

TRANSMITTAL

To:

THE COUNCIL

Date: **SEP 30 2014**

From:

THE MAYOR

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.

A handwritten signature in black ink, appearing to read 'Eric Garcetti', is written over a faint, circular official seal. The signature is fluid and cursive.

ERIC GARCETTI
Mayor

LOS ANGELES POLICE COMMISSION

BOARD OF
POLICE COMMISSIONERS

STEVE SOBOROFF
PRESIDENT

PAULA MADISON
VICE PRESIDENT

SANDRA FIGUEROA-VILLA
KATHLEEN C. KIM
ROBERT M. SALTZMAN

MARIA SILVA
COMMISSION EXECUTIVE ASSISTANT II



ERIC GARCETTI
Mayor

RICHARD M. TEFANK
EXECUTIVE DIRECTOR

ALEXANDER A. BUSTAMANTE
INSPECTOR GENERAL

EXECUTIVE OFFICE
POLICE ADMINISTRATION BUILDING
100 WEST FIRST STREET, SUITE 134
LOS ANGELES, CA 90012-4112

(213) 236-1400 PHONE
(213) 236-1410 FAX
(213) 236-1440 TDD

September 23, 2014

BPC #14-0348

The Honorable Eric Garcetti
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, California 90012

Attention Mandy Morales

Dear Honorable Mayor:

RE: DONATION OF TWO IROBOTS, A CINT COMMANDER SYSTEM AND TACTICAL VIDEO PHONE SYSTEM, VALUED AT \$68,194.49, FROM THE LOS ANGELES POLICE FOUNDATION, FOR THE BENEFIT OF METROPOLITAN DIVISION

At the regular meeting of the Board of Police Commissioners held Tuesday, September 23, 2014, the Board RECEIVED the Department's report relative to the above matter.

The Board requests, subject to your approval, that this matter be forwarded to City Council for their approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in blue ink that reads "Maria Silva".

MARIA SILVA
Commission Executive Assistant II

Attachment

c: Chief of Police
ASB

INTRADEPARTMENTAL CORRESPONDENCE

TE

September 12, 2014
1.10

RECEIVED

SEP 11 2014

POLICE COMMISSION

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: APPROVAL OF NON-MONETARY DONATION

MEM Refar 9/11/14

RECOMMENDED ACTION

- 1. That the Board of Police Commissioners APPROVE the Department's Report and TRANSMIT to the Mayor and City Council for ACCEPTANCE the donation of two iRobots and one CINT Commander System and tactical video phone system valued at \$68,194.49 for Metropolitan Division.

<u>DONOR INFORMATION:</u>	<u>ITEMS:</u>	<u>AMOUNT/VALUE:</u>
Los Angeles Police Foundation Ms. Cecilia Glassman, Executive Director 515 South Flower Street Los Angeles, California 90071	#117-14 – One CINT Commander System and tactical video phone system	\$23,985.10
	#118-14 – Two iRobots	<u>\$44,209.39</u>
	Total	\$68,194.49

DISCUSSION

The donation is for the benefit of Metropolitan Division. The acquisition of the CINT Commander would greatly reduce Los Angeles Police Department liability by utilizing wireless technology, digital recording capabilities, and up-to-date software in capturing vital data/recordings during barricaded suspect or hostage-taking incidents. The acquisition of the iRobots will improve the Department's technological capabilities to conduct remote interior searches. It will also allow Special Weapons and Tactics (SWAT) officers to maneuver interiors including stairs and obstacle-filled rooms with Infra-Red cameras.

On August 4, 2014, Officer Cynthia Dominguez, Information Technology Bureau, approved the CINT and the iRobots for Department purchase. No expressed or implied commitments or promises were made to the donor or representatives of the donor. The donor will not receive any preferential treatment, endorsement, or recommendation; and the donor is not allowed the use of any Los Angeles Police Department patents.

The Honorable Board of Police Commissioners

Page 2

1.10

Administrative Services Bureau has reviewed the donation and determined that it has been submitted in accordance with Section 5.467 et seq. of the Los Angeles Administrative Code, which provides for the receipt and acceptance of donations to the Los Angeles Police Department.

If you have any questions, please contact Lieutenant Ruben Lopez, Metropolitan Division, at (213) 305-4631.

Respectfully,

A handwritten signature in black ink, appearing to read 'CHARLIE BECK', with a stylized flourish at the end.

CHARLIE BECK
Chief of Police



2014 GRANT APPLICATION

Grant Number 2014 - 028 (office use only)

Date: April 2, 2014

Amount Requested: \$23,985.10

Contact Name(s): Lieutenant II Ruben Lopez or Management Analyst II Thanh-Nha Dunkle

Department/Unit: Police/Metropolitan Division

Mailing Address: 251 E. 6th Street, Room 221, Los Angeles, CA 90012

Phone Number: (213) 833-3717

Fax Number: (213) 847-3089

E-mail Address: g8049@lapd.lacity.org or 25900@lapd.lacity.org

Name of Program/Equipment requesting funding for: CINT Commander (Negotiations Recording and Control System) and Tactical Video Phone

Provide a brief description and the need for the program/equipment (use additional paper if needed):

The current crisis negotiations system is outdated and in constant need of repair. The entire system (which is at least 15 years old) consists of a control module and "throw phone," which are vital to the Crisis Negotiations Team (CNT), negotiation process, and risk management concerns.

Acquisition of the CINT Commander would greatly enhance CNT efforts and reduce Department liability by utilizing wireless technology, digital recording capabilities, and up-to-date software in capturing vital data/recordings during barricaded suspect or hostage taking incidents. The CNT recordings/logs would be used toward future criminal and/or civil proceedings.

The requested system allows up to 50 computers to be simultaneously connected via LAN. Digital capability allows immediate entry and updating of critical records, as well as timelines and digital images to capture critical information during the entire CNT process.

Has this program/equipment previously been requested through the city budget? YES NO

If yes, please list the most recent date of submission and the result. September, 2013 for Fiscal Year 2014-15

If no, please explain the reason why it was not submitted. _____

What objectives will be accomplished if the funding is granted?

Acquisition of the CINT Commander would greatly enhance CNT efforts and reduce Department liability by utilizing wireless technology, digital recording capabilities, and up-to-date software in capturing vital data/recordings during barricaded suspect or hostage taking incidents. The CNT recordings/logs would be used toward future criminal and/or civil proceedings.

How can the foundation evaluate success if the funding is granted? (# of people served, objectives reached, surveys, etc.)

By the after action reports of SWAT incidents and their safe resolution.

Please list or attach an itemized list for expenses or a quote from equipment manufacturer on vendor's letterhead.

CINT Commander and Throw Phone:	Subtotal:	\$22,378.00
	Sales Tax:	\$1,607.10
	Grand Total:	\$23,985.10

Suggested Vendor: 836 Technologies
271 S. Guild Avenue, Suite B
Lodi, CA 95240
Phone: 209-559-8879
Fax: 209-367-0836
www.836technologies.com

See attached quote from vendor.

Has your commanding officer approved this request? YES NO

Name of commanding officer: CAPTAIN PATRICK D. SMITH

Signature of commanding officer: _____

For questions, comments, or concerns, contact Tracy Szepeinski at (213) 489-4636 or email tracy@lapolicefoundation.org.

836 Technologies

271 S.Guild Avenue
Suite B
Lodi, CA 95240

Phone # 209-559-8879 bfreeman@836technologies.com
Fax # 209-367-0836 www.836technologies.com

Estimate

Date	Estimate #
4/2/2014	12-06-297

Name / Address
Los Angeles Police Department 251 East 6th Street Los Angeles, CA 90014

Ship To
Los Angeles Police Department 251 East 6th Street Los Angeles, CA 90014

Rep	Terms	FOB
ERF	Net 30	05

Description	Qty	Rate	Total
<p>CINT Commander (Negotiations Recording and Control System). This system also includes software that allows it to be used as a pretext phone call device with digital recording, data logging, and control features. The system includes the following items:</p> <ol style="list-style-type: none"> 1. COMMBox 2. Software with free software updates online 3. All required cables 4. One headset and four headphones with adapters 5. External room monitor speaker 6. Pelican carrying case 7. Integrated 836 Bluetooth 8. 12 volt cell phone charger adapter 9. X Link cellular connection terminal 10. Technical Support 11. Five year limited warranty (refer to warranty information) <p>CINT Satellite/Incident Management Software which allows you to connect up to 50 computers via a LAN to the CINT Commander system. This system allows you to enter and update records including photos, review the main log, make entries to the main log, and communicate amongst the other computers on the network. This system includes free software updates for life.</p>	1	9,620.00	9,620.00T
<p>NETGEAR - RangeMax (OR SIMILAR FEATURED ROUTER) Dual-Band Wireless-N Router with 4 Ethernet Ports</p>	1	159.00	159.00T

Please note that 836 Technologies is the sole source provider of the CINT Commander and 836 Tactical Video Phones. U.S. Currency is required.

All quotes are valid for 30 days unless otherwise specified.
PAYMENT IS DUE UPON SHIPMENT OF GOODS, WITH A GRACE PERIOD OF 30

Signature

Subtotal
Sales Tax (7.5%)
Total

836 Technologies

271 S.Guild Avenue
Suite B
Lodi, CA 95240

Phone # 209-559-8879 bfreeman@836technologies.com
Fax # 209-367-0836 www.836technologies.com

Estimate

Date	Estimate #
4/2/2014	12-06-297

Name / Address
Los Angeles Police Department 251 East 6th Street Los Angeles, CA 90014

Ship To
Los Angeles Police Department 251 East 6th Street Los Angeles, CA 90014

Rep	Terms	FOB
ERF	Net 30	05

Description	Qty	Rate	Total
Model VID-SA1: The 836 Tactical Video Phone is a five camera high resolution video throw phone system which contains the following features: 1. Five integrated color high resolution video cameras 2. Five channel continuous feed for video and audio outputs, which allows for the recording and display of all five cameras simultaneously 3. Tac team control module 4. Negotiator's console 5. Lightweight headset and two headphones 6. Integrated 836 designed highly sensitive covert microphone 7. Throw case containing hardened industrial style handset with 32" armored cable 8. Portable cable reel with 1000' of 836 custom video cable 9. 15' extension video cable 10. Complete compatibility with the CINT Commander System 11. Five year limited warranty (refer to warranty information) 12. 8 Channel DVR H264 D1-Real Time Recording, 1TB Hard Drive, 24X DVR Burner	1	11,349.00	11,349.00T
SWAT Practice Throwphone, weighted with 50' cable.	1	300.00	300.00T
Training 2 day CA agency	1	750.00	750.00
UPS Ground Shipping	1	200.00	200.00
Upgrade CINT Commander I to CINT Commander II Discount CINT Commander II when available		2,500.00 -2,500.00	2,500.00 -2,500.00

Please note that 836 Technologies is the sole source provider of the CINT Commander and 836 Tactical Video Phones. U.S. Currency is required.

All quotes are valid for 30 days unless otherwise specified.
PAYMENT IS DUE UPON SHIPMENT OF GOODS, WITH A GRACE PERIOD OF 30

Signature

Subtotal
Sales Tax (7.5%)
Total

836 Technologies

271 S. Guild Avenue
Suite B
Lodi, CA 95240

Phone # 209-559-8879 bfreeman@836technologies.com
Fax # 209-367-0836 www.836technologies.com

Estimate

Date	Estimate #
4/2/2014	12-06-297

Name / Address
Los Angeles Police Department 251 East 6th Street Los Angeles, CA 90014

Ship To
Los Angeles Police Department 251 East 6th Street Los Angeles, CA 90014

Rep	Terms	FOB
ERF	Net 30	05

Description	Qty	Rate	Total
<p>PURCHASE ORDERS- BY ISSUING A PO TO 836 TECHNOLOGIES, YOU ACKNOWLEDGE TO HAVE READ AND AGREE TO THE TERMS OF PAYMENT. TERMS OF PAYMENT: NET 30 ACCOUNTS- PAYMENT IS DUE UPON SHIPMENT OF GOODS/ PERSONAL DELIVERY OF GOODS, WITH A GRACE PERIOD OF 30 DAYS (NET 30). PENALTY FOR NON-PAYMENT WITHIN 30 DAYS WILL BE CHARGED A RATE OF 2% (percent) PER MONTH THEREAFTER UNTIL PAYMENT IS RECEIVED IN FULL. FOR 2% NET 30 ACCOUNTS- A 2% DISCOUNT ON BALANCES DUE WILL BE PROVIDED TO APPROVED AGENCIES WHEN PAYMENT IS RECEIVED DURING THE FIRST 10 DAYS OF THE 30 DAY GRACE PERIOD. NET 30 ACCOUNTS- PAYMENT IS DUE UPON SHIPMENT OF GOODS, WITH A GRACE PERIOD OF 30 DAYS (NET 30). PENALTY FOR NON-PAYMENT WITHIN 30 DAYS WILL BE CHARGED A RATE OF 2% (percent) PER MONTH THEREAFTER UNTIL PAYMENT IS RECEIVED IN FULL.</p>			

Please note that 836 Technologies is the sole source provider of the CINT Commander and 836 Tactical Video Phones. U.S. Currency is required.

All quotes are valid for 30 days unless otherwise specified.
PAYMENT IS DUE UPON SHIPMENT OF GOODS, WITH A GRACE PERIOD OF 30

Signature

Subtotal	\$22,378.00
Sales Tax (7.5%)	\$1,607.10
Total	\$23,985.10



2014 GRANT APPLICATION

Grant Number 2014 - 027 (office use only)

Date: April 2, 2014

Amount Requested: \$44,209.39

Contact Name(s): Lieutenant II Ruben Lopez or Management Analyst II Thanh-Nha Dunkle

Department/Unit: Police/Metropolitan Division

Mailing Address: 251 E. 6th Street, Room 221, Los Angeles, CA 90012

Phone Number: (213) 833-3717

Fax Number: (213) 847-3089

E-mail Address: g8049@lapd.lacity.org or 25900@lapd.lacity.org

Name of Program/Equipment requesting funding for: Two (2) iRobots

Provide a brief description and the need for the program/equipment (use additional paper if needed):

The acquisition of the iRobots will improve the Department and SWAT's abilities to conduct remote interior searches. It will allow SWAT officers to maneuver interiors including stairs and obstacle-filled rooms with IR cameras.

The type of iRobot requested is portable, rugged, flexible and mobile. This item will augment officer safety while dramatically improve the Department and Metro technological capabilities. The specifications are as follow:

- Operating Range: 200 yard radio transmission range (options 2.4 GHz or 4.9 GHz). Range can be doubled by adding an additional robot in the area of operation to act as a repeater.
- 6-hour battery life under normal operating conditions, 8-hour in surveillance mode
- Cameras: iRobot is equipped with four cameras that have I/R capabilities and zoom.
- Audio Capabilities: the robot has listening and communicating capabilities.
- Durability: the robot can survive a 16-foot drop onto concrete, tumbles down stairs, waterproof up to three feet. The 110 Firstlook can traverse common urban terrain up to seven inches (i.e. curbs, clothing, gravel, pipes and debris).

Has this program/equipment previously been requested through the city budget? YES NO

If yes, please list the most recent date of submission and the result. September, 2013 for Fiscal Year 2014-15

If no, please explain the reason why it was not submitted. _____

What objectives will be accomplished if the funding is granted?

This instrument is critical to the safety of the officers during crisis events. It provides SWAT personnel the ability to conduct remote interior searches safely and effectively.

How can the foundation evaluate success if the funding is granted? (# of people served, objectives reached, surveys, etc.)

By the after action reports of SWAT incidents and their safe resolution.

Please list or attach an itemized list for expenses or a quote from equipment manufacturer on vendor's letterhead.

2 iRobots and required accessories:

Subtotal:	\$40,471.07
Freight Total:	\$88.00
Sales Tax:	\$3,650.32
Grand Total:	\$44,209.39

Suggested Vendor: iRobot
8 Crosby Drive
Bedford, MA 01730
Phone: 781-430-3090
Fax: 781-268-5157
Email: sales@irobot.com

See attached quote from vendor.

Has your commanding officer approved this request? YES NO

Name of commanding officer: CAPTAIN PATRICK D. SMITH

Signature of commanding officer: _____

For questions, comments, or concerns, contact Tracy Szpeinski at (213) 489-4636 or email tracy@lapolicefoundation.org.



8 Crosby Drive
Bedford MA 01730

Phone: 781-430-3090
Fax: 781-268-5157
Email: sales@irobot.com

Quotation

Federal ID # 77-0259335

Quote Name: 20130809-5201-3
Quote Number: 22179 - 1
Quote Date: 27-JUN-2014
Page: 1 of 3

Quoted to: Los Angeles Police Department
251 E 6th Street
Los Angeles CA 90014
United States
Attn: Bruce Adam
213 972-2420
30978@lapd.lacity.org

Customer	Pricing Valid Thru	Payment Terms	Sales Person	Lead Time
Los Angeles Police Department	25-SEP-2014	Subject to Credit Check	Philip Li	20 - 22 Weeks ARO

Quantity	Item	Description	Unit Price	Extension
2	FL110-4.9	iRobot 110 FirstLook Robotic System includes One (1) Year Warranty - Chassis with Flippers (1) with Built-in Cameras with IR Illumination - Ruggedized Heads-Down Controller (1) - Integrated Lithium Ion Battery - Single Charger for Controller and Chassis (1) - 4.9 GHz Communication Package (1) - Mesh Radio - 2-way Audio - Spare antenna kit - Headset with Microphone (1) - Aware 2: OCU Software License (1) - Aware 2: Robot Software License (1) - Transit Case(s) and Documentation (1)	\$17,500.00	\$35,000.00
2	4335373K	FirstLook Spares Kit	\$783.81	\$1,567.62
1	4366198K	IDAC Payload (bridle and camera mast payload)	\$3,503.45	\$3,503.45
1	4408713K	FirstLook Picatinny Rail	\$400.00	\$400.00
<p>NOTES: Products described herein may require US Government authorization for export purposes. The use, sale, re-export, delivery or retransfer, directly or indirectly, of iRobot products and technology is subject to and contingent upon compliance with U.S. Export Regulations. Please see link for additional information regarding requirements for placing an order. www.irobot.com/GIInternationalGroundRobotOrders This quotation is subject to iRobot's standard terms and conditions of sale, which are incorporated herein by reference. FirstLook system contains a small lithium ion battery pack and shipping needs to meet DOT and IATA regulations. If you are a sales tax exempt entity, please include a copy of your State</p>				



8 Crosby Drive
Bedford MA 01730

Phone: 781-430-3090
Fax: 781-268-5157
Email: sales@irobot.com

Quotation

Federal ID # 77-0259335

Quote Name: 20130809-5201-3
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30978@lapd.lacity.org

Customer	Pricing Valid Thru	Payment Terms	Sales Person	Lead Time
Los Angeles Police Department	25-SEP-2014	Subject to Credit Check	Philip Li	20 - 22 Weeks ARO

Quantity	Item	Description	Unit Price	Extension
		<p>Sales Tax exempt certificate with your purchase order or contract. If we do not have a copy of your certificate on file, and your business is in a state we are obligated to collect sales tax from, you will be invoiced sales tax.</p> <p>Should this offer be communicated to a contractor for the U.S. Government, other Government, or third-party end customer, such as a prime contractor, the contractor agrees to incorporate this Quotation or the software licensing terms below, either directly or by reference, in any prime contract receiving Products under this Quotation.</p> <p>Any offered PackBot®, FirstLook®, and/or Warrior® Products ("Products") incorporate Commercial Computer Software ("COTS Software"), including Aware® 2 Robot Intelligence Software. Upon issuing a purchase order or contract for the offered Products, the U.S. Government's rights in the COTS Software are determined by DFARS §227.7202-1 (a) and/or (b). The Government's rights are as enumerated in FAR 52.227-19, as follows:</p> <p>Commercial Computer Software License</p> <p>(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (2) of this clause or as expressly stated otherwise in this contract.</p> <p>(2) The commercial computer software may be—</p> <p>(i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;</p> <p>(ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;</p> <p>(iii) Reproduced for safekeeping (archives) or backup purposes;</p> <p>(iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;</p> <p>(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and</p> <p>(vi) Used or copied for use with a replacement computer.</p> <p>A customer who is not the U.S. Government ("Customer") shall receive the same rights granted to the U.S. Government enumerated in the above Commercial Computer Software License.</p>		



8 Crosby Drive
Bedford MA 01730

Phone: 781-430-3090
Fax: 781-268-5157
Email: sales@irobot.com

Quotation

Federal ID # 77-0259335

Quote Name: 20130809-5201-3
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251 E 6th Street
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Customer	Pricing Valid Thru	Payment Terms	Sales Person	Lead Time
Los Angeles Police Department	25-SEP-2014	Subject to Credit Check	Philip Li	20 - 22 Weeks ARO

Quantity	Item	Description	Unit Price	Extension
		<p>By issuing a contract or purchase order for the Product(s), the Customer will be authorizing the enumerated number of copies of the COTS Software (in most cases, one copy for each chassis and one copy for each OCU).</p> <p>Base tool software ("Base Tools"), including open source and commercial software, as well as software subject to a Defense Federal Acquisition Regulations Supplement (DFAR) §252.227-7017 data rights assertion table ("DRT") (DRT applicable only to U.S. Government) are also being provided. The Customer's rights in such Base Tools and software listed on the DRT are located at www.irobot.com/AWARE-Licenses, and/or form attachment(s) to this Quotation (entitled APPENDIX A AWARE 2 ROBOT INTELLIGENCE SOFTWARE (OBJECT CODE or "RUNTIME") COMMERCIAL COMPUTER SOFTWARE LICENSE AGREEMENT - BASE TOOLS LICENSES), and are expressly incorporated herein by reference.</p>		

Authorized Signature

Sub Total: \$40,471.07
Freight Total: \$88.00
Sales Tax: \$3,650.32
Grand Total: \$44,209.39
Currency: USD

Important Notes

1. Payment terms (unless otherwise noted) Commercial Entities: Irrevocable Letter of Credit, Government Entities: Net 30 Days
2. International customers are responsible for all customs, duties, taxes and transportation from airport
3. Software licenses granted to government entities are to be accepted by authorized contracting authority
4. Orders are not considered booked until a formal purchase order has been received and accepted
5. Ship dates will be given once order is booked. If Export License is required, ship dates can be given once approved license is received from the U.S. Government
6. Domestic orders ship FOB Origin
7. International Term of Sale is CIP (Carriage, Insurance, Paid To). Delivery will be at the destination airport.
8. End User Statement required for all international orders
9. Asterisk (*) indicates GSA Pricing, all other pricing is Open Market



APPENDIX A

AWARE® 2 ROBOT INTELLIGENCE SOFTWARE (OBJECT CODE or "RUNTIME") COMMERCIAL COMPUTER SOFTWARE LICENSE AGREEMENT - BASE TOOLS LICENSES

BASE TOOLS LICENSES

Boost http://www.boost.org/LICENSE_1_0.txt

Python <http://www.python.org/psf/license/>

atomic_ops http://www.hpl.hp.com/research/linux/atomic_ops/LICENSING.txt

mDNSResponder (Bonjour) (Apache License) <http://www.apache.org/licenses/LICENSE-2.0.html>

Json-c <http://oss.metaparadigm.com/json-c/COPYING>

Json-py <http://swik.net/json-py>

Libcurl <http://curl.haxx.se/docs/copyright.html>

Sshpd <http://docs.huihoo.com/sshpd/index.html#license>

Sqlite <http://www.sqlite.org/copyright.html>

Eigen http://eigen.tuxfamily.org/index.php?title=Main_Page#License

Pyserial <http://pyserial.sourceforge.net/appendix.html#license>

Cppunit <http://cppunit.sourceforge.net/doc/latest/index.html>

Qt <http://doc.qt.nokia.com/4.7/lgpl.html>

Babeld <https://github.com/jech/babeld/blob/master/LICENSE>

LUFA (2012) http://www.fourwalledcubicle.com/files/LUFA/Doc/120730/html/page_license_info.html (solely for FirstLook Robots equipped with the IDAC (Integrated Deployment and Camera Accessory)).



TERMS AND CONDITIONS OF SALE (DOMESTIC)

1. **DEFINITIONS.** As used in this Agreement, the below terms shall have the following meanings: (a) "iRobot" or "Seller" means the legal entity supplying the goods/services; (b) "Customer" or "Purchaser" means the legal entity that has entered into this Agreement with iRobot; (c) "Quote", "Contract", "Agreement", "Purchase Order," "PO," and "Order" (whether capitalized or not) are used interchangeably and refer to this contractual instrument.
2. **APPLICABLE LAW.** The laws of the Commonwealth of Massachusetts shall apply to this "Quote". Any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts with the exclusion of the UN convention on the international sale of goods.
3. **COMPLIANCE WITH LAWS.** Both parties shall comply with all applicable federal, state, and local laws, rules, regulations and orders in effect on the date of this "Order".
4. **INTERPRETATION OF AGREEMENT.** The Terms and Conditions and any other documents hereby incorporated by reference or attached constitute the parties' complete agreement. No prior representations or agreements, either written or oral, shall be considered to change, add to, or contradict it. Any ambiguity, conflict, or inconsistency in the Agreement shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the parties' intentions at the time of contracting.
5. **ACCEPTANCE OF AGREEMENT.** This "Agreement," integrates and supersedes all previous written or verbal representations and agreements between the parties with respect to the subject matter hereof and becomes a binding agreement, subject to the specific terms and conditions stated herein, upon Seller's acceptance by acknowledgement or commencement of work. Additional or differing terms or conditions proposed by the Seller are expressly rejected by iRobot and have no effect unless expressly accepted in writing by iRobot.
6. **APPLICATION OF TERMS.** These conditions apply to all iRobot's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by an iRobot Contracts Manager.
7. **ELECTRONIC CONTRACTING.** iRobot and Purchaser agree that if this "Quote" and/or any agreements relating hereto, or correspondence is transmitted electronically, neither iRobot nor Purchaser shall contest the validity thereof.
8. **EXPORT CONTROL.** iRobot products and technical data described herein may be subject to the International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR). This hardware and related technical data may not be exported, released, or disclosed to non U.S. persons (as defined in the ITAR) inside or outside the United States without first obtaining the proper authority authorization. Violators of the ITAR or EAR are subject to civil and criminal fines and penalties under Title 22, U.S.C. Section 2778, and Title 50, U.S.C. Section 2410. Please see the Notes in the description field of your quote for additional information regarding export regulations.
9. **GRATUITIES/KICKBACKS PROHIBITION.** No gratuities or kickbacks shall be offered to or given by one party to the other.
10. **INDEPENDENT CONTRACTOR STATUS.** It is the express intention of the parties that Purchaser is an INDEPENDENT CONTRACTOR and not an employee, agent, joint venturer or partner of iRobot. Nothing in this "Quote," shall be interpreted or construed as creating or establishing the relationship of employer and employee between iRobot and Purchaser, or any employee or agent of Purchaser. It is further understood and agreed that iRobot shall have no obligation to provide any employee benefits to Seller.

iRobot Corporation

8 Crosby Drive, Bedford, MA 01730-1402 • 781.430.3000 • Fax 781.430.3001 • www.irobot.com

January 2014

1

Version -1

iRobot[®]

11. **TAXES.** If you are a sales tax exempt entity, please include a copy of your State Sales Tax exempt certificate with your purchase order or contract. If we do not have a copy of your certificate on file, and your business is in a state we are obligated to collect sales tax from, you will be invoiced sales tax.
12. **PAYMENT TERMS.** Seller may invoice the Purchaser upon shipment of goods at FOB origin. Unless otherwise specified in this "Quote," terms of payment are "Net 30 days".

Payment for work performed under this Agreement shall be addressed to the following location:

**iRobot Corporation
8 Crosby Drive.
Bedford, MA 01730
ATTN: Accounts Receivable, MS10-2**
13. **FORCE MAJEURE.** Neither party shall be liable to the other for any loss, claim or damage as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from: acts of the government; acts of God; acts of third persons; strikes, embargoes, delays in the mail, transportation and delivery, power failures and shortages; fires; floods; epidemics and unusually severe weather conditions; promulgation of any laws, regulations, orders or decrees of any competent governmental authority; or other causes beyond the control of such party.
14. **PERMITS, FEES, AND LICENSES.** Except as otherwise provided in this "Quote" Purchaser shall obtain and pay for all permits, fees, and licenses required for the work, if any, at no additional charge to iRobot.
15. **TRANSPORTATION COSTS.** Transportation shall be FOB Origin.
16. **PARTIAL DELIVERIES.** Buyer agrees that iRobot may, without penalty, deliver some or all of the goods in advance of the delivery date set out in the subsequent Purchase Order.
17. **PUBLIC RELEASE OF INFORMATION.** No public release of information, news release, announcement, advertisement, denial or confirmation of this "Quote" or the subject matter hereof, shall be made. Neither Party will make any press or media announcements concerning this "Quote," or use the name, logo, insignia or trademarks of the other Party, or any version, abbreviation or representation of them or the names of any of Seller's trustees, officers, faculty, students, employees, or agents, in any advertising or other form of publicity, fund-raising, promotional materials or web sites, without the written permission of the other Party. Further, iRobot shall not use the name of Seller or any variation, adaptation or abbreviation thereof, or that of any of its trustees, officers, or agents, or any trademark owned by Supplier without Seller's written permission.
18. **WAIVER OF RIGHTS.** Failure of either party to insist on performance of any provision of this "Quote" shall not be construed as a waiver of that provision or a waiver of iRobot's or Purchaser's right to require compliance with such provision in any later instance. If any provision of this "Quote," is found to be illegal or unenforceable under law, that provision shall be deleted; however, all other provision of this "Quote" shall not be affected thereby, and shall remain in full force and effect.
19. **TITLE AND RISK OF LOSS.** Title and Risk of loss or damage to the goods shall pass to Purchaser at FOB Origin.
20. **iROBOT'S PROPERTY AND INFORMATION.** iRobot's property, such as drawings, specifications, data and the like, furnished to Purchaser for performance of the work shall remain the property of iRobot, shall be considered the proprietary, private and confidential information of iRobot, and shall not be given to any third parties or used by Purchaser for any purpose other than to support Purchaser's use of the products or services being purchased from iRobot hereunder.

iRobot Corporation

8 Crosby Drive, Bedford, MA 01730-1402 • 781.430.3000 • Fax 781.430.3001 • www.irobot.com



- 21. **QUALITY.** iRobot warrants that (subject to the other provisions of these conditions) on delivery, the Goods shall be free from manufacturing defects in workmanship and materials.
- 22. **WARRANTY.** Purchaser's exclusive warranty shall be as provided for in iRobot's Limited Warranty to Original Purchaser to be provided with your product purchase. iRobot and Customer expressly agree that the United Nations Convention on Contracts for the International Sale of Goods (or its successor) shall not apply to this Warranty.
- 23. **DELIVERY.** Any dates specified by iRobot for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within the lead time provided on the attached quotation.

To confirm your order for the goods/services, please acknowledge your acceptance of the quotation and approval of these terms and conditions by signing below and returning a copy of the original quotation and these terms and conditions to iRobot at Contracts@irobot.com.

Company Name

Signature

Printed or Typed Name

Title

Date

iRobot Corporation

Signature

Printed or Typed Name

Title

Date

INTRADEPARTMENTAL CORRESPONDENCE

August 14, 2014
16.3

TO: Commanding Officer, Administrative Services Bureau

FROM: Commanding Officer, Metropolitan Division

SUBJECT: REQUEST TO ACCEPT DONATION

It is requested that Administrative Services Bureau (ASB) approve and forward correspondence to the Honorable Board of Police Commissioners to accept a solicited donation from the Los Angeles Police Foundation. This donation would facilitate the acquisition of critical equipment for the Department's Special Weapons and Tactics (SWAT) team. The following items have been deemed vital to the SWAT mission, and will dramatically improve safety concerns:

- Two iRobots – Portable remote-controlled robots equipped with cameras and infrared technology.
- One CINT Commander System and tactical video phone – A digitally integrated communication system to be used by crisis negotiators during hostage-taking or barricaded suspect incidents.

The donation amount required to purchase all three critical items is \$68,194.49. The aforementioned equipment would be purchased from two separate vendors. 836 Technologies produces the CINT Commander and has established a proven track record with law enforcement Crisis Negotiations Teams. iRobot is a world-renowned company that specializes in robotic equipment for law enforcement and the military use. Both vendors provide full technical support and a one-year guarantee.

DONOR INFORMATION:

Los Angeles Police Foundation
515 S. Flower Street, Suite 1680
Los Angeles, CA 90071

All possible conflicts of interest have been thoroughly researched. No expressed or implied commitment or promise was made to anyone involved with this donation or pending acquisition. No one involved with this donation or pending acquisition will receive preferential treatment, endorsement, or recommendation nor will the use of the LAPD patent be permitted.

Commanding Officer, Administrative Services Bureau

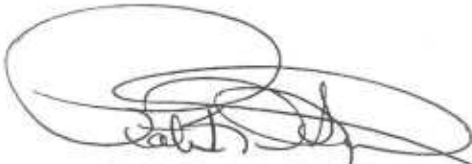
Page 2

16.3

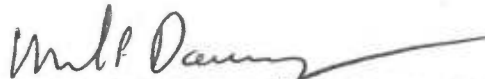
Because these are technology items, preapproval from Information Technology Bureau (ITB) was sought. On August 4, 2014, Metropolitan Division's request for the technology approval of the CINT and the iRobots purchase was assessed and approved by Officer Cynthia Dominguez, Project Management Office, ITB, (Ticket Nos. 1012573 and 1012628, respectively).

If you should have any further questions, please have a member of your staff contact Lieutenant Ruben Lopez, Metropolitan Division, at (213) 305-4631.

APPROVED:



PATRICK D. SMITH, Captain
Commanding Officer
Metropolitan Division



MICHAEL P. DOWNING, Deputy Chief
Commanding Officer
Counter-Terrorism and Special Operations Bureau

Attachments

515 S. Flower St., Ste. 1680, Los Angeles, CA 90071
Phone: (213) 489-4636
Fax: (213) 489-4697
tracy@lapolicefoundation.org

**Los Angeles Police
Foundation**

Fax

To: ASB	From: Tracy Szepeinski
Fax: 213-485-8125	Pages: 7 (includes Cover)
Phone: 213-485-3277	Date: July 17, 2014
Re: Grant Request #2014-028	CC:

Attached is the latest grant request.

Grant Application received: June 16, 2014
Grant Received from: Metropolitan Division, SWAT
Contact: Thanh-Nha Dunkle or Lieutenant II Ruben Lopez
Phone #: (213) 833-3717
Grant Name: CINT Commander System
Grant Amount: \$23,985.10

Please e-mail this information to Administrative Services Bureau
or if you have any questions, please contact us at 213-486-7060.
Thank you.

INTRADEPARTMENTAL CORRESPONDENCE

April 18, 2014
16.3

TO: Chief of Police

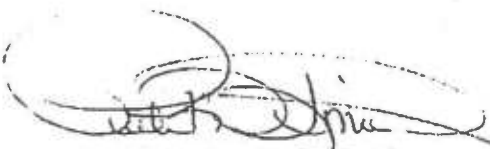
FROM: Commanding Officer, Metropolitan Division

SUBJECT: LOS ANGELES POLICE FOUNDATION GRANT REQUEST
CINT COMMANDER SYSTEM AND TACTICAL VIDEO PHONE

It is requested that Metropolitan Division be approved for the purchase of a CINT Commander System and Tactical Video Phone. The current analogue crisis negotiations system is outdated and in constant need of repair. The entire system, which is at least 15 years old, consists of a control module and "throw phone." The unit is vital to the Crisis Negotiations Team (CNT), negotiation process, and in addressing several risk-management concerns. Acquisition of the CINT Commander would greatly enhance CNT efforts and reduce Department liability by utilizing wireless technology, digital recording capabilities, and up-to-date software in capturing vital data/recordings during barricaded-suspect or hostage taking incidents. The CNT recordings/logs would be used toward future criminal and/or civil proceedings.

If you have should have any questions, please contact Management Analyst Thanh-Nha Dunkle or Lieutenant Ruben Lopez at (213) 833-3717.

*BECAUSE
FYI - DIDNT KB
ITS STAYING IN HDU
-K2
2Rods*



PATRICK D. SMITH, Captain
Commanding Officer
Metropolitan Division

APPROVED:



MICHAEL P. DOWNING, Deputy Chief
Commanding Officer
Counter-Terrorism and Special Operations Bureau

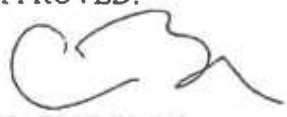
Attachments

APPROVED:



MICHEL R. MOORE, Assistant Chief
Director, Office of Special Operations

APPROVED:



CHARLIE BECK
Chief of Police

515 S. Flower St., Ste. 1680, Los Angeles, CA 90071
Phone: (213) 489-4636
Fax: (213) 489-4697
tracy@lapolicefoundation.org

Los Angeles Police Foundation

Fax

To: ASB	From: Tracy Szpeinski
Fax: 213-485-8125	Pages: 11 (includes Cover)
Phone: 213-485-3277	Date: July 17, 2014
Re: Grant Request #2014-027	CC:

Attached is the latest grant request.

Grant Application received:	June 16, 2014
Grant Received from:	Metropolitan Division, SWAT
Contact	Thanh-Nha Dunkle or Lieutenant II Ruben Lopez
Phone #:	(213) 833-3717
Grant Name	iRobots
Grant Amount:	\$44,209.39

Please e-mail this information to Administrative Services Bureau
or if you have any questions, please contact us at 213-486-7060.
Thank you.

INTRADEPARTMENTAL CORRESPONDENCE

April 18, 2014
16.3

TO: Chief of Police

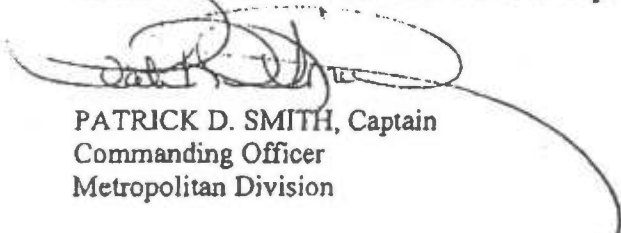
FROM: Commanding Officer, Metropolitan Division

SUBJECT: LOS ANGELES POLICE FOUNDATION GRANT REQUEST -
IROBOTS WITH REQUIRED ACCESSORIES

It is requested that Metropolitan Division (Metro) be approved for the purchase of two remote-controlled iRobots along with required accessories. The acquisition of the iRobots will dramatically improve safety, and the ability of Special Weapons and Tactics personnel to conduct remote interior searches during barricaded-suspect incidents. The equipment is able to maneuver interiors including stairs and obstacle-filled rooms with Infra-Red cameras.

The type of iRobot requested is portable, rugged, flexible, and mobile. This item will augment officer safety, while improving the Department's and Metro's technological capabilities.


If you have any questions, please have a member of your staff contact Management Analyst Thanh-Nha Dunkle or Lieutenant Ruben Lopez at (213) 833-3717.



PATRICK D. SMITH, Captain
Commanding Officer
Metropolitan Division

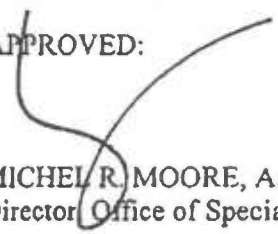
Attachments

APPROVED:



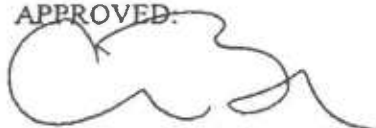
MICHAEL P. DOWNING, Deputy Chief
Commanding Officer
Counter-Terrorism and Special Operations Bureau

APPROVED:



MICHEL R. MOORE, Assistant Chief
Director, Office of Special Operations

APPROVED:



CHARLIE BECK
Chief of Police