

**BOARD OF COUNTY COMMISSIONERS  
SARPY COUNTY, NEBRASKA**

**RESOLUTION RATIFYING SUBMISSION OF THE IN-CAR CAMERA MINI- GRANT APPLICATION  
FOR THE SARPY COUNTY SHERIFF'S OFFICE AS REFERENCED IN ATTACHED MEMO**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

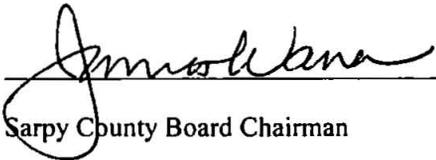
WHEREAS, the grant referenced in the attached memo is available to the Sarpy County Sheriff's Office; and,

WHEREAS, Sarpy County Sheriff Jeff Davis signed the application for the grant; and,

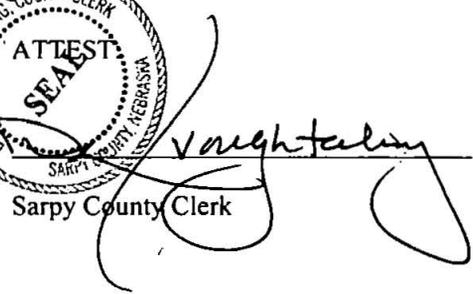
WHEREAS, Sarpy County is committed to and supports funding for the grant referenced in the attached memo; and;

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners that the submission of the grant application referenced in the attached memo for the Sarpy County Sheriff's Office is hereby approved.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the 8<sup>th</sup> day of January, 2013.

  
Sarpy County Board Chairman



  
Sarpy County Clerk

# Sarpy County Board of Commissioners

1210 GOLDEN GATE DRIVE  
PAPILLION, NE 68046-2895  
593-4155

[www.sarpy.com](http://www.sarpy.com)

ADMINISTRATOR Mark Wayne

DEPUTY ADMINISTRATOR Scott Bovick

FISCAL ADMIN./PURCHASING AGT. Brian Hanson



## COMMISSIONERS

Don Kelly District 1  
Jim Thompson District 2  
Tom Richards District 3  
Brenda Carlisle District 4  
Jim Warren District 5

## MEMO

To: Sarpy County Board

From: Lisa A. Haire

Re: Nebraska Office of Highway Safety Mini-Grant Application for in-car cameras for the Sarpy County Sheriff's Office

On January 8, 2013, the County Board will be asked to ratify the submission of the attached mini-grant application for in-car cameras for the Sarpy County Sheriff's Office.

The grant will provide funding for the Sarpy County Sheriff's Office (SCSO) to purchase 3 in-car cameras for use in SCSO cruisers. The Nebraska Office of Highway Safety will reimburse Sarpy County up to \$10,500. Sarpy County will be responsible for the remaining \$2,685 which will be deducted from the Road Patrol budget.

Please do not hesitate to contact me if you have comments or questions.

January 4, 2013

A handwritten signature in black ink that reads "Lisa A. Haire". The signature is written in a cursive style and is positioned above a horizontal line.

Lisa A. Haire

593-1565

cc: Mark Wayne  
Brian Hanson  
Scott Bovick  
Sheriff Davis  
Captain Yost  
Deb Houghtaling



Nebraska Office of Highway Safety (NOHS)

**IN-CAR CAMERA SYSTEM**

**MINI-GRANT CONTRACT APPLICATION AND AWARD**

MUST BE APPROVED BY NOHS PRIOR TO PURCHASE

Please Type DATE: 1-2-13

APPLICANT : Sarpy County Sheriff Dept

ADDRESS : 8335 Platteview Rd

CITY, STATE, ZIP : Papillion, NE 68128

TELEPHONE NO. : 402-593-2288 FEDERAL I.D. NO. : 47-6006504

EMAIL ADDRESS : RZeeb@sarpy.com

PROJECT DESCRIPTION: The purpose of this Mini-Grant Contract is to provide funding assistance to law enforcement agencies to acquire digital in-car camera system(s). The NOHS will provide funding assistance for a maximum of three (3) in-car cameras at either 75% of the cost of the unit, or \$3,500.00 per unit, whichever cost is lower.

The applicant must submit the following supporting documentation with this application:

- 1) make, model, manufacturer and itemized cost summary of the equipment to be purchased; and,
- 2) a copy of your agency's current seat belt policy and drug-free workplace policy.

Upon receipt of the equipment the agency agrees to provide annual reports of the activity generated (i.e. number of recorded traffic stops) to the NOHS for three (3) years.

**CONTRACTUAL SERVICES:**

1) Number of In-Car Camera System(s)	<u>3</u>
2) Total Cost per Unit	<u>\$ 4395</u>
3) Cost to Law Enforcement Agency	<u>\$ 13185</u>
4) Cost to Nebraska Office of Highway Safety	<u>\$ 10500</u>

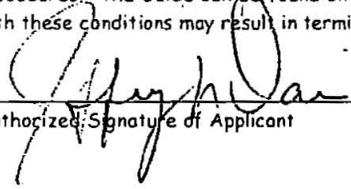
The applicant will be responsible for the bid process, selection, acquisition, initial payment, installation, maintenance and provide operator training for personnel utilizing the in-car camera system.

Within sixty (60) days from the date of this award the reimbursement request must be submitted to NOHS. After sixty (60) days, reimbursements will not be honored.

This Mini-Grant Contract is financed on a reimbursement basis. The applicant must 1) receive approval of the Mini-Grant Contract from the NOHS prior to purchase; 2) incur the expenses (pay the bills); 3) request reimbursement for the amount awarded on a "Mini-Grant Contract Claim for Reimbursement (CR); and 4) complete the CR and attach the required supporting documentation as prescribed below.

- a) Itemize each expenditure on the Claim for Reimbursement located on the NOHS website at: [www.transportation.nebraska.gov/nohs/contract.html](http://www.transportation.nebraska.gov/nohs/contract.html)
- b) Attach a copy of the invoice(s) from the vendor with the itemized costs of the equipment.
- c) Attach a copy of the check(s) paid by the applicant to the vendor for the equipment.
- d) Provide the serial numbers for the equipment.

Acceptance of Conditions: The Mini-Grant Contract Award recipient agrees to comply with all applicable federal and state laws, rules and regulations, and certification and assurances located in Attachment A of the Grant Contract Proposal Guide and Policies and Procedures. The Guide can be found on the NOHS website at [www.transportation.nebraska.gov/nohs/contract.html](http://www.transportation.nebraska.gov/nohs/contract.html). Failure to comply with these conditions may result in termination of this Grant Contract Award. All Awards are subject to availability of Federal Funding.


1/2/13  
 Authorized Signature of Applicant Date Sheriff Jeff L. Davis  
Print or Type Name  
  
Fred E Zwonechek, Administrator  
Print or Type Name

Return completed form to: Nebraska Office of Highway Safety  
 P.O. Box 94612  
 Lincoln, Nebraska 68509-4612

Phone (402) 471-2515  
 FAX (402) 471-3865

**TO BE COMPLETED BY NOHS**

Project No. : SB: DF: Contract Approval Date:

The Catalog of Federal Domestic Assistance (CFDA) number assigned to this Mini-Grant Contract is 20.601.



Quote:	QUO-04703-G3M5Q4
Date:	12/28/2012
Page:	1

9705 Loiret Blvd.  
Lenexa, KS 66219

**End User:**

Sarpy County Sheriff Lt. Rzeeb 8335 Plattview Rd Papillion, NE 68046
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Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
SARNE0	BH	FEDERAL EXPRESS		Michelle White	90 Days

Ordered	Item Number	Description	Discount	Price	Ext. Price
3	001-0750-30	DVM750 Mirror Kit Complete V3		\$4,395.00	\$13,185.00

**Notes:**

Nebraska state pricing

Total Discount	
Subtotal	\$13,185.00
Misc	
Tax	\$0.00
Freight	
<b>Total</b>	<b>\$13,185.00</b>

**Thank you for your interest!**

If you would like to place an order, please contact Digital Ally or your local rep.

**TERMS OF SALE**

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as "you".

- 1. Exclusion of Other Terms; Entire Agreement.** Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, these Terms, the warranty and any special conditions executed by you and Digital Ally (collectively, the "Order") supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us.
- 2. Payment.** Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less. You must also reimburse Digital Ally for its costs incurred (including internal administrative expenses and reasonable attorneys' fees) in the collection of your past due invoices.
- 3. Security Interest.** Digital Ally retains a security interest in all goods delivered to you and all proceeds until paid in full. You agree, without further consideration, at any time to do or cause to be done, all acts, and to execute and deliver, all such documents as may reasonably be requested in order to protect Digital Ally's security interest in the goods, including the filing of financing statements may deem necessary to perfect its security interest.
- 4. Taxes.** In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.
- 5. Shipment.** Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's manufacturing facility in Grain Valley, Missouri.



Quote	QUO-04703-G3M5Q4
Date	12/28/2012
Page	2

6. **Force Majeure.** Digital Ally will not be liable to you for any loss, damage, delay, or failure of delivery resulting from causes that are beyond Digital Ally's reasonable control. DIGITAL ALLY WILL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES FROM ANY DELAY WHATSOEVER.

7. **Limitation of Liability.** You assume all risk from your purchase and use of the goods. Neither you nor Digital Ally will be liable to the other for any consequential damages, punitive damages, special, incidental or exemplary damages suffered by the other in connection with its performance of its obligations under this Order. DIGITAL ALLY'S AGGREGATE LIABILITY UNDER THIS ORDER WILL NOT EXCEED AMOUNTS PAID BY YOU TO DIGITAL ALLY UNDER THIS ORDER.

8. **Warranty; Limitations on Remedies.** Digital Ally's warranty on the goods provided under the Order is set out in a separate statement, which sets forth the only warranty applicable to the goods sold under this Order. THAT WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES THAT EXTEND BEYOND DIGITAL ALLY'S WARRANTY STATEMENT. ALL IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. YOUR SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY CLAIM WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS

9. **Indemnity.** You will defend Digital Ally, its managers, agents, employees, successors and assigns, and will pay all damages, losses, costs and expenses, including reasonable attorney's fees, incurred by the indemnified party arising out of, or incidental to, your selection, purchase and use of the goods under this Order. This indemnification will survive the expiration or termination of this Order.

10. **Risk of Loss.** Risk of loss to goods purchased will pass to you at the earlier of the time the goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.

11. **Acceptance; Claims for Shortage or Error.** Delivered goods will be deemed accepted upon the earlier of your formal acceptance of the goods or the expiration of 30 days from receipt. If you discover upon initial inspection that (a) some or all of the goods are defective or (b) do not conform to Digital Ally's warranty, may be returned to Digital Ally for replacement or a refund of the purchase price. Digital Ally is not responsible for goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim. Claims for shortages in shipment not chargeable against the carrier will not be considered unless notice is given within 10 days from date of receipt.

12. **Compliance with Laws.** You will comply with all laws and regulations applicable to you, including those dealing with the purchase and distribution of the products purchased under this Agreement. You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Products within your jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or re-exportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Products purchased under this Agreement to any party, if such a sale would constitute a violation of any laws or regulations of the United States. You represent and warrant that neither you, nor any of its directors or any of its members, managers, officers, employees, or agents is an official agent, or employee of any government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event, which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

13. **Governing Law; Jurisdiction and Venue.** This Order and all disputes arising under this Order are exclusively subject to, governed by, and construed in accordance with the law of the State of Kansas, without regard to rules of conflicts of law. Any action relating to this Order must be brought in state or federal courts located in Johnson County, Kansas, and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in such courts.

14. **Prevailing Party's Attorneys' Fees.** In the event of any litigation or arbitration related to this Order, the prevailing party will be entitled to recover from the non-prevailing party, the costs and expenses (including attorneys' fees) reasonably incurred by the prevailing party in connection therewith.



Quote	QUO-04703-G3M5Q4
Date	12/28/2012
Page	3

STANDARD OPERATING PROCEDURE		G-1500		
	<b>SARPY COUNTY SHERIFF'S OFFICE PAPILLION * NEBRASKA JEFFREY L. DAVIS SHERIFF</b>	DATE ISSUED 12/04/06	DATE REVISED 11/17/08	DATE REVIEWED 04/01/12
		APPROVED:  <i><b>JEFFREY L. DAVIS</b></i>		
CHAPTER TITLE GENERAL	RESOURCES N.R.S. 53-103 DRUG-FREE WORKPLACE ACT OF 1988			
SUBJECT DRUG-FREE WORKPLACE	CROSS REFERENCE <u>G-2200 DISCIPLINE</u> <u>G-2300 MEMBER RIGHTS AND REQUIREMENTS</u> <u>G-7600 EMPLOYEE ASSISTANCE PROGRAM</u> <u>G-10200 EVIDENCE AND PROPERTY</u>			

**I. Purpose:**

The purpose of this policy is to provide the guidelines for a drug-free workplace at the Sarpy County Sheriff's Office.

**II. Policy:**

The Sarpy County Sheriff's Office is committed to maintaining a safe, healthy, and productive work environment for all employees and to ensure the safe and efficient delivery of services to the citizens of Sarpy County. To that end, the Sheriff's Office prohibits the use and/or abuse of alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to perform safely and effectively the functions of his or her assigned position. All Sheriff's Office employees are subject to this policy and any violation of this policy may result in disciplinary action up to and including termination.

**III. Definitions:**

- A. ALCOHOL OR DRUG ABUSE:** For purposes of this policy, alcohol and/or drug abuse shall be defined as an employee's dependence or addiction to sufficient severity to have the effect of impairing the performance of his or her official duties or his or her job performance.
- B. LEGAL DRUG:** Prescribed drugs and over-the-counter drugs which have been legally obtained and are being used for the purpose for which they are prescribed or manufactured.
- C. ILLEGAL DRUG:** Any drug which is not legally obtainable, or which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes.

- D. ALCOHOL:** Alcohol shall mean any product of distillation of any fermented liquid, whether rectified or diluted, whatever may be the origin thereof, synthetic ethyl alcohol, the four varieties of liquor defined in subdivisions (2) to (5) of section 53-103 of Nebraska Statutes alcohol, spirits, wine and beer, every liquid or solid, patented or not, containing alcohol, spirits, wine, or beer, and alcohol used in the manufacture of denatured alcohol, flavoring extracts, syrups, or medicinal, mechanical, scientific, culinary or toilet preparations.
- E. REASONABLE SUSPICION:** For the purposes of this policy, reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs and/or alcohol so that the employee's ability to perform his or her job duties is impaired or so that the employee's ability to perform his or her job safely is reduced. Reasonable suspicion may result from actual observation of the use or ingestion of a substance by an employee. It may be based on reliable information that the employee is currently or has recently used or possessed a controlled substance, or an open container with alcohol on the job. Reasonable suspicion may result from an observation of physical symptoms such as slurred speech; red, watery eyes; unsteady gait; dilated pupils, and drowsiness and actual sleeping on duty. In addition, reasonable suspicion may result from the observation or behavioral symptoms such as severe mood swings, unexplained personality changes, inattention to personal hygiene, and frequent accidents.

#### IV. Procedures:

##### A. Training:

1. All Sarpy County Sheriff's Office employees and each newly hired employee shall receive drug abuse awareness training. This training shall include, but may not be limited to:
  - a) A definition of drug abuse.
  - b) The effects of drug abuse.
  - c) The dangers of drug abuse in the workplace.
  - d) The availability of counseling and treatment programs through the employee assistance program (EAP).
  - e) The disciplinary actions which may be imposed on employees for drug abuse violations.
2. Each Sheriff's Office employee shall sign a drug-free workplace awareness form. The signed form shall be permanently maintained in the employee's personnel file. Each employee's signature shall certify that he or she:
  - a) Has received drug abuse awareness training.
  - b) Understands and shall abide by the drug-free workplace policy.
  - c) Is aware of counseling and treatment available through EAP.

- d) Has knowledge of the possible disciplinary actions which may be imposed for violations of the drug-free workplace policy.
  - e) Has received an explanation of the drug testing policy.
  - f) Has received a copy of the drug testing guidelines.
3. Supervisors shall also be trained to recognize conduct and behavior that may be the result of an employee abusing drugs and/or alcohol. The training shall encourage supervisors to refer employees to EAP or other community resources prior to the abuse affecting job performance.

**B. Drug-Free Workplace Guidelines:** Violations of any of the following guidelines is subject to disciplinary action up to and including termination and/or criminal prosecution, unless the conduct falls within the exceptions contained in this policy.

1. No employee shall use, be under the influence of, store or possess any illegal drug.
2. No employee shall use or be under the influence of a legal drug (such as over-the counter or prescription drugs) while performing assigned duties, or while in or about the Sheriff's Office facilities or operating county vehicles, to the extent such use affects the safety of the employee or others or the employee's job performance.
  - a) Employees required to take medication shall inform their supervisors of any such potential situation.
  - b) Failure to advise a supervisor of the use of any medication which may interfere with the safe and effective performance of duties or operation of Sheriff's Office equipment may result in disciplinary action.
  - c) Employees using such substances may be required to submit a physician's release for duty.
3. No employee shall unlawfully manufacture, distribute, or dispense any illegal drug.
4. Employees shall not report for duty or remain on duty:
  - a) With the odor of alcoholic beverage about their persons.
  - b) With an alcohol concentration of .02 or greater.
  - c) Within eight (8) hours after consuming any alcoholic beverages. If an employee is called in for emergency duty (e.g. High Risk Incident) and he or she has consumed alcohol within eight (8) hours, he or she shall notify a supervisor or command officer and advise him or her that the employee has consumed alcohol, the amount of alcohol, and the time since the last consumption. The supervisor or

command officer may determine that the alcohol consumption will not impair the employee's performance and may have the employee report. The other two conditions a) and b) above must be adhered to under this circumstance.

5. No employee shall use or have in his or her possession any alcoholic beverage while on duty, nor purchase or consume alcoholic beverages while wearing any item of uniform apparel.
6. While off duty, employees shall refrain from consuming alcoholic beverages to the extent that it results in impairment, intoxication, or behavior that may discredit themselves or the Sheriff's Office.
7. Employees shall not store or bring alcoholic beverages into any Sheriff's Office facility or vehicle.
8. No employee shall refuse to submit to an alcohol or drug test as provided for in this policy nor tamper with any drug or alcohol test specimens, nor attempt to invalidate or interfere with the test or results in any manner.
9. Any employee convicted of any criminal drug statute violation is required to notify the Sheriff's Office as soon as possible (no later than five calendar days) after the conviction. The Sheriff's Office shall notify the federal government of any convictions in violation of the drug-free workplace policy.

**C. Exceptions:**

1. Property and Evidence:
  - a) The possession of alcoholic beverages and controlled substances as evidence or seized property is permitted.
  - b) Alcoholic beverages and controlled substances taken into custody by employees shall be properly tagged and secured according to established procedures (G-10200 Evidence and Property) prior to the end of the employee's tour of duty.
2. Training:
  - a) Alcoholic beverages may be consumed by employees who are subjects in controlled drinking exercises approved by a command officer as part of official Sheriff's Office training programs or demonstrations.
  - b) Instructors may check controlled substances out from an Evidence Technician for demonstration and field testing as part of official training courses approved by a command officer.

3. Investigations:

- a) Alcoholic beverages may be purchased, possessed, and consumed in moderation when necessary for an undercover investigation, and when approved in advance by a command officer.
- b) Other deviations from this policy may be made when necessary in the course of an investigation, and when approved in advance by a command officer.

D. **Counseling and Treatment:** The Sarpy County Sheriff's Office provides an employee assistance program to assist employees who suffer from drug and/or alcohol abuse (see G-7600 Employee Assistance Program).

1. It is the responsibility of each employee to seek assistance prior to drug abuse problems leading to disciplinary action.
2. Once a violation of this policy has occurred subsequent, voluntary use of EAP shall have no bearing on the determination of appropriate disciplinary action.
3. An employee's use of EAP shall not be used as a basis for disciplinary action and shall not be used against the employee in any manner. Utilization of EAP, however, shall not be a defense to the imposition of disciplinary action where facts proving a violation of this policy are independently obtained.

E. **Disciplinary Action:** Violation of this policy may result in disciplinary action, up to and including termination, even for a first offense.

F. **Drug and/or Alcohol Testing Guidelines:** The Sarpy County Sheriff's Office policy provides that individuals may be tested for the presence of drugs and/or alcohol in six circumstances.

1. As part of the pre-employment process. Any applicant who refuses to submit to a chemical test shall not be hired.
2. An employee injures or kills another person in the line of duty.
3. The employee in question requests his or her sobriety be documented.
4. A supervisor has reasonable cause to believe an employee is impaired by drugs and/or alcohol.
  - a) The employee's supervisor shall immediately relieve the employee from his or her duties and bring him or her to the LEC.

- b) The supervisor shall immediately notify his or her commander.
  - c) The supervisor and commander and an FOP representative, if requested by the employee, shall interview the employee. If the supervisor and commander both have reasonable cause to believe the employee is impaired by drugs and/or alcohol, the employee shall be ordered to submit to a chemical test.
  - d) The supervisor and commander shall complete information reports as soon as possible, including an IR number, regarding the specific details leading to the reasonable suspicion that the employee was impaired.
5. An employee is under investigation (see G-2300 Member Rights and Requirements).
6. An employee has been selected for the monthly random drug screening as required by policy.
- a) The employee shall be randomly selected by a computer program witnessed by the Administrative Commander and a member of the FOP board.
  - b) Three employees shall be selected on the first Monday of each month.
  - c) No employee shall be randomly selected more than twice during a one-year period.
  - d) Each employee shall report at his or her next tour of duty to an independent, privately operated laboratory as approved by the county and the FOP.
  - e) The Administrative Commander shall assign numbers to each employee and shall be responsible for ensuring the confidentiality of the list.
  - f) The primary laboratory shall collect and maintain the urine samples and shall deliver the results directly to the Administrative Commander.

**G. Drug and/or Alcohol Testing Procedures:**

1. If selected for a random drug test or for the pre-employment process, the individual shall transport himself or herself to the appropriate laboratory and submit to a test of his or her urine.

2. If required to submit to a chemical test under all other circumstances, the employee shall be transported to the appropriate testing facility by a supervisor.
  - a) An employee believed to be under the influence of alcohol shall be escorted to the Sarpy County Jail and submit to a test of his or her breath on the current breath test instrument which shall be administered by a certified operator.
  - b) Under no circumstances shall an employee believed to be impaired be allowed to drive or transport himself or herself home or to a testing facility.
  - c) The employee shall be requested to sign a consent form authorizing the test and permitting release of test results to the Sheriff's Office. Refusal to sign the consent form or refusal to submit to the test may result in termination.
3. The chemical test shall be administered by an independent laboratory under contract with Sarpy County and with the approval of the FOP.
  - a) The laboratory shall be licensed pursuant to the Federal Clinical Laboratories Improvement Act of 1967. This does not apply to breath tests.
  - b) Any breath test equipment and its operator shall conform to the rules and regulations of the Nebraska Department of Health.
4. Results of any drug test shall be returned to the Administrative Commander. The results shall remain confidential. Only those individuals required to make decisions regarding continued employment or treatment shall be provided the information.
5. The tested employee shall be notified as soon as practical regarding the test results.

#### H. Positive Test Results:

1. The following levels shall be used for screening of (10) drug groups:
  - a) Benzodiazepines 300 ng/ml
  - b) Methadone 300 ng/ml
  - c) Amphetamines 300 ng/ml
  - d) Barbiturates 300 ng/ml
  - e) Cocaine 300 ng/ml
  - f) Methaqualone 300 ng/ml

<b>STANDARD OPERATING PROCEDURE</b>	<b>11/17/08</b>	<b>G-1500</b>
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<b>g)</b>	Opiates	300 ng/ml
<b>h)</b>	Phencyclidine	75 ng/ml
<b>i)</b>	Cannabinoids	20 ng/ml
<b>j)</b>	Propoxyphene	300 ng/ml

2. In the event the test results are positive, the primary laboratory shall verify the results through a second test on the same sample. If the second test is positive, a confirmation test using a separate methodology shall be conducted.
3. A Medical Review Officer, who shall be a licensed medical doctor, may be requested to review positive tests. This review is to determine if the positive result may be explained by the employee's medical history. The Medical Review Officer may interview the employee and may perform a physical examination on such employee. Refusal to submit to an interview or to consent to such a physical examination shall be grounds for disciplinary action up to and including termination.
4. Employees testing positive shall be notified of the results in a conference attended by the Sheriff and the appropriate division commander. If the employee requests, he or she may have an FOP representative present at the conference.
5. An employee who tests positive for drugs may, at the employee's expense, have an additional test conducted on the same sample at a laboratory selected by the Sheriff's Office meeting minimum criteria for drug testing.
6. If an employee tests positive, he or she shall be subject to disciplinary action up to and including termination (see G-2200 Discipline). Factors to be considered in determining appropriate discipline include, but are not limited to:
  - a) The position held by the employee and the resulting danger to the health and safety of the employee or the public by the employee's use of controlled substances or alcohol.
  - b) The impact of the employee's use of controlled substances or alcohol on the employee's ability to perform his or her duties in the future.
  - c) The employee's past job performance.
  - d) The length of employment with the Sheriff's Office.
  - e) The employee's current job performance.

<b>STANDARD OPERATING PROCEDURE</b>	<b>11/17/08</b>	<b>G-1500</b>
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- f)** The extent and nature of past disciplinary actions. A second violation of this policy shall result in termination.
  - g)** Whether the employee's conduct was detrimental to the reputation of the Sheriff's Office.
- 7.** Employees testing positive, and not terminated, shall be required to successfully complete a treatment program recommended by appropriate medical personnel and approved by the Sheriff.
- 8.** Employees who refuse to undertake prescribed treatment or refuse to submit to follow-up testing shall be terminated. Failure to complete prescribed treatment without due cause, shall also result in termination.

STANDARD OPERATING PROCEDURE		G-4300		
	<b>SARPY COUNTY SHERIFF'S OFFICE PAPILLION * NEBRASKA JEFFREY L. DAVIS SHERIFF</b>	DATE ISSUED 12/04/06	DATE REVISED 04/10/12	DATE REVIEWED 04/01/12
		APPROVED:  <i>JEFFREY L. DAVIS</i>		
CHAPTER TITLE GENERAL		RESOURCES		
SUBJECT SHERIFF'S OFFICE VEHICLES		CROSS REFERENCE <u>G-4310 ACCIDENTS INVOLVING COUNTY VEHICLES</u> <u>P-3200 PATROL UNIT</u> <u>P-3410 RESPONSE STATUS</u> <u>P-4100 PURSUITS</u> <u>P-5400 RIDE ALONG PROGRAM</u> <u>S-3210 MOBILE COMMAND CENTER</u>		

**I. Purpose:**

The purpose of this policy is to establish the guidelines for operating and maintaining Sheriff's Office vehicles.

**II. Policy:**

Employees of the Sarpy County Sheriff's Office are expected to set an example for the public in safe, lawful and courteous driving, and shall operate vehicles in accordance with all applicable laws and policies.

**III. Procedures:**

**A. Operation of Sheriff's Office Vehicles:**

1. All employees, whether operating or a passenger in a Sheriff's Office vehicle, shall wear a seat belt (this policy applies only to those vehicles so equipped). All passengers shall also be required to wear a seat belt when being transported in a Sheriff's Office vehicle, unless specified by policy.
2. Sworn employees shall be armed with a Sheriff's Office approved firearm when operating or a passenger in a Sheriff's Office vehicle.
3. Employees whose duties include operating Sheriff's Office vehicles shall possess a valid operator's license and such license shall be carried at all times when so engaged.
4. Prior to operating any Sheriff's Office vehicle that is not assigned to that employee, he or she shall obtain permission from a supervisor or command

officer from the division the vehicle is assigned (e.g. a deputy must obtain permission from a road patrol supervisor or command officer prior to operating a marked patrol unit for any purpose).

5. While operating a Sheriff's Office vehicle, employees shall:
  - a) Comply with all traffic laws.
  - b) Keep windows clear of obstructions.
  - c) Drive in a safe and courteous manner.
6. Employee shall be aware of possible distractions while operating sheriff's office vehicles. The vehicle operator shall not send or review cellular phone text messages while the vehicle is in motion.
7. Sheriff's Office vehicles shall be secured when left unattended.
8. Sheriff's Office vehicles shall not be used for pushing, towing, or jump-starting unless specifically authorized by a supervisor or command officer.
9. Sheriff's Office vehicles shall not be utilized for personal use. Non-Sheriff's Office personnel, including family members, shall not be transported in Sheriff's Office vehicles unless for official business or under the policy provisions of the Ride Along Program (see P-5400 Ride Along Program).
10. An employee involved in an accident while operating a Sheriff's Office vehicle shall adhere to the established accident procedures (see G-4310 Accidents Involving County Vehicles).

**B. Response Procedures While Operating Sheriff's Office Vehicles:**

1. Felony Crimes in Progress: Sworn personnel operating Sheriff's Office vehicles may respond to felony crimes in progress. Responding personnel shall advise communications and shall be under the direction of the road patrol supervisor or command officer.
  - a) Marked Patrol Units: May respond adhering to established procedures (see P-3110 Response Status)
  - b) Unmarked Vehicles: May respond with due caution, obeying all traffic laws. Unmarked units shall not engage in vehicular pursuits (see P-3900 Pursuits).
2. Motor Vehicle Accidents: All employees operating Sheriff's Office vehicles who are involved in or observe a motor vehicle accident shall stop and render any necessary assistance.

3. **Disabled Motor Vehicles:** All sworn employees operating Sheriff's Office vehicles encountering an occupied disabled motor vehicle shall stop and render necessary assistance. Non-sworn employees shall contact Communications as soon as possible and request a marked patrol unit respond.
4. **Road Side Emergencies:** All sworn employees operating Sheriff's Office vehicles who are "waved down" by a citizen shall stop and render necessary assistance. Non-sworn employees shall contact Communications as soon as possible and request a marked patrol unit respond.
5. Sheriff's Office vehicles transporting inmates or enroute to an emergency call shall be exempt from rendering assistance, but shall notify Communications of the location of the incident.
6. Deputies traveling in marked units outside of radio range shall use their discretion regarding assisting with disabled vehicles or other road side emergencies. If possible, deputies shall notify a local agency by cellular phone of the disabled vehicle or road side emergency.

**C. Sheriff's Office Vehicle Maintenance:** Employees are responsible for the maintenance and cleanliness of assigned vehicles and for vehicles they operate regardless of assignment.

1. Employees shall inspect vehicles prior to each use to ensure the vehicles are safe to operate and have no unreported damage.
  - a) Any missing equipment, non-functioning equipment, or unreported damage shall be immediately reported to a supervisor or command officer from the division the vehicle is assigned.
2. At no time shall any employee tamper with or alter in any manner any equipment or affect any repairs to a vehicle, unless properly authorized.
3. Employees shall ensure vehicles are fully fueled after each use.
4. Employees shall ensure vehicles are in an acceptable state of cleanliness after each use.
5. **Vehicle Maintenance Requests:**
  - a) If an employee identifies an equipment malfunction (e.g. radar unit, emergency lights, etc.) or a vehicle malfunction (e.g. car will not start, brakes functioning poorly, etc.), he or she shall:

- (1) Notify a supervisor or command officer from the division the vehicle is assigned.
  - (2) Complete a Sarpy County Fleet Service Repair/Service Request Form (i.e. Vehicle Maintenance Form).
  - (3) Place a copy of the form on the driver's side front seat of the vehicle.
  - (4) The original shall be placed in the road room in-basket or forwarded to Fleet Services.
- b) No Sheriff's Office vehicle shall be used if a Repair/Service Request Form has been completed for that vehicle (until the repair or service is completed).
- c) When an employee's assigned vehicle is scheduled for maintenance it shall be that employee's responsibility to ensure the vehicle is made available (either brought to the County Shops or left at the LEC before 0700 on the date scheduled) or that prior arrangements with fleet services have been made.

**D. Special Purpose Vehicles:** A special purpose vehicle is a vehicle used in consideration of weather, terrain or special operational needs.

1. Special purpose vehicles include, but are not limited to: The Emergency Service Unit (ESU) van, the mobile command post (see S-3210 Mobile Command Center), boats, all terrain vehicles (Club Car), and trucks not assigned to the Road Patrol Division.
2. Only those personnel authorized by the Administrative Commander or authorized by a specialty unit commander responsible for the special purpose vehicle shall operate any special purpose vehicle.
3. Authorized operators shall restrict the use of special purpose vehicles to the specific intent and function for which the vehicle was designed to operate. Exceptions must be authorized by a command officer.
4. Authorized operators shall conform to all specific safety and special operating requirements for the special purpose vehicle.
5. Special Purpose Vehicle Authorized Operators:

- a) The ESU van shall be the responsibility of the ESU Commander. ESU members and designated employees may operate the ESU van.
- b) Sheriff's Office boats shall be the responsibility of the Marine Rescue Unit Commander. Only Marine Rescue Unit members may operate boats.
- c) All terrain vehicles shall be the responsibility of the Mobile Command Unit Commander. All terrain vehicles may be operated by ESU members, Marine Rescue Unit members and those employees specifically authorized by the Administrative Commander.
- d) Trucks assigned to the Administration Division shall be the responsibility of the Administrative Commander. Marine Rescue Unit members and Administrative Division sworn personnel are authorized to operate trucks assigned to the Administration Division at any time. Other employees may operate such trucks for official duties after receiving permission from the Desk Sergeant, an administrative commander, or a watch commander.