

TRANSMITTAL

To: **THE COUNCIL**

Date: **10/09/20**

From: **THE MAYOR**

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.

A handwritten signature in blue ink, appearing to be 'Eric Garcetti', is written over the printed name.

(Ana Guerrero) for

ERIC GARCETTI
Mayor

LOS ANGELES POLICE COMMISSION

**BOARD OF
POLICE COMMISSIONERS**

EILEEN M. DECKER
PRESIDENT

SHANE MURPHY GOLDSMITH
VICE PRESIDENT

DALE BONNER
SANDRA FIGUEROA-VILLA
STEVE SOBOROFF

MARIA SILVA
COMMISSION EXECUTIVE ASSISTANT II



ERIC GARCETTI
MAYOR

RICHARD M. TEFANK
EXECUTIVE DIRECTOR

MARK P. SMITH
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

August 26, 2020

BPC #20-0094

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

Attention Heleen Ramirez

Dear Honorable Mayor:

RE: REQUEST FOR APPROVAL AND ACCEPTANCE OF THE DONATION RELATED TO THE COVID-19 PANDEMIC OF \$124,875.00, FROM THE LOS ANGELES POLICE FOUNDATION, FOR THE HEALTHY SHOE SANITIZER EQUIPMENT TO BE PLACED THROUGHOUT THE DEPARTMENT, FOR THE BENEFIT OF VARIOUS AREAS.

At the regular meeting of the Board of Police Commissioners held Tuesday, August 18, 2020, the Board APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in blue ink, appearing to read "Maria Silva".

MARIA SILVA
Commission Executive Assistant II

Attachment

c: Chief of Police

AGENDA DATE: AUGUST 18, 2020

OPEN SESSION

2-I

DEPARTMENT'S REPORT, dated July 21, 2020, relative to the approval of a non-monetary donation valued at \$124,875.00, for The Healthy Sole Shoe Sanitizer equipment to be placed throughout the Department, from the Los Angeles Police Foundation, for the benefit of various Areas, as set forth. [BPC #20-0094]

Recommendation(s) for Board action:

RECEIVE the Department's report and TRANSMIT the donation to the Mayor and City Council for acceptance.

Commissioner Decker moved, seconded by Commissioner Soboroff to APPROVE the Department's report and ACCEPT the donation. Unanimously adopted 4/0.

***Commissioners Figueroa-Villa was absent.**

INTRADEPARTMENTAL CORRESPONDENCE

BPC 20-0094 21
RECEIVED
Richard M. Tefank 8/13/20
EXECUTIVE DIRECTOR DATE

July 28, 2020
1.10

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: APPROVAL OF NON-MONETARY DONATION

RECEIVED
AUG 13 2020
POLICE COMMISSION

RECOMMENDED ACTION

1. That the Board of Police Commissioners APPROVE the Department's Report and TRANSMIT to the Mayor and City Council for ACCEPTANCE of the non-monetary donation of \$124,875 related to the COVID-19 Pandemic, for the Los Angeles Police Department (Department).

DONOR:

Los Angeles Police Foundation (Foundation)
Ms. Dana Katz, Executive Director
633 West 5th Street, Suite 960
Los Angeles, California 90071

PURPOSE:

A. Shoe Sanitizers

ESTIMATED VALUE:

\$124,875

DISCUSSION

This donation is related to the COVID-19 Pandemic and viewed as an essential donation. The Healthy Sole Shoe Sanitizer equipment has proven to kill 99.99% of exposed microorganisms such as bacterial and viral pathogens on the soles of shoes in 8 seconds. The shoe sanitizers will be distributed throughout the Department to be placed at the entrance of each facility to decrease the overall microbial load starting with shoe and floor contamination. It is essential that this donation be immediately dispersed to the Los Angeles Police Department Divisions during this crisis.

The Foundation is a private organization that provides resources and support to the Los Angeles Police Department. The Foundation has not entered into, performed under, or sought contract with the Department; has not attempted to influence the Department in the past year that would have a direct effect on the Foundation; the Foundation does not have any licenses, permits or other entitlements for use that the Department has influence over; nor does the Foundation own or operate a business within the City of Angeles; however, the Foundation's office is located within the City. To the best of our knowledge, there are no potential factors that may give the appearance of a conflict of interest in accepting this donation.

The Honorable Board of Police Commissioners

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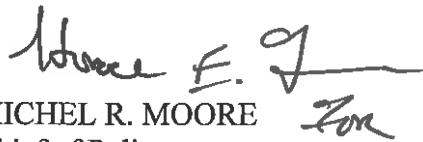
1.10

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 Department patents.

Administrative Services Bureau has reviewed the donation and ensured that Emergency Services Division verified there are no personal relations or conflicts associated with the involved donor. The donation 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.

If you have any questions, please contact Captain Kathryn Meek, Commanding Officer, Emergency Services Division, at (213) 486-5730.

Respectfully,

A handwritten signature in black ink, appearing to read "Michel R. Moore". The signature is stylized and includes a horizontal line extending to the right.

MICHEL R. MOORE
Chief of Police



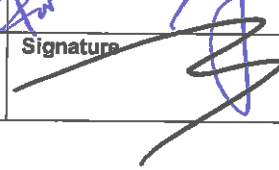
Los Angeles Police Department Donation Form

Emergency Donation Acceptance Form for COVID-19

Donor Information

BUSINESS NAME Los Angeles Police Foundation	NAME (LAST, FIRST, M.I.) Ms. Dana Katz, Executive Director
STREET ADDRESS 633 West 5 th Street, Suite 960	EMAIL N/A
CITY, STATE, ZIP Los Angeles, California, 90071	PHONE (213) 489-4636
WEBSITE N/A	ALTERNATE PHONE N/A

Donation Description

CHECK ONE: <input type="checkbox"/> MONETARY <input type="checkbox"/> PRODUCT / ITEM <input type="checkbox"/> SERVICE <input type="checkbox"/> OTHER	
AMOUNT / DESCRIPTION Shoe Sanitizer Equipment- See cost below	DATE RECEIVED N/A
INTENDED RECIPIENT OR BENEFICIARY OF DONATION: (e.g., Wilshire Area, Hollenbeck Area Cadets, Department personnel, METRO Mounted Platoon, etc.)	
To be distributed to various Department facilities.	
NOTES	
ITEM	VALUE
Healthy Sole Plus Units HS_1001 (25)	\$ 4,995.00
TOTAL COST: \$124,875.00	
Healthy Sole Plus Units HS_1001 (4)	\$ 0 - Donated by HealthySole
LAPD Employee Notified: Print Name / Serial Number / Assignment SGT SUSAN MICKLES	Signature  Date 7/12/20
Supervisor Approving: Print Name / Serial Number / Assignment SGT SUSAN MICKLES	Signature  Date 7/12/20
Commanding Officer: Print Name / Serial Number / Assignment COMMANDER EDWARD PROKOP	Signature  Date 9 JUL 20

Employee shall e-mail the completed and signed Donation Form to Administrative Services Bureau (ASB) for processing. E-mail forms to: Donations@lapd.online

633 W. 5th St., Suite 960, Los Angeles, CA 90071
Phone: (213) 489-4636
Fax: (213) 489-4697
E-mail: jacqui@supportlapd.org

**Los Angeles Police
Foundation**

Grant Request

Grant Number: 2020-040
Grant Amount: \$124,875
Grant Received from: Administrative Services Bureau
Grant Includes: Shoe Sanitizers

Grant Summary:

Funding will be used to purchase 25 shoe sanitizers to be placed at the entrance of LAPD facilities to assist in reducing the spread of Covid-19.

Submitted to city: No

Funding: The amount of \$124,875 would come from funds restricted for this purpose.

Recommendation: I recommend approval of this grant.

Thank you for your prompt attention to this grant request.



2020 GRANT APPLICATION

Grant Number 2020 - 040 (office use only)

Date: 07/02/20

Amount Requested: \$124,875.00

Contact Name(s): Sergeant Susan Mickles

Department/Unit: Administrative Services Bureau

Mailing Address: 100 W. 1st Street, Los Angeles, CA 90012

Phone Number: (213) 486-7060

Fax Number:

E-mail Address: 31127@lapd.online

Name of Program/Equipment requesting funding for: COVID-19 EMERGENCY DONATIONS

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

Sanitation Equipment for Shoes

The Healthy Sole shoe sanitizer equipment has proven to kill up to 99.99% of exposed microorganisms such as bacterial and viral pathogens on the soles of shoes in 8 seconds. The shoe sanitizers will be distributed through out the Department to be placed at the entrance of each facility to decrease the overall microbial load starting with shoe and floor contamination, due to the Covid-10 Pandemic.

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:

If no, please explain the reason why it was not submitted: NOT IN BUDGET

What objectives will be accomplished if the funding is granted? SANITATION AT EACH DIVISION

How many officers will be impacted with this grant?

ALL SWORN AND CIVILIAN EMPLOYEES

How will the community be impacted by this grant?

SAFETY AND SANITATION

Describe the short term outcome and long term impact you anticipate within the Department and in the community it serves as result of this grant.

SHORTENING THE COVID-19 CURVE

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

DISCUSSIONS WITH ASB AND OUTCOME IN SHORTENING THE CURVE

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

Has your commanding officer approved this request? YES NO

Name of commanding officer: COMMANDER EDWARD PROKOP

Signature of commanding officer:



For questions, comments, or concerns, contact Jacquie McAndrews at (213) 489-4636 or email jacqui@supportlapd.org.

Healthy Sole LLC
774 Mays Boulevard #10, PMB 220
Incline Village, NV 89451 US
pkassel@healthysole.com

Estimate



ADDRESS
Los Angeles Police Foundation
633 W 5TH ST #960
Los Angeles CA 90071

SHIP TO
Emergency Services Div.
555 Ramirez St
Los Angeles CA 90012

ESTIMATE #	DATE	EXPIRATION DATE
1086	07/01/2020	07/31/2020

SHIP VIA
UPS Freight

SALES REP
Chris Griffith

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	HealthySole Plus Unit (NI) HS-1001	HealthySole Plus Unit v1.0, Non-Inventory Tracked	25	4,995.00	124,875.00T

Make all checks payable to HealthySole LLC

No tax applied due to tax exemption. For this to be reflected in the invoice, a tax exemption document must be attached to the estimate approval.

Waved Shipping Charges for Law Enforcement Multi Unit Discount.

Shipment will occur within 15 days of order placement

Payment must be made within 30 days of receiving Shipment

Credit Card Payment option available on request (2.25% fee paid by customer)

If paying by check, please send check to:
HealthySole LLC
832 N Occidental Blvd, Apt 1
Los Angeles CA, 90026

SUBTOTAL 124,875.00
TAX (0%) 0.00
TOTAL **USD 124,875.00**

Accepted By

Accepted Date

HEALTHYSOLE

- 1.1 Newly Manufactured Products: For the purposes of this warranty schedule, "newly manufactured" products include ex-demo equipment purchased directly from a HealthySole representative and equipment that may include refurbished components subject to the same quality standards as new products, except as otherwise noted on the quotation provided to the Customer.
 - 1.2 Healthy Sole warrants that it will repair each covered product during its applicable warranty period if not free from defects in materials or manufacturing or otherwise operating in all material respects in accordance with the functional specifications in the user guide. This warranty is made only to the initial purchaser of the product and cannot be transferred.
 - 1.3 The foregoing warranty does not apply to: (a) physical damage to the HealthySole unit due to abuse, negligence, intentional damage, immersion, improper cleaning, exposure to natural elements, extreme temperatures, or any other act of God, including a pattern of repeated failure that could be indicative of systemic abuse; (b) damage resulting from improper movement or relocation of the device (e.g., dropping or improper disassembly/reassembly); (c) improper handling of the device's electrical cord/AC power adapter; or (d) the dismantling, repair, or alteration of the Covered Product by unauthorized personnel. Determination of such abuse shall be the sole right and responsibility of HealthySole or its representative.
 - 1.4 The Warranty Period for all Covered Product begins on the date that HealthySole ships the Covered Product. The warranty period for any replacement product or component or repair to a Covered Product furnished to the Customer as a warranty remedy will be the longer of the unexpired portion of the warranty period applicable to the repaired or replaced Covered Product, or ninety (90) days.
 - 1.5 **Exclusive Warranty Remedies:** In the event of a breach of warranty of a Covered Product, the Customer must notify HealthySole in writing (Service@HealthySole.com) within a reasonable time period and in no event more than thirty (30) days after the discovery of the breach. Upon timely notice, HealthySole will, at its own discretion and option, repair, adjust, or replace (with new or exchanged replacement systems or parts) the non-conforming covered product. If HealthySole determines that such repair, adjustment or replacement cannot occur despite reasonable efforts, then HealthySole may elect to refund to Customer the amount paid by Customer for the covered product as the means for full satisfaction of HealthySole's obligations under this Warranty Schedule. The remedy selected by HealthySole in accordance with this paragraph shall be the exclusive and sole remedy of the customer for any breach of warranty.
- 1.6 Customer Responsibility for Product Return:**
- (1) To obtain warranty service, the Customer must contact Healthy Sole via writing at Service@HealthySole.com
 - (2) Service may be performed at the Customer site or at a HealthySole authorized service location (at HealthySole's expense). Title to and the risk of loss, damage or casualty to the Covered Product remains with the Customer until delivery to the HealthySole authorized service location. HealthySole's Terms and Conditions of Sale will govern the return of repaired items or replacement with new product to the Customer.

HEALTHYSOLE

- (3) Customer is responsible for backing up all data stored on the Covered Product, if any. Notwithstanding the foregoing, HealthySole is not responsible for any loss of stored data that may occur while Covered Products are being repaired.
- (4) In the event that HealthySole provides replacement and/or loaner equipment as a result of such service events, said replacement or loaner equipment remains at all times the property of HealthySole and must be returned by Customer to HealthySole promptly upon Customer's receipt of repaired equipment. Customer shall not transfer care or custody of the replacement and/or loaner equipment or otherwise encumber HealthySole's ownership rights therein. While in possession of the replacement and/or loaner equipment, Customer is solely responsible for its proper care, and shall be liable for any loss or damage, normal wear and tear excepted. Failure to return replacement and/or loaner equipment within twenty-one (21) days of Customer's receipt of repaired equipment will result in the accrual of rental fees of \$100 per day. Failure to return the replacement and/or loaner equipment within thirty (30) days of Customer's receipt of its own repaired equipment will result in the invoicing of Customer for the fair market value (FMV) of the loaned or replaced equipment. As a result of invoicing, Customer's account may be placed on credit hold until the issue is resolved. Customer acknowledges and agrees that any shipment delays due to unpaid customer invoices, including those for unreturned equipment, shall not be deemed a warranty repair.
- 1.7 HealthySole does not service product on site outside of the United States. Product requiring warranty repair must be returned to the HealthySole designated service center with return authorization (RMA) number acquired in advance of shipment. Customer is responsible for all fees associated with return and repair.