RESOLUTION RATIFYING THE SUBMISSION OF THE MINI-GRA NT APPLICATION FOR TWO IN-CAR CAMERA UNITS FOR THE SARPY COUNTY SHERIFF’S OFFICE

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), 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, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the mini-grant for two In-Car Camera units was available to the Sarpy County Sheriff’s Office; and,

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

WHEREAS, the grant application was submitted by the Sarpy County Sheriff’s Office; and,

WHEREAS, Sarpy County is committed to and supports funding for the two In-Car Camera units; and;

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners that the submission of the grant for In-Car Camera units 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 16th day of October, 2018.

Sarpy County Board Chairman

Sarpy County Clerk

ATTEST:
MEMO

To: Sarpy County Board

From: Lisa A. Haire

Re: In Car Camera Mini-Grant

On October 16, 2018 the County Board will be asked to ratify the application for the In-Car Camera grant application. The grant was signed by Sheriff Davis and submitted to the Nebraska Department of Transportation - Highway Safety Office (NDOT-HSO).

The grant requests $5,992.50 for two (2) in-car cameras for the Sheriff’s Office. The County’s share for the cost of the cameras is $1,997.50.

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

October 12, 2018

Lisa A. Haire
593-1565

cc: Dan Hoins
Brian Hanson
Scott Bovick
Sgt. James Wrigley
Sheriff Davis
Deb Houghtaling
IN-CAR CAMERA SYSTEM MINI-GRANT CONTRACT APPLICATION AND AWARD
MUST BE APPROVED BY NDOT-HSO PRIOR TO PURCHASE

Please Type

APPLICANT: Sarpy County Sheriff’s Office

ADDRESS: 8335 Platteview Rd

CITY, STATE, ZIP: Papillion, NE 68046

E-MAIL: jwrigley@sarpy.com

TELEPHONE #: 402-593-2288

FAX #: 47-650-6504

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 NDOT-HSO will provide funding assistance for a maximum of two (2) 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:

1) Provide annual reports of the activity generated (i.e. number of traffic stops) to the NDOT-HSO for three (3) years.
2) The agency also agrees to participate in a minimum of two Nebraska HSO special enforcement mobilizations (listed on the website: https://dot.nebraska.gov/safety/hs0/law-enforcement-resources/mobilizations/) each year during the following three year period.
3) Purchase, install and use the equipment during the current grant period to positively affect project targets.

BUDGET:

1) Number of In-Car Cameras to be Purchased
2)
2) Make and Model of Unit Being Purchased
Digital Ally DVM-800
3) Cost to Law Enforcement Agency (each)
$998.75 X Units 2 = Total $1,997.50
4) Cost to NDOT-Highway Safety Office
$2,996.25 X Units 2 = Total $5,992.50

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 NDOT-HSO. After sixty (60) days, reimbursements may 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 NDOT-HSO 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 Mini-Grant Claim for Reimbursement located on the NDOT-HSO website at:
https://dot.nebraska.gov/media/6204/cr_minigrant.pdf
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.
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 NDOT-HSO website at http://dot.nebraska.gov/safety/hs0/grants/. Failure to comply with these conditions may result in termination of this Grant Contract Award. All Awards are subject to availability of Federal Funding.

Authorized Signature of Applicant

Jeffrey Davis, Sheriff

Date

10/1/18

Print or Type Name and Title

NDOT - Highway Safety Office

Date

Fred E Zwonechek, Administrator

Print or Type Name and Title

Return completed form to:

NDOT - Highway Safety Office, P.O. Box 94612, Lincoln, Nebraska 68509-4612
Phone (402) 471-2515 FAX (402) 471-3865

TO BE COMPLETED BY NDOT-HSO

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

The Catalog of Federal Domestic Assistance (CFDA) number assigned to this Mini-Grant Contract is 20.616.
Federal Aid Identification Number (FAIN): 69A3751830000405dNEM. Revised 9/2018
9705 Loiret Blvd.
Lenexa, KS 66219
1-800-440-4947 www.digitalallyinc.com

Customer:
Sarpy County Sheriff
Jason Bogner
8335 Platview Road
Papillion, NE 68046

Customer ID | Salesperson | Shipping Method | Payment Terms | Created By | Quote Valid |
-------------|-------------|-----------------|---------------|------------|-------------|
SARNE0       | DA          | FEDERAL EXPRESS  | Net 30        | Shawna Smith | 90 Days     |

Ordered | Item Number | Description | Retail Price | Item Discount | Discount | Ext. Price |
--------|-------------|-------------|--------------|---------------|----------|------------|
2       | K001-00081-00 | DVM-800 Complete Kit, V2 | $3995.00 | $0.00 | $0.00 | $7,990.00 |

Notes:
2 DVM-800 Complete Kits with Backseat Camera
5 Year Advanced Exchange Warranty included

**We offer a $500 trade-In credit per system**

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

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, the limited warranty accompanying the Goods, these Terms, and any special conditions agreed to in writing and signed by you and Digital Ally are incorporated and collectively referred to herein as the "Order", which 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. In the event of a conflict between these Terms and the terms of any special conditions agreed to in writing and signed by you and Digital ("Additional Agreement(s)"), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the product or specific purchase to which such Additional Agreement applies, except as otherwise provided in such Additional Agreement. If your purchase includes a license or licenses to permit you to use Digital Ally software, the terms of the software license(s) provided to you by
Digital Ally shall apply to such software.

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.

3. Unpaid Charges. You will be responsible for all costs Digital Ally incurs in connection with the collection of unpaid amounts, including court costs, reasonable attorneys' fees, collection agency fees and any other associated costs.

4. Security Interest. You hereby grant Digital Ally a security interest in the Goods to secure your payment obligation to Digital Ally under this sale, pursuant to these Terms. You hereby authorize Digital Ally to file such UCC financing statements in such jurisdictions as Digital Ally deems appropriate to perfect the security interest granted hereby.

5. 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.

6. 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 facility in Lenexa, Kansas.

7. 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, INCLUDING WITHOUT LIMITATION, THOSE DELAYS ARISING FROM EQUIPMENT MANUFACTURE AND SHIPPING (EACH, A "FORCE MAJEURE"). DIGITAL ALLY WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES FROM ANY FORCE MAJEURE DELAY WHATSOEVER.

8. Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DIGITAL ALLY AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY, "DIGITAL ALLY PARTIES") WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) FOR ANY LOST PROFITS OR LOST REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER, THE GOODS, OR THESE TERMS, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES’ CUMULATIVE LIABILITY IN CONNECTION WITH THE ORDER, THE GOODS, AND/OR THESE TERMS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO DIGITAL ALLY FOR THE SPECIFIC GOODS IN CONTROVERSY. EACH CLAUSE OF THIS PARAGRAPH IS SEPARATE FROM THE OTHERS AND FROM THE REMEDY LIMITATIONS AND EXCLUSIONS ELSEWHERE IN THIS AGREEMENT, AND EACH WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF A REMEDY OR TERMINATION OF THIS AGREEMENT.

9. Warranty; Limitations on Remedies. Digital Ally’s repair or replacement warranty on the goods provided under the Order is set out in a separate statement (the "Limited Warranty"), which sets forth the only warranty applicable to the goods sold under this Order. THAT LIMITED WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES, WHETHER EXPRESS OR IMPLIED,
THAT EXTEND BEYOND DIGITAL ALLY'S LIMITED WARRANTY STATEMENT. OTHER THAN THE LIMITED
WARRANTY, ALL EXPRESS AND IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT
LIMITATION, WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR
PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR
USAGE OF TRADE. DIGITAL ALLY DOES NOT WARRANT THAT THE GOODS OR ANY DELIVERABLES WILL
OPERATE UNINTERRUPTED OR ERROR FREE. YOU'RE SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY
CLAIM ARISING FROM OR RELATING TO THE ORDER WILL BE THE REPAIR OR REPLACEMENT OF THE
GOODS. The Limited Warranty applicable to the Goods is posted on the Digital Ally website at the
following website address:
http://www.digitalallyinc.com/documents/txdirWarrantyPolicy.pdf  The Limited Warranty provides you
with warranty support from our offices in Lenexa, Kansas. You agree to appoint an Administrator (in
accordance with Paragraph 17 of these Terms) at the place where the Goods are located to install and test
all fixes, updates, products that we repair or replace, and to perform other actions reasonably requested by
Digital Ally. Failure to properly maintain the Goods may void the Limited Warranty.
10. Third Party Claim Indemnification. You will indemnify, defend, and hold harmless Digital Ally, its
managers, agents, employees, successors and assigns (collectively, the "Indemnified Parties"), from and
against any claims, damages, losses, costs, and expenses (including reasonable attorneys’ fees and other
costs of legal defense, whether direct or indirect) arising out of or relating to any third party claim
concerning (i) your use of the Goods under this Order, (ii) breach of these Terms, or (iii) violation of
applicable law by you. This indemnification will survive the expiration or termination of this Order.
11. 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.
12. Acceptance; Claims for Shortage or Non-Conformity. Delivered Goods will be deemed accepted upon
the earlier of your formal acceptance of the Goods or the expiration of 30 days from delivery of the Goods
("Acceptance of the Goods"). If you discover upon initial inspection of the Goods that (a) some or all of the
Goods are defective or (b) that the goods delivered do not conform to your Order, you must promptly
notify Digital Ally of your rejection of the goods within 30 days from the delivery date, after which Digital
Ally shall have a reasonable opportunity to cure any non-conformance with the Order. 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 for deliver damage. Claims for shortages in
shipment not chargeable against the carrier will not be considered unless written notice is given to Digital
Ally within 10 days from date of receipt of the Goods.
13. Compliance with Laws. You will comply with all laws and regulations applicable to you, including those
dealing with the use, purchase and distribution of the Goods purchased under these Terms. 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 Goods 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 reexportation of products or technical data sold or supplied to you. Without
limiting the generality of the foregoing, you specifically agree not to resell any Goods purchased under
these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the
United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign 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.

14. Changes to the Terms. The Terms in effect at the time you place your Order for the goods sold hereunder will apply to such Order and goods. Digital Ally reserves the right to make changes to these Terms from time to time, and any such changes will take effect immediately, except that changes with respect to your rights and obligations relating to payments, shipments, cancelled orders and/or returns, warranty, and limitations on remedies will only apply to future orders.

15. Governing Law; Jurisdiction and Venue. This Order and all disputes arising under this Order shall be governed by and construed in accordance with the law of the State of Kansas, without regard to its choice of law rules. Any action claim arising out of or relating to this Order, the Goods, or these Terms must be brought in the District Court of Johnson County, Kansas (and its appellate courts) or in the U.S. District Court for the District of Kansas (and its appellate courts), and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, such courts.

16. Authority. You warrant and represent to Digital Ally that you have all authority and capacity necessary to enter into this agreement and agree to these Terms. If you are entering into this agreement on behalf of a company, a government entity, or other legal entity, you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity’s behalf.

17. Administrator. You agree to appoint a primary administrator ("Primary Administrator") with the technical knowledge necessary to install and perform routine maintenance on the Goods, to make firmware updates and fixes, and to perform component upgrades for and basic troubleshooting on the Goods.

18. Trade-ins. (a) Traded Equipment. If, as part of your Order, Digital Ally agrees in writing to accept a trade-in from you ("Trade-In") and offers you a discount on a new Order for an equipment trade-in ("Trade-In Program"), or if Digital Ally otherwise accepts a Trade-In from you at any other time or upgrades or replaces any products or equipment ("Trade-In Offer"), the Trade-In Program or Trade-In Offer is subject to the following additional rules. You expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the products and equipment being traded ("Traded Equipment"); (ii) you will follow all Digital Ally and carrier shipping rules in returning the Traded Equipment to Digital Ally; (iii) the trade-in transaction is final and that by your accepting the Trade-In Program or Trade-In Offer, ownership of Traded Equipment is transferred irrevocably to Digital Ally immediately, the Traded Equipment will not be returned to you under any circumstances, and you are irrevocably transferring the Traded Equipment to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Traded Equipment in Digital Ally's sole discretion; and (v) if the Traded Equipment
is not returned to Digital Ally so as to be received by Digital Ally within thirty (30) days of the date of delivery of the new equipment you have received from Digital Ally as a replacement for the Traded Equipment, you will lose your discount pursuant to the Trade-In Program, and, whether pursuant to the Tradeln Program or Trade-In Offer, you will not receive any credit, refund, or value for the Traded Equipment. When returning the Traded Equipment, you must return all parts and accessories comprising of the Traded Equipment, exclusive of wiring, or you will not receive full credit for the Traded Equipment, which will be reduced pro-rata in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned. (b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE TRADE-IN PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE TRADE-IN PROGRAM OR TRADE-IN OFFER WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS ($10.00).

19. Advance Exchange Program. (a) Replaced Goods. If your Order includes participation in Digital Ally’s Advance Exchange Program, offered in conjunction with Digital Ally’s Limited Warranty, Digital Ally will send you the replacement for Goods replaced pursuant to the terms of the applicable Digital Ally Limited Warranty in advance of receiving the Goods Digital Ally has agreed in writing to replace for you ("Replaced Goods"). In such case, you expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the Replaced Goods; (ii) you will follow all Digital Ally and carrier shipping rules in returning the Replaced Goods to Digital Ally; (iii) the return of Goods is final and that by participating in the Advance Exchange Program, ownership of the Replaced Goods is transferred irrevocably to Digital Ally immediately, the Replaced Goods will not be returned to you under any circumstances, and you are irrevocably transferring the Replaced Goods to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Replaced Goods in Digital Ally's sole discretion; and (v) you will ship the Replaced Goods back to Digital Ally within thirty (30) days of your receiving your replacement. If you fail to return the Replaced Goods to Digital Ally within such thirty (30) day period, Digital Ally may, in its sole discretion, immediately suspend your participation in the Advance Exchange Program for such breach, until you either: (i) return the Replaced Goods to Digital Ally; or (ii) pay to Digital Ally the original purchase price of the Replaced Goods. If you fail to return the Replaced Goods to Digital Ally for a period exceeding ninety (90) days, Digital Ally may, in its sole discretion, immediately terminate your participation in the Advance Exchange Program, with no further opportunity to cure the breach, and you will be immediately responsible for paying to Digital Ally an amount equal to the original purchase price of the Replaced Goods. When returning the Replaced Goods, you must return all parts and accessories comprising of the Replaced Goods, exclusive of wiring, or you will be responsible for payment of that part of the Replaced Goods not returned, which will be charged on a pro-rata basis in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned. (b) Limitation of liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW,
THE DIGITAL ALLY PARTIES WILL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY LOST PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ORDER ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU ARISING FROM OR RELATING TO THE ADVANCE EXCHANGE PROGRAM, WHETHER OR NOT A DIGITAL ALLY PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DIGITAL ALLY PARTIES’ TOTAL LIABILITY IN CONNECTION WITH THE ADVANCE EXCHANGE PROGRAM WILL NOT EXCEED THE AMOUNT OF TEN DOLLARS ($10.00).

20. General. Captions have been inserted solely for convenient reference and shall not limit or affect the scope or interpretation of any provision hereof. No provision of these Terms shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom enforcement of such waiver, amendment or modification is sought. A signature provided by facsimile or other electronic transmission shall constitute a valid signature for purposes of agreeing to these Terms. If any provision of these Terms are held to be illegal or unenforceable to any extent, the legality and enforceability of the remainder of these Terms shall not be affected thereby, shall remain in full force and effect, and shall be enforced to the greatest extent permitted by law.
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 report 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. Drug Screening:

1. The following is a list of drugs that employees shall be screened for:

   a) Cocaine
   b) Amphetamines
   c) Methamphetamines
   d) Marijuana (THC)
   e) PCP
   f) Opiates
| g) Barbiturates                                      |
| h) Methadone                                        |
| i) Benzodiazepines                                  |
| j) methaqualone                                     |
| k) Codeine/morphine                                 |

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.
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.
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 Crisis Negotiator (CNU) van, the mobile command post (see S-3210 Mobile Command Center), boats, all-terrain vehicles 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:
<table>
<thead>
<tr>
<th>STANDARD OPERATING PROCEDURE</th>
<th>03/03/17</th>
<th>G-4300</th>
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<tbody>
<tr>
<td><strong>a)</strong> The ESU van shall be the responsibility of the ESU Commander. ESU members and designated employees may operate the ESU van.</td>
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<tr>
<td><strong>b)</strong> The CNU van shall be the responsibility of the CNU Commander. CNU members and designated employees may operate the CNU van.</td>
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<td><strong>c)</strong> Sheriff's Office boats shall be the responsibility of the Marine Rescue Unit Commander. Only Marine Rescue Unit members may operate boats.</td>
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<td><strong>d)</strong> 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.</td>
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<tr>
<td><strong>e)</strong> 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.</td>
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