

Mutual Aid Agreement for Structure Fire Responses Miles City

This Mutual Aid Agreement (the "Agreement") is made and entered into as of June 9th 2026, by and between the Town of Terry and Miles City (collectively referred to as the "Parties") both of Montana.

Purpose:

The purpose of this Agreement is to establish a framework for mutual aid between the Town of Terry and Miles City concerning responses to structure fires and hazardous materials incidents ensuring effective and timely assistance during emergencies.

1. Definitions:

For purposes of this Agreement, the following definitions apply:

- "Structure Fire" refers to any fire that involves a building or other structure, including but not limited to residential, commercial, and industrial properties.

- "Hazardous materials" NFPA 400 defines a hazardous material as:

A chemical or substance that is classified as a physical hazard material or a health hazard material, whether the chemical or substance is in usable or waste condition.

- "Apparatus" refers to firefighting vehicles and equipment utilized by either Party.

2. Responsibilities of the Parties:

- 2.1 Town of Terry:

- Will provide fire apparatus and personnel when available, in response to structure fires occurring in Miles City upon request.

- Will ensure that all responding personnel are adequately trained, use of the Incident Management System, personnel accountability system is in place, and that the apparatus is in working order.

- 2.2 Miles City:

- Will provide fire apparatus and personnel when available, in response to structure fires occurring in the Town of Terry upon request.

- Will ensure that all responding personnel are adequately trained, use of the Incident Management System, personnel accountability system is in place, and that the apparatus is in working order.

3. Activation of Mutual Aid:

- A request for mutual aid can be initiated by either Party when the responding agency is unable to manage the incident with its available resources.

- Activation of this Agreement should occur via radio communication, with a clear indication of the emergency and specific resources needed.

4. Operational Coordination:

- Personnel responding under this Agreement will operate under the incident command system established by the responding agency.

- The requesting agency will retain overall command of the situation and will coordinate the deployment and utilization of mutual aid resources.

5. Cost Sharing:

- Each participating agency is responsible for its own costs incurred while responding under this Agreement unless otherwise agreed upon in writing.

6. LIABILITY/INDEMNIFICATION:

Each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring because of the performance of this Agreement. Each party shall bear the liability and/or cost of damage to its equipment and for the death of, or injury to, its personnel, whether such incidents occur within the boundaries described herein. To the extent allowed by law, each department shall indemnify, defend, and hold harmless all other parties from damages, claims, demands, suits, judgments, costs, and expenses arising from loss or damage to private property and/or the death of or injury to private persons, whether caused by either department responding within the parameters of this Agreement. Provided, however, nothing contained herein shall expand any immunity granted by law to any party.

Each party also waives all claims against the other for compensation for any property loss or damage, and/or personal injury or death occurring from any negligent acts, conduct, instructions, or commands given by the individual assuming command (Incident Commander) at any Emergency Incident. This provision shall not apply to any acts, conduct, instructions, or commands given by an officer in their capacity as Incident Commander, which are later determined to have been grossly negligent, willful, wanton, or reckless.

7. Duration of Agreement:

- This Agreement shall remain in effect for an indefinite period from the date of execution and may be renewed upon mutual written consent of both parties for revision.

8. Amendments:

- This Agreement may be amended only by mutual written agreement signed by both Parties.

9. Termination:

- Either Party may terminate this Agreement with a written notice of 30-days to the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Mutual Aid Agreement to be executed by their duly authorized representatives as of the day and year first above written.

10. Montana Code Annotated 2023

TITLE 2. GOVERNMENT STRUCTURE AND ADMINISTRATION

CHAPTER 9. LIABILITY EXPOSURE AND INSURANCE COVERAGE

Part 1. Liability Exposure

Limitation On Governmental Liability For Damages In Tort

2-9-108. Limitation on governmental liability for damages in tort. (1) The state, a county, municipality, taxing district, or any other political subdivision of the state is not liable in tort action for damages suffered as a result of an act or omission of an officer, agent, or employee of that entity in excess of \$750,000 for each claim and \$1.5 million for each occurrence.

(2) The state, a county, municipality, taxing district, or any other political subdivision of the state is not liable in tort action for damages suffered as a result of negligence of an officer, agent, or employee of that entity by a person while the person was confined in or was otherwise in or on the premises of a correctional or detention institution or facility to serve a sentence imposed upon conviction of a criminal offense. The immunity granted by this subsection does not extend to serious bodily injury or death resulting from negligence or to damages resulting from medical malpractice, gross negligence, willful or wanton misconduct, or an intentional tort. This subsection does not create an exception from the dollar limitations provided for in subsection (1).

(3) An insurer is not liable for excess damages unless the insurer specifically agrees by written endorsement to provide coverage to the governmental agency involved in amounts in excess of a limitation stated in this section, in which case the insurer may not claim the benefits of the limitation specifically waived.

History: En. Sec. 2, Ch. 22, Sp. L. June 1986; amd. Sec. 1, Ch. 337, L. 1997.

IN WITNESS WHEREOF, the Parties hereto have caused this Mutual Aid Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Town of Terry Mayor

Town of Terry Fire Chief

Name:

Name:

Date:

Date:

Miles City Mayor

Miles City Fire Chief

Name:

Name:

Date:

Date: