guidelines will assist the officer during the legal articulation of the use of force:

The Seven Tactical Principles

"Bad tactics should not be an excuse to escalate your level of force"

1. COVER

Cover is simply defined as protection for the officer from a perceived threat of injury or death. The officer's soft body armour is the most convenient cover available, if the officer is wearing it! It goes everywhere the officer does. The engine block of the officer's car, telephone poles, fire hydrants and mailboxes are other examples. Continual assessment of the environment at the scene, prior to and while confronting the individual(s) involved, will provide the officer with readily accessible cover if and/or when the officer needs it. The officer will not have to spend valuable survival time looking for cover. The officer will already have determined cover options if and/or when the situation escalates. The type of cover is dependent on the nature of the threat perceived by the officer. Ask this question when looking for and using cover. Will it prevent the threat from harming the officer?

Some confusion exists with respect to the term "concealment". Concealment is not cover. Concealment hides the officer from the assailant. Once the officer has been discovered, concealment will not always stop the threat directed towards the officer. Examples of

concealment is, darkness, bushes, car doors, interior walls, most doors, and the list goes on. Choose cover with the limitations of concealment in mind.

When confronted with a potentially dangerous threat, move to cover first. Once behind cover, the officer may find himself better able to function mentally. A sub-conscious level of security affords the officer the ability to re-assess, plan and react properly to the threat. The officer is also physically safer! For these important reasons the officer should deal with this type of situation from cover as much as possible. Do not leave cover unless tactically necessary. Whenever possible plan ahead and look for cover as you approach a situation. If the environment provides no immediate cover, creating distance between the officer and the threat is an excellent form of cover, even when dealing with firearms. The further the officer is from the subject the odds of being struck by his rounds decrease. Prior to intervening and or during the officer 's situation he should look for possible escape routes with which to tactically disengage if necessary.

Move to Cover While Responding

2. THREAT CUES

Threat cues are best defined as perceptions, either audible or visual, of a particular situation that **SHOULD** raise the officer's level of awareness and prepare him/her for any escalating confrontation that may occur. Looking for and reacting to the perceivable threat cues is a critical function of continual risk assessment. Some examples include, the subject conspicuously ignoring the officer, any exaggerated movements, ceasing all movement, and the thousand-yard stare. These are indications the subject is trying to formulate a plan in the officer's presence and not do what the officer instructs him/her to do. Threat cues may also be present throughout the environment the officer is working in. Tattoos, insignias, visible weapons, and weapons of opportunity are also good examples.

HANDS, HANDS, HANDS. Look for, demand to see, and watch the **hands**. They will deliver the threat or at the very least, telegraph the threat is about to be delivered.

3. TIME DISTANCE RATIO

Time distance ratio is also referred to as the "reactionary gap". Officer safety training has shown that a minimum of 30 feet between the officer and the subject is considered "safe" when the threat of a potential physical assault to the officer is possible. This distance is based on the premise the officer could react with the proper level of force and control the subject if he/she suddenly, without warning, charged the officer. Police proxemics is the term used to describe the distance between the officer and the subject. At any distance barriers can be a tactical advantage.

Examples of these barriers are endless, but each serves the purpose of forcing the subject to go around, through, or over something before he/she can get to the officer. The reactionary gap created allows the officer more time to assess and respond appropriately to the actions of the subject.

The greater the distance, the less vulnerable the officer will feel and the greater the response time will be. The less vulnerable the officer feels, the more appropriate force option is likely to be chosen.

4. ONE PLUS ONE RULE

This rule deals with confronting and handling subjects. "When the officer finds one subject, do not assume they are alone." "When the officer finds one weapon, do not assume it is the only one."

Be aware of "point men", "lookouts", "back-ups", prior to arriving and while on scene. The officer's plans and/or actions should be based on the continual risk assessment of the subject and the situation until the officer is sure of the number of subjects or weapons present. The officer should **REMAIN ALERT** especially after he/she feels they have control. The general philosophy is, "Do not drop your guard or relax too soon." Continue to assess the potential risk throughout the encounter.

Remember, the officer's level of force when dealing with a subject must be based on perceived threat cues or actions, not assumed threats.

5. VERBAL COMMUNICATION

How you talk during a confrontation can affect the outcome from the start. The officer must show a "Command Presence" by the tone of his/her voice. TAKE CHARGE. This command presence alone may be enough to diffuse the situation. The courts have also made it mandatory the officer identifies himself or herself as soon as a confrontation starts. Three simple words will cover the officer in this regard. "POLICE, DON'T MOVE!". The officer has identified himself or herself and put the onus on the subject to follow the officer's direction from this point on.

6. DE-ESCALATION

What can the officer do to lessen the danger? The officers primary concern in any confrontation is the safety of the public and him or her-self. The danger level of a situation can "escalate" beyond your control. At this point, the officer should ask them self the question "Am I in danger, am I incontrol? What can I do to lessen the danger to myself and those around me"? The officer can use various strategies to achieve this, whether it is through verbalization, tactical repositioning, and a call for back up or the use of specialty units. The continuous assessment of the threat level throughout the situation will determine which strategy will effectively de-escalate the danger to the officer and those around him or her.

7. WIN MENTALITY

The officer's survival is essential if he or she is to serve and protect the public and them self. This rule speaks for itself. The WIN mentality must be created and engraved in the officer's mind. Surviving can be perceived as persevering through injuries and stress to control a situation. Ideally, the officer's WIN mentality will include timely and continual risk assessment, proper planning and tactics that whenever possible will prevent injury to him or her-self and others while attempting to gain control. The officer must visualize him or her-self in control and surviving. The officer should mentally rehearse surviving any threatening situation heor she can imagine. Repeatedly visualizing success will instill the WIN mentality. The WIN Mentality will rise to the surface when the officer's safety or that of someone else is threatened.

DO NOT QUIT!

Tactical Errors to Avoid

In conjunction with the Seven Tactical Principles, there are corresponding tactical errors that have become painfully evident during the history of officer/subject confrontations.

1. Failure to skillfully find and use available cover.
2. Failure to watch the hands of the subject(s)
3. Closing the reactionary gap too soon, prior to a proper risk assessment.
4. Indecision. Acting without a plan.

5. Slow movement in open areas.
6. Failure to know where your next position is, when you move.
7. Losing sight of your objective. What is the officer trying to accomplish? Donot take foolish risks. It may not be necessary to engage in a weapon confrontation. Keep the ultimate goals in mind - safety and apprehension.
8. Being embarrassed to react safely and properly.
9. Failure to identify and locate targets. Search from near to far. Clear thearea you are in before moving to the next location.
10. Failure to hit with every shot.
11. Target fixation/tunnel vision. Look around!
12. Relaxing too soon. It may not be over. Stay covered and assume nothing. Subject everything and remain ready to react.

Tactics and Strategies

BE AWARE

When performing your duties, get into the habit of constantly scanning theenvironment. Note potential problems.

MAINTAIN EYE CONTACT

When engaged in conversation, maintain direct eye contact that is not threatening. Eye contact in non-combative situations shows confidence, internal strength, and most importantly, respect for the other person. Be aware of culturaldifferences.

LOOK CONFIDENT

Criminals can be expert observers of human behavior. Keep your head up andwalk with confidence and purpose. Avoid looking lost, fatigued, uncertain or preoccupied.

VOCAL CONTROL

The quality of your voice is lined to your demeanor. Anger, fear, and fatigue can easily be communicated via voice. Remain calm and in control. Vocal control involves tone, pitch, volume and tempo.

KEEP YOUR HANDS FREE

Always have at least one hand free and unoccupied. Allow the field interview stance to become a habit. Get those hands out of your pockets.

WEAR COMFORTABLE CLOTHING

Make sure your uniform is not restrictive. Tight clothing restricts your ability to run, move, and strike. Earrings can be torn from earlobes during a struggle. Make sure your clothing and footwear facilitate quick and free movement.

KEEP YOUR HAIR SHORT

Try to keep your hair short, especially at the back of your head. Long hair and ponytails can be used against you in a struggle. Long hair can impair vision and be pulled allowing an assailant to easily control and immobilize you.

Aftermath of Critical Incident

This checklist is not meant to be a comprehensive list of all steps or a rigid time line, but it may serve as a guide to protect the officer after the officer is involved in a shooting, a Use of Force critical incident or in custody death.

1. Secure the scene
2. Call for medical unit and render aid
3. Call for supervisor/response team
4. Broadcast lookout/Public Safety statement
5. Secure your weapon, do not reload if scene is secure, do not remove shell casings
6. Identify witnesses
7. Take photos with your cell phone
8. Avoid "hot debriefs"; do not give a recorded or written statement at the scene. Do not do a walk-thru with any investigator. Wait 48-72 hours before any interview except for a health and safety statement
9. Do not discuss with any officer the details of the incident
10. Seek medical attention as soon as you are taken from the scene
11. Contact your family but do not discuss the facts - assure of your safety
12. Eat and drink something (no alcohol)
13. Submit to a blood and urine test after consulting with your attorney if possible
14. Stay with a gate keeper for 48-72 hours. Get at least 2 or 3 sleep cycles before submitting to any interview
15. Consent a lawyer before any interview, remember Garrity does not protect you from civil liability and may not protect you from criminal liability
16. Get psychological support to deal with potential PTSD
17. Know your Weingarten Rights if you are represented by a union.

After a critical incident you are extremely likely to feel overwhelmed, you may have a severe sense of vulnerability, tension, difficulty sleeping. You have suffered trauma and your memory of the facts of the Critical Incident may very likely be distorted and incorrect. Your department should have a Trauma Intervention Team or Program to give you support you need. If your department does not have this expertise get an outside psychologist to help you through the trauma and stress.

Once you have had the opportunity to rest, consult with an attorney and/or union representative you then need to prepare for the interview/investigation that your department,

POST, the prosecutor and/or other State or Federal agencies may request. Some things you should do in preparation for this interview are as follows:

- A. Have an attorney present during the interview or debrief. Remember you police in a world where politicians, the press, the public, and maybe your department or a prosecutor second guess, questions and litigate the split-second decisions you made during the Critical Incident.
- B. Before the debrief for interview do your homework, listen to all radio transmissions, review photos, reports, videos and other materials that might refresh your memory. Your lawyer may also want you to go to scene.

During the interview remember anything you say can be used against you in any civil or potential criminal action even if you have been given Garrity warnings.

It is not unusual for you to have cognitive dissonance for weeks or months after a Critical Incident and you may find your memory of the

event does not mesh with the facts at the scene.

During the interview or debrief answer the questions honestly. Do not be afraid to say, "I do not know, or I do not remember".

Remember you are still suffering from the trauma of the event. Tell your story to your lawyer but do not feel compelled to tell your story during an interview, that is your lawyer's job. Your job is to answer only the questions that are asked, not to volunteer information you think the person conducting the interview should ask.

Critical Stress Amnesia

Critical Stress Amnesia can be defined as the physiological basis and the implications of memory loss during extreme survival stress situations.

Officers who encounter an extremely stressful situation will consistently exhibit difficulty in transferring information into long term memory. Particular memory related phenomenon in traumatic situations include:

1. During the actual incident there is usually a "sensory overload" combined with a "fixation" on some particular aspect of the critical incident, often to the exclusion of all else.
2. Immediately after the incident, "post-incident amnesia" will often result in a failure to remember the majority of the information observed in the incident.
3. After a healthy night's sleep there is usually a "memory recovery" which will result in the remembering the majority of what occurred, and this memory is probably the most "pure."

4. Within 72 hours the final and most complete form of memory will occur, but it will be at least partially "reconstructed" (and therefore somewhat "contaminated") after the inevitable process of integrating available information from all other sources (media).

Legal Articulation (After Major Incident)

- An officer will fixate on major threat cues but cues on the periphery of the visual system may not be processed into memory. This explains why individuals sometimes fail to remember "seeing" individuals or cues immediately adjacent to the threat.
Make copious notes
- Be aware that your memory will be altered by stress and your inability to remember is a direct result of Survival Stress.

POSITIONAL ASPHYXIA

In Custody Deaths

Positional Asphyxia

One of the biggest fears surrounding law enforcement today is having a subdued individual die while in our custody.

This syndrome called "sudden in-custody death" often reveals that previous to the death, the subject engaged in a violent struggle with the police with the subject displaying unresponsive behavior. In most cases the force used by police was not sufficient enough to cause the death. Due to the nature of the death, officers must justify their actions, which are often viewed by the public with some suspicion.

It was once believed that many of the sudden in-custody death cases could be explained solely through a little known phenomenon called positional asphyxia.

We will examine factors found to precipitate positional asphyxia and recommendations to ensure subject safety and minimize the risk of death.

Positional asphyxia - death as a result of body position that interferes with one's ability to breathe - as it occurs within a confrontational situation involving law enforcement officers.

The ability to breathe involves the interaction of:

- o the chest wall
 - o the diaphragm
 - o muscles of the rib cage and abdomen
-
- interference with any of these could cause asphyxia (reduced oxygen)
 - one of the variables that is important when restraining individuals is the position of the arrested person; particularly a facedown position for an extended period of time after a violent struggle.
 - in this position the subject has difficulty breathing, which disturbs the body chemistry, setting up a situation where the heart goes into standstill.

Basic Physiology of a Struggle

Officers restrain a subject in the maximal restraint position. A person lying on his stomach has trouble breathing when pressure is applied to his back.

The solution seems simple: get the pressure off of the back. Often though, the situation is compounded by a vicious cycle of subject resistance and officer restraint:

- Subject is restrained facedown and breathing may become difficult.
 - Weight is applied to the subject's back. The more weight, the more severe the compression.
- The subject struggles more violently, due to a natural reaction to oxygen deficiency.
- Subsequently, the officer applies more compression to subdue the subject.

PREDISPOSING FACTORS TO POSITIONAL ASPHYXIA

Certain factors may render some individuals more susceptible to positional asphyxia, particularly when placed in a facedown position after a violent struggle:

- Obesity (beer belly)
- Alcohol and high drug use (cocaine, PCP, amphetamines)
- An enlarged heart (renders an individual more susceptible to a cardiac arrhythmia under conditions of low blood oxygen and stress)

SIGNS AND SYMPTOMS OF POSITIONAL ASPHYXIA

- Labored breathing
- Gurgling or gasping noises when attempting to breathe
Period of silence after an intense struggle
- Unconsciousness

QUESTIONS AND ANSWERS

QUESTION Why prone out a subject if this position contributes to positional asphyxia?

ANSWER Law enforcement officers across North America will almost without exception attempt to get a combative subject in the prone position. In order to gain control and handcuff a combative person, law enforcement officers are taught to first take the person to the ground in order to gain control and then apply handcuffs. The ground can be used as a stable platform that an officer can use to establish a mechanical advantage. Officers will work to position him or herself behind the subject, where the danger posed by the subjects "weapons" (hands, feet, knees, elbows, teeth etc.) is significantly reduced and the officer is best able to manipulate control of the subject safely and efficiently.

QUESTION It is documented that the quicker control is gained by police and the subject removed from the prone position, the better his chances of survival are. What is the best way to get control fast?

ANSWER It would appear the fastest and safest ways to gain control are the TASER and team tactics. Training in both is extremely paramount.

QUESTION How can law enforcement officers work as a team once they have gained control of the subject?

ANSWER It is extremely common (and well documented) when a person is physically involved in a struggle to get tunnel vision or become goal oriented, where the goal is for the threat to show signs of stopping or giving up. Teamwork is important in these instances. It is important for all the law enforcement officers that are involved in a struggle with a subject to firstly, be aware of the signs and symptoms of exiled delirium and positional asphyxia and secondly, to be aware and alert all those involved in the struggle that control (i.e. hands and legs cuffed) is gained. Once control is gained, the subject should be immediately taken off his stomach (if he was proned out), and depending on the circumstances either placed in supine position, side position (attempting left side down), the recovery position or placed in a seated position.

If the number of law enforcement officers attempting to control the subject allow, a law enforcement officer should be situated by the subject's head area. This law enforcement officer would be responsible for viewing any signs of distress and/or injury to the subject. When possible, this is the best solution, however in a dynamic situation it may not be feasible. Each law enforcement officer needs to be aware and watch for control to be gained and/or respiratory distress and immediately notify his/her colleagues accordingly.

QUESTION What about hog-tying or modified hog-tying a subject?

ANSWER Research into hog-tying (modified or not) a subject and the effect this has on the Subject's ability to breathe is somewhat controversial. Many experts agree that any form of hog-tie can interfere with the ability for the subject to breathe, particularly if the subject is obese. Hog-tying a subject is dangerous.

QUESTION What is the difference between prone containment and prone restraint?

ANSWER Prone containment is the brief physical holding of an individual prone for the purposes of gaining quick control of an aggressive and agitated individual. Law enforcement officers need to prone out a subject for the purpose of gaining quick control. Prone restraint is the extended restraint (either physical or mechanical) of an individual. This may include holding an individual past the time of immediate struggle. All law enforcement officers need to understand that once control is gained and the subject's limbs are mechanically restrained, the subjects' position should be changed from prone to one that will not interfere with normal respiration.

QUESTION What effect does weight on the subjects back have?

ANSWER Normal respiration is extremely difficult when a person (especially one who is obese), is positioned prone and handcuffed, with the weight on his back. This position tends to compress the persons diaphragm, which needs to expand in order for air to fill the lungs. It is vital for all law enforcement officers to have a thorough understanding of this effect.

The tragedy lies in the fact that once a subject is proned with pressure and/or weight being applied to his/her back; the struggle to escape and continue the altercation can quickly give way to a struggle to simply breathe. It is highly unlikely that the law enforcement officer would be able to tell the difference.

Even in a situation where a subject continues to struggle, once a subject is under control with the use of restraints, it would be prudent, with proper training, for the arresting officers to immediately change the subject's position that enhances proper breathing. Once a subject's hands and legs are mechanically (cuffed) restrained, his ability to cause harm to himself or others can be controlled by law enforcement officers.

Due to the nature of the law enforcement officer's job and the need to control subjects, we need to place subjects in the prone position in order to gain control and restrain them. Putting as many safeguards into effect as possible will enhance the safety and well being of these subjects and possibly prevent future loss of life.

DOCUMENTATION

Officers involved in these types of situations should collect information that may assist in any civil or criminal action.

NOTE THE FOLLOWING

Nature of the post-arrest restraint procedure. Type of restraint used.
How long was subject face down and/or restrained.
How was the subject transported? What position during transport?
How long did the transport phase last? What observations were made of the subject's condition?

EXCITED DELIRIUM

Excited Delirium

Excited Delirium is described as:

"A state of extreme mental and physiological excitement, characterized by extreme agitation, hyperthermia, hostility, exceptional strength and endurance without apparent fatigue" (Source: Morrison, A. & Sadler, D. (2001). Death of a psychiatric patient during physical restraint. Excited Delirium-a case report. Medicine Science and Law, 41(1), pp. 46-50).

According to the medical literature, there appears to be three specific groups of people who are most prone to sudden and unexpected death proximal to restraint attributed to excited delirium:

1. Those who are suffering from psychiatric illness (bipolar, schizophrenia). This is also noted in a study where both agitated and non-agitated subjects suffering from schizophrenia died suddenly and unexpectedly (Rosh, Sampson, & Hirsch, 2003.)
2. Those who are chronic illicit stimulant substance abuse users (cocaine, methamphetamines) including marijuana and alcohol.
3. Combination of mental illness and substance abuse.

Excited Delirium includes a series of bizarre behaviors, which include:

- o Psychosis
- o Violent behavior
- o Extraordinary strength
- o Hallucinations
- o Undressing in public
- o Hiding behind bushes, trees or cars
- o Hearing voices
- o Seizures
- o Thrashing after restraint
- o Yelling
- o Hyperactivity
- o Extreme paranoia
- o Incoherent shouting
- o Vigorous resistance
- o Flight behavior (typical)
- o Unintelligible speech/ animal sounds
- o Overheating (hyperthermia)

- o Sweating
- o Bizarre and violent behavior (often thrashing out at glass or shiny objects)
- o Impervious to pain (O.C. spray, pain compliance techniques ineffective)
- o Hot to touch / no sweat (bone dry)
- o Self-inflicted injuries

Subjects who exhibit these symptoms are among those most likely to be at an increased risk of death following a struggle with the police.

When law enforcement officers are dealing with those experiencing excited delirium, both manias specific to psychiatric illness, as well as drug induced psychosis, often present themselves outwardly in the same manner. Based on the basic level of medical training provided to law enforcement officers, it is unreasonable to expect to make any medical assessment to differentiate between the three causes of excited delirium.

POLICE ACTIONS

1. We still have to get control of subjects.
2. Realize the subjects presenting these signs and symptoms are in a medical emergency. When possible call for ambulance assistance (advanced life support is best) before intervention.
3. Weigh the need for immediate control against the risk to the subject.
4. ****Remove the subject from the maximal prone position as soon as possible****.
5. Do not allow ambulance to transport in the maximal prone position.
6. Go with ambulance and brief emergency room staff.

Getting control of a subject in the state of excited delirium is usually no easy task. However, once control is gained you must be very aware of jeopardizing the subject's safety by placing him in a position that interferes with his ability to breathe - positional asphyxia.

CONCLUSION

PREVENTION OF SUDDEN IN-CUSTODY DEATHS STARTS WITH KNOWLEDGE OF EXCITED DELIRIUM AND RESTRAINING METHODS. REGARDLESS OF THE SUBJECT'S BEHAVIOUR ONCE **IN** POLICE CONTROL, WE ARE RESPONSIBLE FOR THEIR SAFETY.

EXCITED DELIRIUM IS A MEDICAL EMERGENCY AND NEEDS TO BE TREATED AS SUCH

APPENDIX

Concealed Carry

Federal HR 218 and SB 189 permit "Qualified" active duty law enforcement officers to carry concealed firearms

- Must have on your person identification from the employing department as an active duty law enforcement officer
- Review department policy regarding off-duty carry of agency-issued firearm
- Remember, federal concealed carry laws provide affirmative defense only against violation of state concealed carry laws. Civil and criminal liability may exist if actions deviate from that permitted by state or federal law

Firearm Safety

General Safety Guidelines:

On Duty

- Keep firearm loaded
- Keep finger off the trigger until target in sight
- Never handle firearm under the influence of drugs or alcohol

Off Duty

- Keep weapon concealed (do not remove from holster in public unless intent to use it for defense of life)
- Keep safe distance from adversary when carrying or holding firearm
- Review department policy on the storage of your agency issued weapon

Maintenance

- Regular maintenance of a firearm is essential for its reliable functionality.
- Review and follow cleaning and maintenance procedures regularly.

Storage Considerations

- Always follow department policy on the storage of your agency issued weapon
- Consider storing the firearm in a locked case or cabinet and secure ammunition separate from the firearm.

Ethical Issues in the Use of Force

Every active duty law enforcement officer retains his or her own moral beliefs. Ethically, active duty law enforcement officers must rely on the guidelines set by their department's policy and the law. Their actions will be judged by the "reasonable person" and the "reasonable belief" standards described herein.

Remember: if you use force when not allowed OR use more force than that which is allowed by law, you may be sued, prosecuted and/or fired. You may also be held liable for failure to intervene where use of excessive force occurs in your presence and you fail to take measures to stop it from continuing.

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ANNUAL FIREARMS QUALIFICATION: A REVIEW OF USE OF FORCE WITH A FIREARM FOR ACTIVE DUTY LAW ENFORCEMENT OFFICERS



Illinois Law Enforcement Training and Standards Board

The material in this brochure is a review of the Use of Force laws in the State of Illinois that affect active duty law enforcement officers.

This document is not meant to provide legal counsel. Officers should refer to the Use of Force policy of their department as their guide in decision-making.

Peace Officer Firearms Training Act

Peace Officer Firearms Training Act (50 ILCS 710/1) – Definitions

Peace Officer: (i) any person who by virtue of his office or public employment is vested by law with a primary duty to maintain public order or to make arrests for offenses, whether that duty extends to all offenses or is limited to specific offenses, and who is employed in such capacity by any county or municipality or (ii) any retired law enforcement officers qualified under federal law to carry a concealed weapon

Firearm: any weapon or device defined as a firearm in Section 1.1 of “An Act relating to the acquisition, possession, and transfer of firearms and firearm ammunition, to provide a penalty for the violation thereof and to make an appropriation in connection therewith,” approved August 3, 1967, as amended.

Training may be the difference in protecting an active duty law enforcement officer from civil or criminal liability when using deadly force

Legal Aspects of the Use of Force

It is imperative that every active duty law enforcement officer review and follow his or her department’s use of force policy. The following is a summary of the laws of the State of Illinois and the Illinois Constitution relating to the use of force.

Illinois Use of Force Laws (720 ILCS 5/7 et seq)

5/7-1 Defense of Person

- Reasonable belief that conduct necessary to defend self or another against third party’s imminent use of unlawful force
- Deadly force only if reasonable belief that such force is necessary to prevent imminent death or great bodily harm to self or another, or to prevent the commission of a forcible felony (720 ILCS 5/2-8)

5/7-2 Defense of Dwelling

- Reasonable belief that conduct necessary to prevent or terminate such other’s unlawful entry into or attack upon a dwelling
- Deadly force only if entry is made or attempted in violent, riotous or tumultuous manner and necessary to prevent assault or personal violence to occupants, or to prevent the commission of a felony

5/7-3 Defense of Other Property

- Reasonable belief such conduct necessary prevent or terminate another’s trespass.
- Deadly force only if necessary to prevent commission of forcible felony

5/7-5 In Making an Arrest (Peace Officer)

- Officer need not retreat or desist when someone resists
- Force justified with reasonable belief that conduct necessary to effect the arrest and defend self or another from bodily harm
- Deadly force only if reasonable belief that such force is necessary to prevent death or great bodily harm, or the arrest from being defeated by resistance or escape; **AND**
 - Person to be arrested has committed forcible felony involving infliction or threat of great bodily harm,
 - Attempt to escape by use of deadly weapon, or
 - Person to be arrested indicates that he/she will endanger human life or inflict great bodily harm if not arrested without delay

5/7-6 Private Person in Making an Arrest

- Any force which would be justified in using if summoned or directed by peace officer
- Deadly force justified only if reasonable belief that such force is necessary to prevent death or great bodily harm to self or another

5/7-8 What is Deadly Force?

- Force likely to cause death or great bodily harm including, but not limited to:
 - firing a firearm in the direction of the person to be arrested without intent to kill or inflict great body harm; and
 - firing a firearm at a vehicle in which the person to be arrested is riding
- Discharge, by peace officer, of a firearm using ammunition designed to disable or control without creating the likelihood of death or great bodily harm shall not be considered deadly force

5/7-9 Prevention of Escape

- Use of such force as necessary to prevent escape as would be justified in making the arrest.

Reasonable...

- Reasonable belief: The person concerned, acting as a reasonable person, believes that the described facts exist
- Reasonable Force: minimum amount of lawful aggression sufficient to achieve legitimate law enforcement objective
- Totality of the circumstances: Age, alternative means, continuing danger, presence of weapons, resources available likelihood of danger, presence of bystanders
- In the law, the totality of the circumstances test refers to a method of analysis where decisions are based on all available information rather than bright-line rules. Under the totality of the circumstances test, courts focus “on all the circumstances of a particular case, rather than any one factor.”

Protections of the U.S. Constitution

4th Amendment prohibition of unreasonable search and seizure

- Excessive Force may be 4th amendment violation resulting in criminal liability
- Tennessee v. Garner, 471 US 1 (1985): The use of deadly force against a fleeing felony must take into consideration the on-going danger presented by the suspect.
- Danger presented by fleeing suspect is important

8th Amendment prohibition of cruel and unusual Punishment

- Excessive force on prisoner may be 8th Amendment violation resulting in criminal and/or civil liability

What is “reasonable”?

- Depends on the facts and circumstances of each particular case including the severity of the crime, the immediate threat to safety of officers and others, whether the suspect is resisting arrest, etc. Graham v. Connor, 490 U.S. 386 (1989).

Information maintained by the Legislative Reference Bureau

Updating the database of the Illinois Compiled Statutes (ILCS) is an ongoing process. Recent laws may not yet be included in the ILCS database, but they are found on this site as Public Acts soon after they become law. For information concerning the relationship between statutes and Public Acts, refer to the Guide.

Because the statute database is maintained primarily for legislative drafting purposes, statutory changes are sometimes included in the statute database before they take effect. If the source note at the end of a Section of the statutes includes a Public Act that has not yet taken effect, the version of the law that is currently in effect may have already been removed from the database and you should refer to that Public Act to see the changes made to the current law.

**CRIMINAL OFFENSES
(720 ILCS 5/) Criminal Code of 2012.**

(720 ILCS 5/6-4) (from Ch. 38, par. 6-4)

Sec. 6-4. Affirmative Defense. A defense based upon any of the provisions of Article 6 is an affirmative defense except that mental illness is not an affirmative defense, but an alternative plea or finding that may be accepted, under appropriate evidence, when the affirmative defense of insanity is raised or the plea of guilty but mentally ill is made. (Source: P.A. 82-553.)

(720 ILCS 5/Art. 7 heading)

ARTICLE 7. JUSTIFIABLE USE OF FORCE; EXONERATION

(720 ILCS 5/7-1) (from Ch. 38, par. 7-1)

Sec. 7-1. Use of force in defense of person.

(a) A person is justified in the use of force against another when and to the extent that he reasonably believes that such conduct is necessary to defend himself or another against such other's imminent use of unlawful force. However, he is justified in the use of force which is intended or likely to cause death or great bodily harm only if he reasonably believes that such force is necessary to prevent imminent death or great bodily harm to himself or another, or the commission of a forcible felony.

(b) In no case shall any act involving the use of force justified under this Section give rise to any claim or liability brought by or on behalf of any person acting within the definition of "aggressor" set forth in Section 7-4 of this Article, or the estate, spouse, or other family member of such a person, against the person or estate of the person using such justified force, unless the use of force involves willful or wanton misconduct.

(Source: P.A. 93-832, eff. 7-28-04.)

(720 ILCS 5/7-2) (from Ch. 38, par. 7-2)

Sec. 7-2. Use of force in defense of dwelling.

(a) A person is justified in the use of force against another when and to the extent that he reasonably believes that such conduct is necessary to prevent or terminate such other's unlawful entry into or attack upon a dwelling. However, he is justified in the use of force which is intended or likely to cause death or great bodily harm only if:

(1) The entry is made or attempted in a violent, riotous, or tumultuous manner, and he reasonably believes that such force is necessary to prevent an assault upon, or offer of personal violence to, him or another then in the dwelling, or

(2) He reasonably believes that such force is necessary to prevent the commission of a felony in the

dwelling.

(b) In no case shall any act involving the use of force justified under this Section give rise to any claim or liability brought by or on behalf of any person acting within the definition of "aggressor" set forth in Section 7-4 of this Article, or the estate, spouse, or other family member of such a person, against the person or estate of the person using such justified force, unless the use of force involves willful or wanton misconduct.

(Source: P.A. 93-832, eff. 7-28-04.)

(720 ILCS 5/7-3) (from Ch. 38, par. 7-3)

Sec. 7-3. Use of force in defense of other property.

(a) A person is justified in the use of force against another when and to the extent that he reasonably believes that such conduct is necessary to prevent or terminate such other's trespass on or other tortious or criminal interference with either real property (other than a dwelling) or personal property, lawfully in his possession or in the possession of another who is a member of his immediate family or household or of a person whose property he has a legal duty to protect. However, he is justified in the use of force which is intended or likely to cause death or great bodily harm only if he reasonably believes that such force is necessary to prevent the commission of a forcible felony.

(b) In no case shall any act involving the use of force justified under this Section give rise to any claim or liability brought by or on behalf of any person acting within the definition of "aggressor" set forth in Section 7-4 of this Article, or the estate, spouse, or other family member of such a person, against the person or estate of the person using such justified force, unless the use of force involves willful or wanton misconduct.

(Source: P.A. 93-832, eff. 7-28-04.)

(720 ILCS 5/7-4) (from Ch. 38, par. 7-4)

Sec. 7-4. Use of force by aggressor. The justification described in the preceding Sections of this Article is not available to a person who:

(a) is attempting to commit, committing, or escaping after the commission of, a forcible felony; or

(b) initially provokes the use of force against himself, with the intent to use such force as an excuse to inflict bodily harm upon the assailant; or

(c) otherwise initially provokes the use of force against himself, unless:

(1) such force is so great that he reasonably believes that he is in imminent danger of death or great bodily harm, and that he has exhausted every reasonable means to escape such danger other than the use of force which is likely to cause death or great bodily harm to the assailant; or

(2) in good faith, he withdraws from physical contact with the assailant and indicates clearly to the assailant that he desires to withdraw and terminate the use of force, but the assailant continues or resumes the use of force.

(Source: Laws 1961, p. 1983.)

(720 ILCS 5/7-5) (from Ch. 38, par. 7-5)

Sec. 7-5. Peace officer's use of force in making arrest. (a) A peace officer, or any person whom he has summoned or directed to assist him, need not retreat or desist from efforts to make a lawful arrest because of resistance or threatened resistance to

the arrest. He is justified in the use of any force which he reasonably believes to be necessary to effect the arrest and of any force which he reasonably believes to be necessary to defend himself or another from bodily harm while making the arrest. However, he is justified in using force likely to cause death or great bodily harm only when he reasonably believes that such force is necessary to prevent death or great bodily harm to himself or such other person, or when he reasonably believes both that:

(1) Such force is necessary to prevent the arrest from being defeated by resistance or escape; and

(2) The person to be arrested has committed or attempted a forcible felony which involves the infliction or threatened infliction of great bodily harm or is attempting to escape by use of a deadly weapon, or otherwise indicates that he will endanger human life or inflict great bodily harm unless arrested without delay.

(b) A peace officer making an arrest pursuant to an invalid warrant is justified in the use of any force which he would be justified in using if the warrant were valid, unless he knows that the warrant is invalid.

(Source: P.A. 84-1426.)

(720 ILCS 5/7-5.5)

Sec. 7-5.5. Prohibited use of force by a peace officer.

(a) A peace officer shall not use a chokehold in the performance of his or her duties, unless deadly force is justified under Article 7 of this Code.

(b) A peace officer shall not use a chokehold, or any lesser contact with the throat or neck area of another, in order to prevent the destruction of evidence by ingestion.

(c) As used in this Section, "chokehold" means applying any direct pressure to the throat, windpipe, or airway of another with the intent to reduce or prevent the intake of air. "Chokehold" does not include any holding involving contact with the neck that is not intended to reduce the intake of air.

(Source: P.A. 99-352, eff. 1-1-16; 99-642, eff. 7-28-16.)

(720 ILCS 5/7-6) (from Ch. 38, par. 7-6)

Sec. 7-6. Private person's use of force in making arrest.

(a) A private person who makes, or assists another private person in making a lawful arrest is justified in the use of any force which he would be justified in using if he were summoned or directed by a peace officer to make such arrest, except that he is justified in the use of force likely to cause death or great bodily harm only when he reasonably believes that such force is necessary to prevent death or great bodily harm to himself or another.

(b) A private person who is summoned or directed by a peace officer to assist in making an arrest which is unlawful, is justified in the use of any force which he would be justified in using if the arrest were lawful, unless he knows that the arrest is unlawful.

(Source: Laws 1961, p. 1983.)

(720 ILCS 5/7-7) (from Ch. 38, par. 7-7)

Sec. 7-7. Private person's use of force in resisting arrest.

A person is not authorized to use force to resist an arrest which he knows is being made either by a peace officer or by a private person summoned and directed by a peace officer to make the arrest, even if he believes that the arrest is unlawful and the arrest in fact is unlawful.

(Source: P.A. 86-1475.)

(720 ILCS 5/7-8) (from Ch. 38, par. 7-8)

Sec. 7-8. Force likely to cause death or great bodily harm.

(a) Force which is likely to cause death or great bodily harm, within the meaning of Sections 7-5 and 7-6 includes:

(1) The firing of a firearm in the direction of the person to be arrested, even though no intent exists to kill or inflict great bodily harm; and

(2) The firing of a firearm at a vehicle in which the person to be arrested is riding.

(b) A peace officer's discharge of a firearm using ammunition designed to disable or control an individual without creating the likelihood of death or great bodily harm shall not be considered force likely to cause death or great bodily harm within the meaning of Sections 7-5 and 7-6.

(Source: P.A. 90-138, eff. 1-1-98.)

(720 ILCS 5/7-9) (from Ch. 38, par. 7-9)

Sec. 7-9. Use of force to prevent escape.

(a) A peace officer or other person who has an arrested person in his custody is justified in the use of such force to prevent the escape of the arrested person from custody as he would be justified in using if he were arresting such person.

(b) A guard or other peace officer is justified in the use of force, including force likely to cause death or great bodily harm, which he reasonably believes to be necessary to prevent the escape from a penal institution of a person whom the officer reasonably believes to be lawfully detained in such institution under sentence for an offense or awaiting trial or commitment for an offense.

(Source: Laws 1961, p. 1983.)

(720 ILCS 5/7-10) (from Ch. 38, par. 7-10)

Sec. 7-10. Execution of death sentence.

A public officer who, in the exercise of his official duty, puts a person to death pursuant to a sentence of a court of competent jurisdiction, is justified if he acts in accordance with the sentence pronounced and the law prescribing the procedure for execution of a death sentence.

(Source: Laws 1961, p. 1983.)

(720 ILCS 5/7-11) (from Ch. 38, par. 7-11)

Sec. 7-11. Compulsion.

(a) A person is not guilty of an offense, other than an offense punishable with death, by reason of conduct that he or she performs under the compulsion of threat or menace of the imminent infliction of death or great bodily harm, if he or she reasonably believes death or great bodily harm will be inflicted upon him or her, or upon his or her spouse or child, if he or she does not perform that conduct.

(b) A married woman is not entitled, by reason of the presence of her husband, to any presumption of compulsion or to any defense of compulsion, except that stated in subsection (a).

(Source: P.A. 96-710, eff. 1-1-10.)

(720 ILCS 5/7-12) (from Ch. 38, par. 7-12)

Sec. 7-12. Entrapment.

A person is not guilty of an offense if his or her conduct is incited or induced by a public officer or employee, or agent of either, for the purpose of obtaining evidence for the prosecution of that person. However, this Section is inapplicable if the person was pre-disposed to commit the offense and the public officer or employee, or agent of either, merely affords to that person the opportunity or facility for

committing an offense.
(Source: P.A. 89-332, eff. 1-1-96.)

FIRST- STAY CALM. REMEMBER THAT YOU ARE A WELL-TRAINED PROFESSIONAL.

SECOND- KNOW YOUR RIGHTS:

- 1) I WANT MY ATTORNEY PRESENT FOR ANY AND ALL QUESTIONING. (6TH AMENDMENT- *ONCE YOU ASK FOR AN ATTORNEY, LAW ENFORCEMENT ARE NOT ALLOWED TO ASK YOU ANY QUESTIONS.*)
- 2) MY ATTORNEY HAS INSTRUCTED ME NOT TO TALK TO ANYONE ABOUT THIS MATTER, NOT TO ANSWER ANY QUESTIONS, NOT TO RESPOND TO ANY ACCUSATIONS, NOT TO SIGN ANYTHING, OR MAKE ANY DECISIONS WITHOUT HIM TELLING ME TO DO SO. (5TH AMENDMENT- *YOUR RIGHT TO REMAIN SILENT.*) (THIS INCLUDES ANYONE ASSOCIATED WITH AGB UNLESS INSTRUCTED BY COUNSEL.)
- 3) I DO NOT CONSENT TO ANY SEARCHES OR SEIZURES OF ANY KIND. THIS INCLUDES MY PERSON AND MY PROPERTY. (4TH AMENDMENT- *BANS SEARCHES AND SEIZURES OF PERSONS AND PROPERTY WITHOUT A WARRANT AND WITHOUT CONSENT.*) DO NOT ENGAGE IN ANY TESTS OR EVALUATIONS (INCLUDING, BUT NOT LIMITED TO, BREATHALYZERS, FIELD SOBRIETY TESTS, AND BLOOD DRAWS), LINE-UPS, OR ANY OTHER IDENTIFICATION PROCEDURES. JUST RESPECTFULLY SAY NO.
- 4) IF YOU WANT TO SPEAK WITH ME, OR WANT ME DO ANYTHING, YOU MUST **FIRST** SPEAK WITH MY ATTORNEY AND HAVE HIM PRESENT. I DO NOT WAIVE **ANY** OF MY CONSTITUTIONAL RIGHTS

Do not discuss the details of incident with dispatch or anyone else, because there is no attorney-client privilege with them, and your conversation may not be Constitutionally privileged.



City of
CHAMPAIGN

ANNUAL CERTIFICATE OF COMPLIANCE

This is to certify that AGB Investigative Services has submitted an Affirmative Action Plan and/or other necessary documents satisfactory to the City of Champaign Equity & Engagement Department. The above named Company is hereby approved to do business with the City of Champaign for a period of one year.

If the information submitted by the Company concerning its Affirmative Action/Equal Employment as well as State and Federal mandates, has been declared false information through an investigation, such false information shall be deemed a total breach of the contract, and such contract may be terminated, canceled or suspended, in whole or in part, and such contractor may be declared ineligible for any further contracts for a period up to one year.

As evidence of certification, the Equity & Engagement Department will issue a "Certificate of Compliance" good for one year. Please be sure to note the expiration date to avoid any interruption in your ability to bid contracts. A new Affirmative Action Report form should be completed and submitted to the Equity & Engagement Department forty-five (45) days prior to the expiration date. Failure to do so will render your compliance status as "ineligible" to conduct business with the City of Champaign.

Director
(Signature)

Rachel Joy

Director
(Print Name)

Date Issued 3/30/23

Date Expires 3/31/24

Certificate Number 19-2023

AGB Investigative Services

7545 S Western Ave
Chicago Illinois 60620
United States

**Dearborn**

2731 S Dearborn St
Chicago Illinois 60616
United States

Daily Shift Report	
Report #	189787
Report Date	02/20/2022
Report Time	02:42pm
Created By	Chandra Williams #000453
Position	Unarmed Security Officer
Client	Dearborn

Information

Date	02/20/2022
Time	07:00am
Shift Activities	<p>0700HR.- Officers Chandra Williams, B Colbert 10-41 at the Dearborn Homes, Report to 2731 for Roll-Call, Clock In. Get assigned to the Command Center, Starting monitoring CCTV Cameras, Asking visitors for ID's, Unlocking Front/Rear Exit Doors, No Activities, Everything Appears To Be Secured During This Hour.</p> <p>0800HR.-0900HR.- Monitoring CCTV Cameras, Asking visitors for ID's, Unlocking Front/Rear Exit Doors, No Activities, Everything Appears To Be Secured During This Hour.</p> <p>0900HR.-1000HR.- Monitoring CCTV Cameras, Asking visitors for ID's, Unlocking Front/Rear Exit Doors, Monitoring CCTV Cameras that shows inside bldg Lobby and outside Dearborn Homes Property, No Activities, Everything Appears To Be Secured During This Hour.</p> <p>1000HR.-1100HR.- Monitoring CCTV Cameras, Asking visitors for ID's, Unlocking Front/Rear Exit Doors, No Activities, Everything Appears To Be Secured During This Hour.</p> <p>1100HR.-1200HR.- Monitoring CCTV Cameras, Asking visitors for ID's, Unlocking Front/Rear Exit Doors, Everything Appears To Be Secured During This Hour.</p> <p>1200HR.-1300HR.- Monitoring CCTV Cameras, Asking visitors for ID's, Unlocking Front/Rear Exit Doors, No Activities, Everything Appears To Be Secured During This Hour.</p> <p>1300HR.-1400HR.- Monitoring CCTV Cameras, Asking visitors for ID's, Unlocking Front/Rear Exit Doors, 1308HR.- Fire Engine 8 was in 2701 So. Dearborn to escort an elderly female Black who is the leaseholder in apartment 503 downstairs due to the elevator being 'Out Of Order'. - Everything Appears To Be Secured During This Hour.</p> <p>1400HR.-1500HR- Monitoring CCTV Cameras, Asking visitors for ID's, Unlocking Front/Rear Exit Doors, No Activities, Everything Appears To Be Secured During This Hour.</p> <p>1500HR. - 10-42... No Incidents Reported During Our Shift 0700HR.-1500HR.</p>
Position	Officer

AGB Investigative Services

7545 S Western Ave
Chicago Illinois 60620
United States



Incident Report (Field Officers)	
Report #	206879
Report Date	04/19/2022
Report Time	01:51pm
Created By	Prestin Long #000177
Position	Supervisor

Information

Date of Incident	04/19/2022
Time of Incident	01:00pm
Nature of Incident	Emergency / Shooting
Client	Parkway Garden 6400 S. King Drive Chicago Illinois 60637 United States
Client Notified	Yes
Address	6400 s king drive
Notes/Comments	Shots fired at parkway. Upon arrival and review, there was three shooters shooting at a black car exiting off property. There was three shooters. One fell dropping a com pact Glock with a 24 round mag. Two Blk males that are identified as part of the shooters, ran into 6358 with pistol in hand. Third shooter ran into 6414. At this time, no criminal damage to property or a person hit.
Signature	<i>Please sign report</i> <i>Cpt Long</i>
Take a picture	