

DATE SUBMITTED 08/28/2019  
 SUBMITTED BY Imperial Police Dept.  
 DATE ACTION REQUIRED 09/04/2019

COUNCIL ACTION (x)  
 PUBLIC HEARING REQUIRED ( )  
 RESOLUTION ( )  
 ORDINANCE 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )  
 CITY CLERK'S INITIALS 30

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT:	DISCUSSION/ACTION:  1. The Imperial Police Department requests approval of the Operational Agreement between the Imperial Police Department and the Imperial County District Attorney's Office ISubpoena Participation Program.		
DEPARTMENT INVOLVED:	POLICE DEPARTMENT		
BACKGROUND/SUMMARY:	This is an Operational Agreement between the City of Imperial Police Department, and the Imperial County District Attorney's Office ISubpoena Program to provide electronic submission of subpoenas by the ICDA Office to the Imperial Police Department. Please see attached documentation from the Imperial County District Attorney's Office.		
FISCAL IMPACT: NONE	ADMIN SERVICES SIGN INITIALS	<u>VS</u>	
STAFF RECOMMENDATION: Staff recommends approval of this agreement.	DEPT. INITIALS	<u>ML</u>	
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS	<u>SM</u>	
MOTION:	SECONDED: APPROVED ( ) REJECTED ( ) AYES: DISAPPROVED ( ) DEFERRED ( ) NAYES: ABSENT: REFERRED TO:		



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[jvanhout@legalnotificationservices.com](mailto:jvanhout@legalnotificationservices.com)  
[jvanhout@isubpoena.com](mailto:jvanhout@isubpoena.com)

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## **LAW ENFORCEMENT AGENCY AGREEMENT - ISUBPOENA PARTICIPATION -**

This agreement acknowledges the participation of the **Imperial Police Department** with the **ISubpoena Professional Criminal Subpoena Delivery System** purchased by **Imperial County District Attorney's Office**.

**Legal Notification Services, Inc.** (hereafter "Developer"), the **Imperial County District Attorney's Office** (hereafter "Purchaser") and the **Imperial Police Department** (hereafter "Participant"), referred to jointly herein as the "Parties," with regard to the purchase of Developer's ISubpoena Professional automated subpoena software system (hereafter "System") by Purchaser.

### 1. Nature of Agreement

Developer has developed the System as a legal services system intended as a cost effective method of preparing, serving and managing subpoenas issued in the course of legal proceedings.

Purchaser has agreed to purchase the System for utilization in the course of investigating and prosecuting criminal and civil cases by Purchaser. Developer agrees to provide the System and all reasonable and necessary materials, training and support to facilitate Purchasers and Participant's use of the System.

Participant agrees that if participant's employees utilize the ISubpoena system by downloading and interacting with the ISubpoena app on the employee's personal smartphone or any other mobile device, or by receiving and responding to emails from

the ISubpoena system on the employee's personal devices, or viewing the ISubpoena web portal or website on any of the employee's personal electronic devices, that these interactions are not tantamount to a wholesale waiver of the employee's constitutional right to privacy on these personal devices relating to the use of the ISubpoena system.

## 2. Set Up, Configuration, Training and Support

Developer agrees to provide Purchaser with System set up and configuration promptly following execution of this Agreement. Developer agrees to provide reasonable and sufficient training and support to Purchaser and Participant in order to facilitate Purchaser and Participant's use of the System.

## 3. Payment and Billing

Purchaser has agreed to tender the initial purchase price for Setup, Configuration, Training and Support and for Participant officers under separate agreement with Developer. No additional payments will be required from the Participant in future additions of officers or system maintenance fees and no funds will be credited for deleting Officers.

## 4. Ownership and Copyright

As between Developer, Purchaser and Participant, Developer will be and remain the sole owner of the System and of all copyrights, patents and trademarks associated with the System. Purchaser and Participant's use of the System shall be under license by Developer. Developer retains all rights with respect to the sale, reproduction, marketing, development and distribution of the System. All rights not expressly granted in this Agreement will remain with Developer, including the right to develop additional versions of the System, including for any and all platforms. Purchaser and Participant shall not undertake any action by which a third party will have any colorable claim of rights with respect to the System.

## 5. General Provisions

This agreement is intended to be a legally binding and shall govern the relationship of the Parties to this agreement until such time that it is replaced by definitive documents addressing the same subject matter.

Nothing in agreement is intended to be, nor shall be, construed to create an employer-employee relationship, or a joint venture relationship, or to allow Purchaser or Participant to exercise discretion or control over the professional manner in which Developer performs any service component of this agreement, provided however, that the performance of any such services shall be in a manner consistent with the generally accepted professional standards applicable to such services. Developer shall not be eligible under the agreement for any benefits or compensation from Purchaser or Participant not specifically set forth herein.

This Agreement may only be modified in writing.

Dated: August 9, 2018



\_\_\_\_\_  
Legal Notification Services, Inc.  
Cornelis Van Hout - CEO  
ISubpoena Developer and Owner

Dated: \_\_\_\_\_

\_\_\_\_\_  
Imperial County District Attorney  
Gilbert G. Otero

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chief Leonard J. Barra  
Imperial Police Department