

# VILLAGE OF RUDELL FIRE PROTECTION SERVICES AGREEMENT BYLAW

## Rural Municipality of Mayfield No. 406

BYLAW NO. 2026-03

### A BYLAW TO PROVIDE FOR ENTERING INTO AN AGREEMENT RESPECTING THE PROVISION OF FIRE PROTECTION SERVICES

The Council of the RM of Mayfield No. 406, in the Province of Saskatchewan, enacts as follows:

1. The Rural Municipality of Mayfield No. 406 is hereby authorized to enter into an agreement with the Village of Ruddell to provide fire protection services.
2. The terms of the agreement are defined in the "Fire Protection Services Agreement" between the parties involved, being attached hereto and forming part of this bylaw.
3. The Reeve and Administrator of the Rural Municipality of Mayfield No. 406 are hereby authorized to sign and execute the attached agreement.
4. That all previous bylaws and amendments pertaining to the subject matter of this bylaw are hereby repealed.
5. This bylaw shall come into force on May 14, 2026.

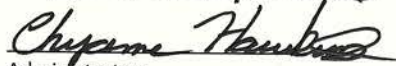


  
\_\_\_\_\_  
Reeve

  
\_\_\_\_\_  
Administrator

Read a third time and adopted

this 14<sup>th</sup> day of May 2026

  
Administrator

# FIRE PROTECTION SERVICES AGREEMENT

This Agreement is made as of the 14<sup>th</sup> day of May, 2026

BETWEEN:

The Rural Municipality of Mayfield No. 406,  
(the "RM")

AND

The Village of Ruddell,  
(the "Village")

## 1. PURPOSE

- 1.1. The purpose of this Agreement is to establish the terms and conditions under which the RM, through its Volunteer Fire Department, agrees to provide fire protection and related emergency response services within the boundaries of the Village.

## 2. SERVICES PROVIDED

- 2.1. The RM shall provide fire protection and related emergency response services through its Volunteer Fire Department.
- 2.2. Response shall be initiated upon request through the applicable emergency dispatch system or other authorized means.
- 2.3. Nothing in this Agreement shall be interpreted as a guarantee of response time or availability of resources.
- 2.4. The RM shall not be obligated to respond to a request for fire protection services within the Village if, in the opinion of the RM Fire Chief or designate:
  - 2.4.1. The RM's fire protection resources are committed to another incident;
  - 2.4.2. A response would leave the RM without adequate fire protection coverage;
  - 2.4.3. Available personnel or equipment are insufficient to respond safely; or
  - 2.4.4. Weather, road, or site conditions pose a safety risk to firefighters or equipment.
- 2.5. The Village acknowledges that the RM Volunteer Fire Department is staffed by volunteers and that the availability of personnel and equipment cannot be guaranteed at all times. A delayed response time does not constitute negligence.

## 3. SERVICE AREA

- 3.1. Fire protection services under this Agreement shall be provided within the corporate boundaries of the Village as established by law.

## 4. COMMAND AND CONTROL

- 4.1. The RM of Mayfield No. 406 Volunteer Fire Department shall remain at all times under the exclusive direction, control, and supervision of the RM Fire Chief or designate.
- 4.2. The Village shall have no authority over operational decisions, fireground tactics, staffing, or deployment of RM fire protection resources.

## **5. FEES, RATES AND BILLING**

- 5.1. The Village agrees to pay the RM for fire protection services in accordance with the Saskatchewan Government Insurance (SGI) current productive fire suppression rates.
- 5.2. The applicable rates shall be the SGI rates in effect on the date the services are provided and shall apply automatically without the need for amendment, notice, or re-execution of this Agreement.
- 5.3. A minimum charge of one (1) hour shall apply for each fire call, including false alarms, and regardless of the number of fire fighters and equipment deployed to the scene.
- 5.4. Time shall be calculated from the time of dispatch until apparatus and personnel return to service.
- 5.5. The RM shall invoice the Village for services rendered.

## **6. RECOVERY FROM RATEPAYERS**

- 6.1. The Village acknowledges that it is responsible for recovering the cost of fire protection services from its ratepayers or other responsible persons.
- 6.2. The RM shall have no responsibility for the collection of amounts owing from individual property owners or occupants within the Village.

## **7. VOLUNTEER STATUS**

- 7.1. All firefighters responding under this Agreement are volunteers or employees of the RM.
- 7.2. No firefighter shall be considered an employee, volunteer, or agent of the Village for any purpose.

## **8. INSURANCE AND WORKERS' COMPENSATION**

- 8.1. The RM shall maintain insurance coverage customary for municipal fire protection services, including general liability, automobile liability, and Workers' Compensation coverage through WCB Saskatchewan.
- 8.2. The Village acknowledges that all firefighters are covered by the RM's insurance and WCB coverage while responding under this Agreement.

## **9. INDEMNIFICATION**

- 9.1. The Village agrees to indemnify and hold harmless the RM, its council members, officers, employees, and volunteer firefighters from any claims, demands, damages, or losses arising out of services provided under this Agreement, except where such claims result from the gross negligence or willful misconduct of the RM.

## **10. TERM**

- 10.1. This Agreement shall commence on the 14<sup>th</sup> day of May, 2026 and shall continue in force unless terminated in accordance with this Agreement.

## **11. TERMINATION**

- 11.1. Either party may terminate this Agreement for any reason by providing seven (7) days written notice to the other party.
- 11.2. Termination shall not relieve the Village of its obligation to pay for services provided prior to the effective date of termination.

**12. MUTUAL AID & FIRE PROTECTION SERVICES AGREEMENTS**

12.1. Nothing in this Agreement restricts the RM from entering into mutual aid or fire protection agreements with other municipalities, agencies, or organizations.

**13. COMPLIANCE WITH LEGISLATION**

13.1. Both parties shall comply with all applicable provincial legislation, regulations, and municipal bylaws.

**14. AMENDMENTS**

14.1. This Agreement may only be amended by a written document signed by authorized representatives of both parties.

**15. GOVERNING LAW**

15.1. This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan.

**16. ENTIRE AGREEMENT**

16.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations or agreements, whether written or oral.

**17. COUNCIL AUTHORIZATION**

17.1. Each party represents and warrants that this Agreement has been duly authorized by its Council, and that this Agreement constitutes a valid and binding obligation of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives.




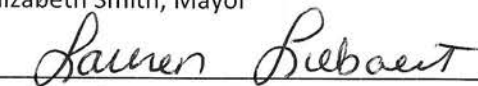
RM of Mayfield No. 406

  
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Craig Hamilton, Reeve

  
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Chyanne Hawkins, Administrator

Village of Ruddell

  
\_\_\_\_\_  
Elizabeth Smith, Mayor

  
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Lauren Liebaert, Administrator