

RESOLUTION NUMBER 7874

WHEREAS, the City of Beatrice, ("City") and the County of Gage, ("County"), routinely cooperate in law enforcement activities and provide mutual aid assistance to one another; and

WHEREAS, certain incidents require the active participation of officers and deputies from both agencies in locating, pursuing, apprehending, restraining, and arresting a suspect; and

WHEREAS, in some mutual aid incidents it is difficult or impractical to attribute an apprehension or arrest exclusively to one agency because officers and deputies from both agencies jointly participate in the actions resulting in a suspect's apprehension and arrest; and

WHEREAS, a suspect injured during a joint law enforcement activity may require medical treatment, resulting in necessary medical expenses for which a governmental agency may be responsible pursuant to Neb. Rev. Stat. § 47-701 to § 47-705; and

WHEREAS, the City and County desire to enter into an Interlocal Cooperation Act Agreement and Memorandum of Understanding to formalize their understanding with respect to such mutual aid and to establish a fair and cooperative method for allocating responsibility for certain medical expenses arising from joint apprehension and arrest activities.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

SECTION 1. That the Mayor and Chief of Police are hereby authorized to execute an Interlocal Cooperation Act Agreement and Memorandum of Understanding between the City of Beatrice, Nebraska, and the County of Gage, Nebraska, for the purpose of formalizing their understanding with respect to mutual aid in joint apprehension and arrest activities and to establish a fair and cooperative method for allocating responsibility for certain medical expenses arising from joint apprehension and arrest activities. A copy of said Interlocal Cooperation Act

Agreement, marked as Exhibit "A", is attached hereto and incorporated by reference. A copy of said Memorandum of Understanding, marked as Exhibit "B", is attached hereto and incorporated by reference.

SECTION 2. That all resolutions or parts of resolutions in conflict are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 19th day of October, 2026.

Attest:



Erin Saathoff, MMC, City Clerk

Michael McLain, Mayor

**BEATRICE POLICE DEPARTMENT
AND
GAGE COUNTY SHERIFF'S OFFICE**

Placed on file by board
action on 10-14 2026
Dawn Hill
Gage County Clerk

**LAW ENFORCEMENT MUTUAL AID AND ASSISTANCE
INTERLOCAL AGREEMENT**

This Agreement is made and entered into by and among the City of Beatrice, Nebraska through the Beatrice Police Department and Gage County, Nebraska through the Gage County Sheriff's Office, all political subdivisions of the State of Nebraska, pursuant to the provisions of Neb. Rev. Stat. § 29-215 (Reissue 2008), so as to empower law enforcement officers of each of the Cooperating Agencies to exercise extraterritorial law enforcement authority and arrest.

WHEREAS, the Cooperating Agencies wish to formalize their understanding pursuant to the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. § 13-801 et seq., as amended (herein referred to as "Interlocal Cooperation Act");

WHEREAS, on occasion each Cooperating Agency of the Agreement has a need for additional aid from other sources in order to adequately protect the lives and property of its citizens, respond to emergencies, and enforce the laws of the State of Nebraska; and

WHEREAS an interlocal agreement for law enforcement services would enhance the law enforcement protection in all identified jurisdictions.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Cooperating Agencies agree as follows:

1. Definitions: As used herein the following terms shall have the following meaning:

"Agency of Primary Jurisdiction" means the agency within which an arrest is being made, warrant served, or other law enforcement activity is occurring.

"Cooperating Agencies" or "Agencies" means the Beatrice Police Department and the Gage County Sheriff's Office which are signatories hereto, and "Agency" shall mean any one of the law enforcement agencies.

"Responding Agency" means the Agency from whom aid is requested.

"Requesting Agency" means the Agency who has requested the aid.

"In Need of Assistance" means:

- 1) A law enforcement officer whose life is in danger;
- 2) A law enforcement officer who needs assistance in making an arrest and the suspect:
 - a) will not be apprehended unless immediately arrested or;
 - b) may cause injury to himself, herself, or others or damage to property unless immediately arrested, or;
 - c) may destroy or conceal evidence of the commission of a crime.

- 3) Additional aid for resources in order to adequately protect lives and property of its citizens, or;
- 4) When requested to combine "Cooperating Agencies" resources, expertise, and to provide assistance in the case of prolonged situations, or the depletion of manpower, or as deemed necessary by the "Requesting Agency".

"Primary Jurisdiction" means the geographic area within the territorial limits of the political subdivision which employs the law enforcement officer.

2. **Authority.** This agreement for Law Enforcement Assistance is executed among the members of the Beatrice Police Department and the Gage County Sheriff's Office. The authority for the "Cooperating Agencies" entering into this Agreement is that authority granted by law, including the general powers of the agencies, the Nebraska Interlocal Cooperation Act, Article 8 of Chapter 13, Neb. Rev. Stat. (Reissue 2012) and the authority granted by Neb. Rev. Stat. § 29-215.

The undersigned Agencies agree to provide mutual aid services in furtherance of the investigation of criminal activity and the enforcements of the laws of this state, and to assist each other by the provision of specialized services for the agencies' mutual aid in the protection of health, life, and property involving emergency incidents or other situations which may arise and require such assistance.

3. **Purpose.** The purpose of this Agreement is to grant to all "Cooperating Agencies", in need of assistance, full law enforcement power, including arrest and detention authority, which each agency has within their jurisdiction. Each "Cooperating Agency" covered by this agreement shall have full power and authority to enforce the laws of the State of Nebraska of each political subdivision even if the officer is outside his/her primary jurisdiction.
4. **Mutual Assistance.** In addition to the authority granted in section 2, each "Cooperating Agency" may call upon the other Agency to request assistance at any time. In all such instances, the Agency of the Primary Jurisdiction shall be in charge of and shall give direction to the assisting agency. Assistance may include assignment of personnel and equipment as deemed necessary by the assisting agencies. It is understood by the "Cooperating Agencies" that the responding agencies from whom assistance is requested, may, in their discretion, retain such equipment and personnel as may be necessary to maintain proper and ensure adequate protection of their prospective jurisdictions. The responding "Cooperating Agency" determination of equipment and/or personnel that shall be furnished or withdrawn, as provided, herein, shall be final and conclusive. In no event will a "Cooperating Agency" of this agreement be liable to any other "Cooperating Agency" for failure to provide assistance. When no assistance is provided by a Party during the apprehension or arrest the Party attempting assistance or who has been requested to provide assistance is not liable under this agreement.
5. **Investigation.** Each "Agency" may assist another "Agency" requesting assistance in the investigation of person(s) within the Requesting Agency's "Primary Jurisdiction" who are suspected of committing a crime or may have information concerning crimes or criminal activity occurring in its "Primary Jurisdictions".

6. **Public Information.** To the extent that a specific case information is to be made public, it shall be released to news media representatives by the "Agency" initiating the investigation.
7. **Cooperating Agency Employees of Own Agency.** It is the express intent of the Agencies that this Agreement shall not create an employer-employee relationship. Assisting law enforcement officers shall at all times remain employees of their respective hiring Agency. Each Agency shall be responsible to their respective employees for all salary and benefits, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave, unless otherwise agreed to in writing. Each Agency shall be responsible for any unjustified use of force, wrongful arrest and/or officer misconduct of their respective employees when providing mutual aid assistance.
8. **Disciplinary Procedures.** Disciplinary action arising out of a law enforcement officer's conduct, actions, or omissions, whether occurring within or outside of the "Agency of Primary Jurisdiction", shall be handled by the Agency where such law enforcement officer is employed.
9. **Financing.** Except where provided by a separate and written agreement, mutual aid assistance shall be rendered without charge to a member both during the normal conduct of law enforcement business and in emergency situations. This "Agreement" does not require the commingling of funds among the cooperating agencies or their political subdivisions.
10. **Separate Agreements.** This "Agreement" does not prohibit or limit any of the "Agencies" from contracting for or entering into separate agreements for law enforcement services.
11. **Liability Coverage.** Each political subdivision herein named as parties to the "Agreement" shall maintain insurance coverage for its own "Agency" vehicles. And equipment while providing assistance set forth herein.

Each member who requests mutual aid shall be responsible for all damages or losses sustained by the responding member's personnel in the course of responding to the mutual aid call and which are caused by the negligence of the member requesting aid; provided, however, that responsibility of the requesting member shall exist only if there is liability insurance coverage and shall not exceed the limits of the requesting member's liability insurance coverage. Provided further, however, any officer responding to a mutual aid call who suffers injury or death because of the mutual aid call shall be limited to a recovery of damages from the responding member county's worker's compensation insurance coverage or any other source of compensation for damages provided by the responding member county.

Each member agrees to provide all of their employed officers performing duties under this agreement with all regular benefits of employment, including worker's compensation benefits.

12. Hold Harmless. Each "Agency" shall defend, indemnify, and hold the "Cooperating Agencies", and its elected and appointed officials, officers, employees, and agents, harmless from and against any and all causes of action, claims, costs, losses, or liabilities for personal injury/death or property damage, which may arise from activities under this "Agreement", whether due to negligent or intentional actions of the "Cooperating Agencies". The "Cooperating Agencies" shall defend, indemnify and hold the other cooperating agency and its elected and appointed officials, officers, employees and agents, harmless from and against any and all causes of action, claims, costs, losses or liabilities for personal injury/death or property damage, which may arise from the activities under this agreement, whether due to the negligent or intentional actions of the either agency.

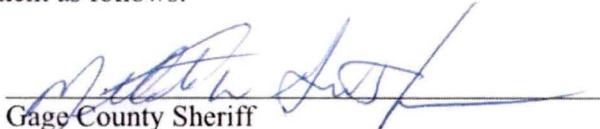
No member shall be liable to another member for any action, failure to act, delay, mistake, failure to respond, negligence, or failure to effectively combat or control any situation arising out of any assistance requested or provided hereunder, except as otherwise provided in this section.

13. Modification. This agreement may be amended or modified only in writing, and the amendment or modification must be authorized by each member's respective governing board.

14. Term and Termination of Agreement. This Agreement shall continue in full force and effect unless and until terminated by a majority vote of the governing body of the political subdivision desiring to terminate its involvement. When and if said governing body terminates the Agreement, the termination shall occur sixty (60) days after written notice thereof is received by the other Cooperating Agency.

IN WITNESS WHEREOF, the City of Beatrice and Gage County do hereby execute this Agreement as follows:

BY:


Gage County Sheriff

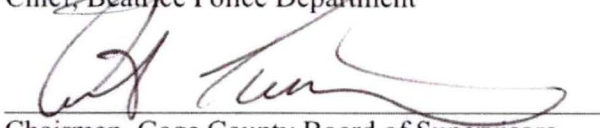
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BY:


Chief, Beatrice Police Department

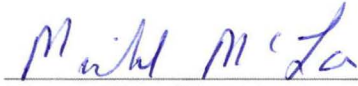
DATE: 10/20/26

BY:


Chairman, Gage County Board of Supervisors

DATE: _____

BY:


Mayor, City of Beatrice

DATE: 10-19-26

MEMORANDUM OF UNDERSTANDING

**Between the City of Beatrice, Nebraska and Gage County, Nebraska
Concerning Mutual Aid Law Enforcement Assistance and
Shared Responsibility for Certain Medical Costs**

This Memorandum of Understanding ("MOU") is entered into by and between the City of Beatrice, Nebraska ("City"), acting through the Beatrice Police Department ("BPD"), and Gage County, Nebraska ("County"), acting through the Gage County Sheriff's Office ("GCSO"), collectively referred to as the "Parties."

WHEREAS, the City of Beatrice and Gage County routinely cooperate in law enforcement activities and provide mutual aid assistance to one another; and

WHEREAS, certain incidents require the active participation of officers and deputies from both agencies in locating, pursuing, apprehending, restraining, and arresting a suspect; and

WHEREAS, in some mutual aid incidents it may be difficult or impractical to attribute an apprehension or arrest exclusively to one agency because officers and deputies from both agencies jointly participate in the actions resulting in the suspect's apprehension and arrest; and

WHEREAS, a suspect injured during such joint law enforcement activity may require medical treatment, resulting in necessary medical expenses for which a governmental agency may be responsible pursuant to Nebraska law, with specific adherence to Neb. Rev. Stat. §§ 47-701 - §§ 47-705.

NOW THEREFORE, the Parties enter into this Memorandum of Understanding to establish a fair and cooperative method for allocating responsibility for certain medical expenses arising from joint apprehension and arrest activities.

I. PURPOSE

The purpose of this MOU is to facilitate mutual aid and cooperation between the City and County in the performance of law enforcement duties, including the apprehension, detention, and arrest of criminal suspects, and to establish a framework for sharing responsibility for certain medical expenses incurred by arrestees injured during mutual aid operations.

The Parties recognize that law enforcement incidents frequently require assistance beyond the jurisdictional or personnel capabilities of a single agency and that coordinated responses enhance public safety and officer safety.

The Parties further acknowledge that circumstances arise in which personnel from both agencies actively participate in a single apprehension and arrest event. When a detainee or arrestee is injured during or as a result of such joint law enforcement action and requires medical care or intervention, the Parties desire to establish a cooperative cost-sharing arrangement for medical expenses that remain legally collectible against a governmental agency after all available insurance coverage and other sources have been exhausted, pursuant to Neb. Rev. Stat. § 47-702.

II. AUTHORITY

This MOU is entered into pursuant to the governmental powers and authorities granted to municipalities and counties under the laws of the State of Nebraska, including the authority to enter into interlocal and cooperative agreements.

The Parties further acknowledge Neb. Rev. Stat. § 47-703, which provides that when medical services are necessitated by injuries or wounds suffered during the course of apprehension or arrest, the governmental agency chargeable for such costs is generally the apprehending or arresting agency and/or agencies.

III. MUTUAL AID

A. Upon request by either Party, the other Party may provide law enforcement assistance, personnel, equipment, investigative support, tactical support, prisoner transport, or other resources reasonably necessary to assist in the apprehension, detention, or arrest of a suspect.

B. Personnel responding pursuant to this MOU shall remain employees of their respective agencies and shall retain their authority as granted by Nebraska law.

C. Each agency shall maintain command and control over its own personnel, except that responding personnel shall comply with the reasonable operational direction of the incident commander designated for the event, as set forth in the Beatrice Police Department and Gage County Sheriff's Department Law Enforcement Mutual Aid and Assistance Interlocal Agreement.

D. In no event will a Party be liable to any other cooperating agency for failure to provide assistance.

IV. SHARED MEDICAL COST RESPONSIBILITY

A. Applicability

This section applies only when:

1. One Party requests or receives mutual aid assistance from the other Party;
2. Personnel from both agencies participate in a law enforcement operation involving the apprehension, detention, or arrest of a suspect;
3. The suspect is injured, harmed, wounded, or otherwise requires medical care arising out of or in connection with the apprehension or arrest; and
4. Medical expenses remain unpaid after exhaustion of all available insurance, governmental benefits, third-party recoveries, or other sources of payment.

When no assistance is provided by a Party during the actual apprehension or arrest the Party attempting assistance or who has been requested to provide assistance shall not be liable under this agreement.

No liability is assessed to a Party under this section for costs of medical expenses incurred after a suspect or arrestee has been accepted into the detention facility.

B. Cost Sharing

For incidents described above, the Parties agree that any remaining unpaid medical expenses legally chargeable to a governmental entity shall be shared equally, with each Party responsible for fifty percent (50%) of the unpaid balance.

C. Sources of Payment

Before either Party becomes obligated to contribute under this MOU, reasonable efforts shall be made to obtain payment from:

1. The arrestee's health insurance;
2. Any applicable governmental health benefits program;
3. Any third-party insurer;
4. Any judgment, settlement, restitution, or other available source of reimbursement; and
5. Any other source identified under Nebraska law.

D. Documentation

The Party receiving bills or claims shall provide the other Party with:

1. Copies of all invoices;
2. Documentation of insurance claims and denials;
3. Documentation of collection efforts and reimbursement requests; and
4. Any affidavit, notice, or supporting documentation required by Nebraska law.

E. No Admission of Liability

Payment obligations under this MOU are solely contractual and administrative in nature. The sharing of costs under this MOU shall not constitute:

1. An admission of fault;
2. An admission of negligence;
3. A waiver of any defense available to either Party; or
4. An acknowledgment of civil liability.

F. Credit for Supplemental Services Provided by a Party

The Parties recognize that, following joint apprehension or arrest, one Party may provide supplemental services related to the custody, care, security, transportation or supervision of the arrestee that result in expenditures beyond those incurred by the other Party. Such supplemental services may include, but are not limited to:

1. Hospital security;
2. Continuous officer or deputy presence required by a medical provider;
3. Prisoner transportation to or from a medical facility;
4. Security for medical procedures;
5. Overtime expenses directly attributable to maintaining custody of the arrestee while receiving medical treatment; and
6. Other mutually agreed upon law enforcement services necessitate by the arrestee's medical condition or treatment.

The Party providing such supplemental services shall document the costs incurred, including personnel hours, overtime expenses, mileage, equipment usage, and other reasonable and necessary expenditures.

Prior to calculating the Party's final share of medical expenses under this Agreement, the documented cost of supplemental services provided by a Party shall be credited against that Party's portion of the shared obligation.

For example, if unreimbursed medical expenses total \$20,000.00, each Party's initial responsibility would be \$10,000.00. If the Gage County Sheriff's Office incurred and documented \$2,500.00 in overtime and personnel costs to provide hospital security for the arrestee during medical treatment, the Sheriff's Office shall receive a credit of \$2,500.00 against its share, resulting in a net obligation of \$7,500.00, while the City of Beatrice's net obligation would be adjusted to \$12,500.00.

Any supplemental service costs claimed under this section must be reasonable, necessary, directly related to the custody, security, transportation, or supervision during medical treatment of the arrestee, and supported by appropriate documentation. In the event of a dispute regarding the amount, reasonableness, or applicability of a claimed credit, the Sheriff and Chief of Police, or their designees, shall confer in good faith to resolve the dispute prior to final allocation of costs.

V. CLAIMS, SETTLEMENTS, AND LITIGATION

- A. This MOU addresses only medical expenses and costs subject to this MOU.
- B. Unless otherwise agreed to in writing, nothing herein requires either Party to contribute toward:
 1. Civil judgments;
 2. Settlements;
 3. Attorney fees;
 4. Punitive damages; or
 5. Other litigation expenses.

C. Each Party shall promptly notify the other of any claim or lawsuit arising from an incident covered by this MOU.

VI. INDEMNIFICATION

To the extent permitted by Nebraska law, each Party shall be responsible for the acts and omissions of its own officers, employees, and agents.

Nothing in this MOU shall be construed as creating any indemnification obligation beyond that permitted by law.

VII. TERM AND TERMINATION

A. This MOU shall become effective upon execution by both Parties.

B. The MOU shall remain in effect until terminated by either Party upon sixty (60) calendar days' written notice to the other Party.

C. Termination shall not affect obligations arising from incidents occurring prior to the effective date of termination.

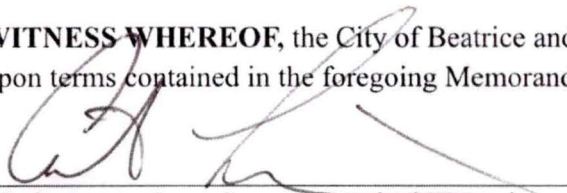
VIII. AMENDMENT

This MOU may be amended only through a written instrument approved and executed by both Parties.

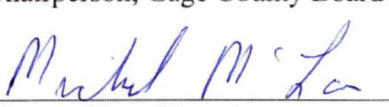
IX. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the Parties concerning the subject matter herein and supersedes any prior oral understandings regarding the allocation of medical expenses covered by this agreement.

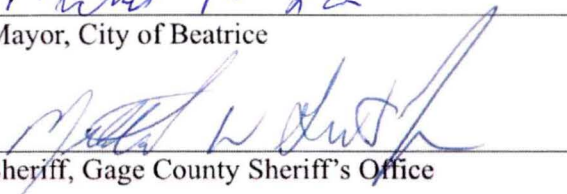
IN WITNESS WHEREOF, the City of Beatrice and Gage County do hereby execute the agreed upon terms contained in the foregoing Memorandum of Understanding as follows:

BY: 
Chairperson, Gage County Board of Supervisors

DATE: _____

BY: 
Mayor, City of Beatrice

DATE: 10-19-26

BY: 
Sheriff, Gage County Sheriff's Office

DATE: 10-14-26

BY: 
Chief, Beatrice Police Department

DATE: 10/20/26