

# TRANSMITTAL

To:

**THE COUNCIL**

Date: 04/22/2016

From:

**THE MAYOR**

**TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.**



(Ana Guerrero)

**ERIC GARCETTI**  
Mayor

# LOS ANGELES POLICE COMMISSION

BOARD OF  
POLICE COMMISSIONERS

MATTHEW M. JOHNSON  
PRESIDENT

STEVE SOBOROFF  
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KATHLEEN KIM  
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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

April 19, 2016

BPC #16-0113

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 GYM EQUIPMENT, VALUED AT \$55,000.00, FROM THE LOS ANGELES POLICE FOUNDATION, FOR THE BENEFIT OF METROPOLITAN DIVISION

At the regular meeting of the Board of Police Commissioners held Tuesday, April 19, 2016, 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

Handwritten signature of Maria Silva in cursive script.

MARIA SILVA  
Commission Executive Assistant II

Attachment

c: Chief of Police  
ASB

INTRADEPARTMENTAL CORRESPONDENCE

BPC #16-0113 1 I  
**RECEIVED**

APR 13 2016

POLICE COMMISSION

**REVIEWED**

April 15, 2016  
1.10

**TO:** The Honorable Board of Police Commissioners

**FROM:** Chief of Police

*Richard M. Frank*  
RICHARD M. FRANK  
EXECUTIVE DIRECTOR  
4/13/16  
DATE

**SUBJECT:** APPROVAL OF NON-MONETARY DONATION

**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 gym equipment valued at \$55,000.00 for Metropolitan Division.

**DONOR INFORMATION:**

**ITEMS:**

**AMOUNT/VALUE:**

Los Angeles Police Foundation (#049-16)  
Ms. Cecilia Glassman, Executive Director  
633 West 5<sup>th</sup> Street, Suite 1210  
Los Angeles, California 90071  
(213) 489-4636

Gym equipment

\$55,000.00

**DISCUSSION**

The donation is for the benefit of Metropolitan Division (Metro). There is currently no gym equipment in the workout room at the new Metro facility, requiring officers to travel to other stations or the Police Academy in order to complete their physical fitness regimens. Metropolitan Division has a restricted fund with the Los Angeles Police Foundation (Foundation). The Foundation will use funds from this account to pay for gym equipment for the workout room at Metro. The equipment comes with a five-year warranty and Metro will take care of any future repairs or replacement outside the warranty period.

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 (Department) patents.

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 Department.

The Honorable Board of Police Commissioners

Page 2

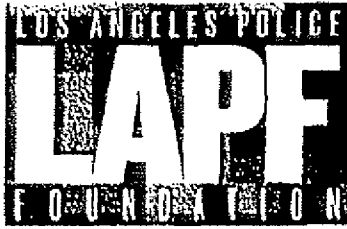
1.10

If you have any questions, please contact Sergeant Alora Perna, Commander's Aide,  
Administrative Services Bureau, at (213) 486-7060.

Respectfully,

A handwritten signature in black ink, appearing to read 'CHARLIE BECK', with a long, sweeping underline that extends to the right.

CHARLIE BECK  
Chief of Police



2016 GRANT APPLICATION

DIVISION RESTRICTED ACCOUNT GRANT APPLICATION

Area/Division Restricted Account Number 2016 - 007 (LAPF use only)

Date: March 23, 2016

Amount Requested: \$55,000.00

Contact Name(s):

- Captain III Edward J. Prokop, #30730

Department/Unit:

- Metropolitan Division

Mailing Address:

- 2710 West Temple Street, Los Angeles, CA 90026

Phone Number:

- (213) 352-4800

Fax Number:

- (213) 386-3075

E-mail Address:

- [30730@lapd.lacity.org](mailto:30730@lapd.lacity.org)

Provide a brief description of the request for expenditure from this Division Restricted Account:

- This money will be used to purchase new gym equipment for the Workout Room for the new Metropolitan Division Facility that now houses our entire Division. We currently do not have one piece of equipment for our officers to work out, requiring them to travel to the Police Academy or other Stations to complete their on-duty workout.

Has your Commanding Officer approved this request?  YES  NO

Name of Commanding Officer: EDWARD J. PROKOP, Captain

Signature of Commanding Officer: 

For questions, please contact Tracy Szpeinski at (213) 489-4636 or email [tracy@lapolicefoundation.org](mailto:tracy@lapolicefoundation.org).



# Invoice

Forge Fitness  
 15350 Fairfield Ranch Rd  
 Suite A  
 Chino Hills, CA 91709  
 UNITED STATES  
 P: (888) 992-1159  
 E: info@forgefitness.com  
 www.forgefitness.com

<b>Invoice #</b>	INV-6548
<b>Invoice Date</b>	Mar 22, 2016
<b>Customer</b>	LAPD Metro Station
<b>Currency</b>	USD

**Contact:**  
 Edward Prokop  
 edward.prokop@lapd.lacity.org  
 mobile: 310-924-0219

<b>PO #</b>	<b>Order #</b>	<b>Order Date</b>	<b>Payment Terms</b>
N/A	ORDER-7055	Mar 16, 2016	Credit Card

Qty	Item / Description	Unit Price	Total
12	ROB-35# Rubber Olympic bumper plate (35 lb), Dia.18-inch SKU: ROB-35#	52.50	630.00
20	ROB-45# Rubber Olympic bumper plate (45 lb), Dia.18-inch SKU: ROB-45#	67.50	1,350.00
2	25mm BARBELL - 8 BEARINGS, 1500 LB TESTED, BRASS BUSHING	249.00	498.00
5	28mm BARBELL - 8 BEARINGS, 1500 LB TESTED, BRASS BUSHING 28MM	249.00	1,245.00
2	3x3 24" Safety Bar (pair) SKU: ECORG-HSB	375.00	750.00
1	3x3 American Barbell 14' Stand Alone Rig This Rig comes with 4 squat stations, 4 pairs of J-hooks, and 6 pull-up bars as well as being upgraded to 10' posts with 2 posts being 12' for muscle ups and higher pull-up bars SKU: ECORG-14SA	3,088.00	3,088.00
1	3x3 Dip Bar SKU: ECORG-DB	145.00	145.00
4	Apollo Athletics FI Adjustable Bench (RSB-400-A) SKU: RSB-400-A	575.00	2,300.00
1	CB-47 Super 47" chromed smooth super curl bar with collars SKU: CB-47 Super	75.00	75.00

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Thanks from Forge Fitness!



# Invoice

Qty	Item / Description	Unit Price	Total
3	Concept2   Indoor Rower Black Model D w/PM5 Monitor SKU: 0-C2-PM5-BLK	897.00	2,691.00
4	Forge Fitness Plyo Box (20x24x30)	135.00	540.00
1	Forge Fitness Speed Jump Rope (Black) SKU: FORGE-FF3002	14.99	14.99
2	FR-Grid-31 Foam roller w grid, 31 x 6 inch SKU: FR-Grid-31	26.00	52.00
3	G-Rope-CL Climb rope, 23 feet x 1.5 inch SKU: G-Rope-CL	100.48	301.44
8	GOG-2.5 2" Charcoal gray Grip plate 2.5 lb SKU: GOG- 2.5	2.96	23.68
12	GOG-5, 2" Charcoal gray Grip plate 5 lb SKU: GOG- 5	5.90	70.80
2	KettleBell - 12Kg/26LB SKU: KTB12K	44.88	89.76
2	KettleBell - 16Kg/35LB SKU: KTB16K	60.00	120.00
2	KettleBell - 20Kg/44LB SKU: KTB20K	74.80	149.60
4	KettleBell - 24Kg/53LB SKU: KTB24K	88.40	353.60
2	KettleBell - 32Kg/70LB SKU: KTB32K	120.70	241.40
2	KettleBell - 8Kg/18LB SKU: KTB08K	29.92	59.84
4	Lacrosse Ball SKU: FORGE-FF-LAX-3000	6.99	27.96
2	Marcy Air 1 Air Bike	299.00	598.00
10	MAT-R Rubber Mat, 4'x 6'x 1/2" SKU: MAT-R	50.00	500.00
14	Olympic Spring Collar SKU: C402SP2	3.90	54.60
3	Resistance Bands (Color: Blue, Size: 2.25") SKU: G9-4UXT-D6WX, ASIN: B00GAC9B9S, FNSKU: B00GAC9B9S	24.00	72.00

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Thanks from Forge Fitness!



# Invoice

Qty	Item / Description	Unit Price	Total
3	Resistance Bands (Color: Purple, Size: 1.125") SKU: RA-LB4X-DFT7, ASIN: B00GAC9B7A, FNSKU: B00GAC9B7A	16.00	48.00
3	Resistance Bands (Color: Red, Size: 0.5") SKU: 6T-LM75-2P03, ASIN: B00GAC9B9I, FNSKU: B00GAC9B9I	10.00	30.00
3	Resistance Bands (Color: Yellow, Size: 0.8") SKU: 7S-W00G-J7EY, ASIN: B00PJAZXT4, FNSKU: B00PJAZXT4	13.00	39.00
14	ROBS-10 LB Rubber bumper plates (10 lb), Dia.17.5-inch SKU: ROBS-10	15.00	210.00
12	ROBS-15 LB Rubber bumper plates (15 lb), Dia.17.5-inch SKU: ROBS-15	22.50	270.00
12	ROBS-25 LB Rubber bumper plates (25 lb), Dia.17.5-inch SKU: ROBS-25	37.50	450.00
2	Slam Ball Set - 10,15,20,25,30 lb - One Each SKU: SB30SET	200.00	400.00
2	Suspension Trainer SKU: TRX-0102	50.00	100.00
1	W-BALL-30, Wall ball 30 lb SKU: W-Ball-30	95.20	95.20
1	Wall Ball - 10 LB SKU: WB10	68.00	68.00
2	Wall Ball - 14 LB SKU: WB14	74.00	148.00
4	Wall Ball - 20 LB SKU: WB20	79.00	316.00
2	Wall Ball - 25 LB SKU: WB25	82.00	164.00
2	30' Battle Rope	135.00/0	270.00
1	AB Custom Storage Solution (Includes 6x66" shelves for Dumbbells, Kettlebells, Bumper Plates, and Medicine Balls)	3,464.00/0	3,464.00
2	Bosu Ball	120.00/0	240.00
1	Cybex Seated Leg Press	3,225.00/0	3,225.00
1	Delivery and Installation	2,000.00/0	2,000.00
1	Dual Chin up/Dip Assist Machine	1,798.00/0	1,798.00
1	Dumbbell Set: 5-75lbs - Pairs of dumbbells up to 75lbs 15,20,20,25,30,35x2	1,950.00/0	1,950.00

continued on next page...

Thanks from Forge Fitness!





# Invoice

Qty	Item / Description	Unit Price	Total
1	Functional Fitness Trainer	3,205.00/0	3,205.00
2	GHD Slider	400.00/0	800.00
2	Life Fitness 95R Inspire	2,079.00/0	4,158.00
2	Life Fitness 95x Inspire Elliptical	3,389.00/0	6,778.00
1	Life Fitness Abdominal Machine	678.00/0	678.00
2	Life Fitness Integrity Treadmill 97T	3,379.00/0	6,758.00
1	Life Fitness Leg Curl/Leg Extension Machine	2,575.00/0	2,575.00
1	Life Fitness Seated Calf Raise Machine	698.00/0	698.00
1	Nautilus Lat Row Machine	2,800.00/0	2,800.00
1	Paramount Smith Machine	2,998.00/0	2,998.00
1	Preacher Curl Bench	550.00/0	550.00
1	Sisyphus 4' x 8' Peg Board and Rock Wall comes with 4 wood pegs	299.00/0	299.00
214		<b>Subtotal</b>	63,623.87
		<b>Discount</b>	8,623.87
		<b>Sales Tax</b>	0.00
		<b>S &amp; H</b>	0.00
		<b>Total</b>	<b>55,000.00</b>

**RECEIVED**

BY SIGNING BELOW, I CONFIRM THAT I HAVE RECEIVED THE ITEMS ABOVE.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Terms & Conditions**

ORDER ACCEPTANCE: By signing below I agree to pay the total amount above.

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. IN CONSIDERATION of entry onto premises or participation in any physical activity on the premises and/or use or nonuse of facilities, services, or equipment from Forge Fitness, LLC, and/or any affiliates or affiliate gyms, and all current or future subsidiaries, parents, affiliates, other related entities, successors, owners, members, directors, officers,

**Thanks from Forge Fitness!**



# Invoice

shareholders, agents, vendors, employees, servants, volunteers, assigns, investors, legal representatives and all individuals or entities of any of the aforementioned organizations (hereafter all of the preceding entities shall now be referenced collectively in the Agreement as "COMPANY"):

I, CLIENT of COMPANY ("CLIENT"), HEREBY ASSUME ALL RISK AND FULLY RELEASE, WAIVE, FOREVER DISCHARGE, COVENANT NOT TO SUE, acquit, and remise COMPANY, its parent, subsidiaries, affiliates, other related entities, successors, owners, members, directors, officers, shareholders, agents, vendors, employees, servants, volunteers, assigns, investors, legal representatives and all individuals or entities involved in the operations of COMPANY, and or manufacturers and distributors of facilities equipment on COMPANY premises, of and from any and all past, present, and future claims arising from their acts and/or omissions, including but not limited to demands, obligations, actions, causes of actions, rights, damages, negligence claims, gross negligence claims, assault claims, contract claims, intentional infliction of emotional distress claims, personal injury claims, premises liability claims, physical impairment claims, disfigurement claims, lost wages claims, loss of earning capacity claims, warranty claims, punitive damages claims, exemplary damages claims, and any other form of compensatory claims of any nature whatsoever, whether based on a tort, contract, or other theory of recovery, whether same be known and realized or unknown and not realized, that I, my assignees, heirs, distributees, guardians or legal representatives now have, have had, or ever will have; for injury, illness, death or damage resulting from my participation with COMPANY, presence on the premises or use of gym equipment and the risks involved with same. This release is intended by both parties to be as broad in its effect as allowed by law.

I HEREBY ACKNOWLEDGE AND AGREE that my use of COMPANY facilities, services, equipment, purchased equipment or premises involves risks of injury to persons and I assume full responsibility for such risks. I hereby release and hold COMPANY and manufacturers and distributors of gym equipment on premises or purchased harmless from all liability for any loss or damage, and forever give up any claims or demands therefore, on account of injury to me, my guests or my property, including injury leading to possible death, whether caused by the active or passive negligence of COMPANY, myself or otherwise, to the fullest extent permitted by law, while I am on, upon, or about COMPANY premises or using any COMPANY facilities, services or gym equipment. I have read this release and waiver of liability.

I HEREBY AFFIRM it is my voluntary and informed decision to release any future lawsuits or claims I have or may have and forever discharge and hold harmless COMPANY and or manufacturers and distributors of gym equipment on COMPANY premises or purchased from COMPANY from any and all liability, claims, demands, causes of action whatsoever arising out of any damage, loss, personal injury or death or damage while on the premises or during use or nonuse of exercise equipment. This release is valid and effective whether the damage, loss or death is the result of any act or omission on the part of COMPANY, from myself or from any other cause.

I understand that participation in physical activities and the use of COMPANY facilities, COMPANY equipment, or equipment purchased from COMPANY by me involves inherent risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, and injury to bones, joints, or muscles. I represent that I am voluntarily observing or participating in COMPANY activities, utilizing COMPANY or purchased equipment from COMPANY and using COMPANY facilities or gym equipment with full knowledge of all potential dangers involved therein. I hereby assume full responsibility for and risk of bodily injury, death or property damage (whether due to ordinary negligence or otherwise) arising in connection with my observation, participation in physical activities and use of COMPANY facilities and or gym equipment.

I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS COMPANY its owners, employees, agents, and distributors and or manufacturers of gym equipment on COMPANY Premises from any loss, liability, damage or cost (including but not limited to attorney fees) that I may incur or arise in connection with my presence in, upon or about the premises or my observation, participation in physical activities or the use of the facilities or equipment whether caused by their negligence or due to my negligence or otherwise.

I understand that this RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as permitted by the laws of California and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I affirm that I am of legal age, am freely signing this agreement, and that no oral

**Thanks from Forge Fitness!**



# Invoice

representations statements or inducements apart from this written agreement have been made.

IN CONSIDERATION of being permitted to enter COMPANY for any purpose, including, but not limited to observation, participating in physical activities, using facilities or equipment in any way, or purchasing equipment from COMPANY, CLIENT, CLIENT's personal representatives, heirs, assigns, and next of kin, hereby acknowledge, agree, represent, and warrant with respect to any present or future entry or use of equipment or purchased equipment into or use that:

Immediately upon entering or receiving equipment from a purchase, CLIENT should inspect the facilities and/or equipment of COMPANY or equipment purchased from COMPANY, and further warrants that such entry into COMPANY for observation, participation in physical activities or use of any facilities or equipment, by license or purchase, constitutes an acknowledgment that CLIENT finds and accepts same as being safe and reasonably suited for the purposes of such observation, participation or use in the facility or anywhere CLIENT places or utilizes the equipment.

CLIENT understands that participation in physical activities and the use of facilities or equipment at COMPANY involves inherent risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, and injury to bones, joints, or muscles. CLIENT is voluntarily observing or participating in COMPANY activities and using COMPANY facilities or equipment with full knowledge of all potential dangers involved therein. CLIENT assumes full responsibility for and risk of bodily injury, death or property damage, whether due to ordinary negligence or otherwise, arising in connection with observation, participation in physical activities and use of facilities and equipment.

Release of Liability includes but is not limited to injuries, or accidents which may occur as the result of the: (a) use or misuse of equipment in any way by anyone; (b) use of any equipment that malfunctions or breaks; (c) improper maintenance of the facility or equipment; (d) negligent instruction or supervision; (e) slipping, tripping or falling while using equipment or on the surrounding premises; or (f) any or all causes of injury associated with any merchandised purchased from COMPANY by CLIENT.

CLIENT is solely responsible for safety and well being of himself/herself or his/her guests. CLIENT understands COMPANY does not provide supervision, instruction, or assistance for the use of the facilities and equipment. CLIENT understands and acknowledges that the use of exercise equipment involves risk of serious injury, including permanent disability and death and COMPANY shall in no way be held responsible.

CLIENT agrees to comply with all rules imposed by the COMPANY regarding the use of the facilities and equipment. CLIENT agrees to conduct himself/herself in a controlled and reasonable manner at all times and to refrain from using any equipment in a manner inconsistent with its intended design and purpose, but even if used in such a manner, CLIENT waives all rights to sue COMPANY.

I have read and understood the foregoing release of liability, waiver of all claims, assumption of all risks, indemnification of Company, and I understand that by signing this agreement obligates me to indemnify the parties named for any liability for injury or death of any person and damage to any property caused by participation in any activity or purchase associated with COMPANY. I understand that by signing this form I am waiving valuable legal rights and do so voluntarily without recourse whatsoever against COMPANY.

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Thanks from Forge Fitness!**

INTRADEPARTMENTAL CORRESPONDENCE

March 30, 2016  
16.3

TO: Commanding Officer, Information Technology Bureau

FROM: Commanding Officer, Metropolitan Division

SUBJECT: LOS ANGELES POLICE FOUNDATION GRANT REQUEST FOR NEW  
METROPOLITAN DIVISION FACILITY WORKOUT EQUIPMENT

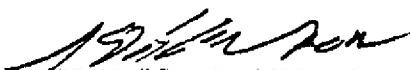
It is requested that the Metropolitan Division be approved for the donation of gym equipment valued at \$55,000.00 from the Los Angeles Police Foundation to properly equip the new Metropolitan Division Facility gym. Approval of this grant benefits the Department as follows:

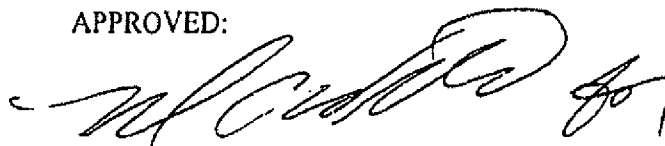
The donation will be used to properly outfit the new facility with fitness equipment to enable our personnel to maintain their physical fitness levels to commensurate with the Divisional requirements.

**The Los Angeles Police Foundation has restricted funds for this request. All possible conflicts of interest have been researched with negative results.**

Should you or a member of your staff have any questions concerning this matter, please contact Captain Greg McManus or myself at (213) 352-4700.

APPROVED:

  
EDWARD J. PROKOP, Captain  
Commanding Officer  
Metropolitan Division

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

Attachments

INTRADEPARTMENTAL CORRESPONDENCE

April 1, 2016  
16.3

**TO:** Commanding Officer, Administrative Services Bureau

**FROM:** Commanding Officer, Metropolitan Division

**SUBJECT:** REQUEST TO ACCEPT DONATION FOR NEW METROPOLITAN DIVISION FACILITY GYM EQUIPMENT

It is requested that Administrative Services Bureau (ASB) approve and forward correspondence to the Board of Police Commissioners to accept the unsolicited donation to fund the purchase of the Metropolitan Division Facility gym equipment with the value of \$55,000.00 from an Anonymous donor. The donation was offered on March 23, 2016.

The money will be used to purchase fitness equipment from Forge Fitness in Chino Hills, California. Forge Fitness has a five-year warranty for the equipment and will be responsible for the maintenance and repair of any equipment. After the five years, the Metropolitan Division Platoon Station Funds will bear the cost of any maintenance and repair. The donation will be used to properly outfit the new facility with fitness equipment to enable our personnel to maintain their physical fitness levels to commensurate with the Divisional requirements.

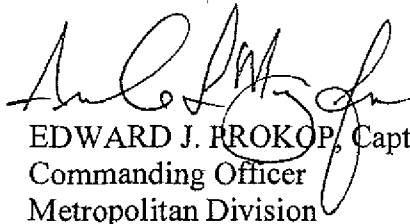
**DONOR INFORMATION:**

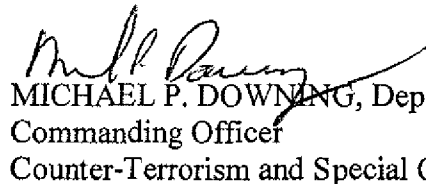
Anonymous

All possible conflicts of interest have been researched. No expressed or implied commitment or promise was 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 and LAPD patent. Metropolitan Division Commanding Officer, Captain Edward J. Prokop, has approved the purchase and use of the equipment.

If you have any questions, please have a member of your contact Lieutenant Lee McMillion, Metropolitan Division, Special Weapons and Tactics, Officer in Charge at (213) 352-4700.

APPROVED:

  
EDWARD J. PROKOP, Captain  
Commanding Officer  
Metropolitan Division

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

Attachment