



**To:** ACRD Board of Directors

**From:** Daniel Sailland, Chief Administrative Officer

**Meeting Date:** March 25, 2026

**Subject:** Hupacasath First Nation - ACRD Fire Suppression and First Responder Service Agreement

**Recommendation:**

***THAT the Alberni-Clayoquot Regional District Board of Directors authorize the CAO to enter into an interim Fire Protection Services Agreement until March 31, 2027, with the Hupacasath First Nation allowing the Sproat Lake Volunteer Fire Department to provide structural fire protection services to Kleehkoot Indian Reservation No. 2 with any long-term changes to the agreement being brought back to the Alberni-Clayoquot Regional District Board of Directors.***

**Desired Outcome:**

To enter into an interim agreement with the Hupacasath First Nation, enabling the Sproat Lake Volunteer Fire Department (SLVFD) to continue providing Fire Suppression and First Responder Services to Kleehkoot Indian Reservation No. 2 under the same conditions outlined in the agreement dated December 9, 2020.

**Background:**

The SLVFD has been providing structural fire protection services to Kleehkoot Indian Reservation No. 2 since 2017 through an agreement with the ACRD. On December 10, 2025, the Board of Directors approved an extension of the Fire Protection Services Agreement, dated December 9, 2020, between Hupacasath First Nation and the Alberni-Clayoquot Regional District for a term of four (4) months. As that extended term approved by the Board is set to expire on March 31, 2026, and the updated terms and conditions have not yet been agreed upon by Hupacasath First Nation and the ACRD, staff are proposing an additional extension be approved for a one (1) year term.

**Time Requirements – Staff & Elected Officials:**

Staff estimate that approximately ten (10) hours of staff time will be required to finalize an extension of the agreement for a one (1) year term. Additional time will be required to negotiate the updated terms of a new five (5) year agreement.

**Financial:**

Costs are recovered in this agreement to the Sproat Lake Volunteer Fire Department by Hupacasath First Nation as per the agreement Section 7.0.

**Strategic Plan Implications:**

Strategic Priority 3.0 Partnerships and Communication- to achieve mutual benefits from partnering with First Nations, municipal governments and community partners by sharing and leveraging our resources, developing and implementing effective communication practices, and aligning our efforts towards common goals.

**Policy or Legislation:**

The Local Government Act and the Community Charter Act apply to entering into agreements for services.

**Options Considered:**

None

Reviewed by: *Cynthia Dick*  
Cynthia Dick, General Manager of Administrative Services

Approved by: *Daniel Sailland*  
Daniel Sailland, MBA, Chief Administrative Officer

LETTER OF UNDERSTANDING

Between

Alberni-Clayoquot Regional District

(the “Regional District”)

And

Hupacasath First Nation

(“Hupacasath”)

The Alberni-Clayoquot Regional District and Hupacasath First Nation agree to modify the terms of the Fire Protection Services Agreement dated December 9, 2020 as follows:

Extend the term of the agreement for one (1) year, expiring on March 31, 2027.

Agreed to by the parties on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**On behalf of the ACRD:**

**On behalf of Hupacasath First Nation:**

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name/position)

\_\_\_\_\_  
(print name/position)

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## FIRE PROTECTION SERVICES AGREEMENT

THIS AGREEMENT made as of the 9th day of December, 2020

BETWEEN:

### ALBERNI-CLAYOQUOT REGIONAL DISTRICT

3008 Fifth Avenue  
Port Alberni, British Columbia, V9Y 2E3

(the "Regional District")

OF THE FIRST PART

AND:

### HUPACASATH FIRST NATION

Box 211, Port Alberni  
British Columbia, V9Y 7M7

(the "First Nation")

OF THE SECOND PART

**WHEREAS:**

- A. The First Nation has requested the Regional District to provide structural fire protection services to Kleekeet Indian Reservation No. 2, as outlined in bold on the attached map as Schedule "A", in accordance with Regional District **and Hupacasath First Nation Bylaws**
- B. The Regional District operates the Sproat Lake Volunteer Fire Department and is prepared to offer structural fire protection services, subject to the terms and conditions contained in this Agreement;
- C. The Regional District Board of Directors have approved this Agreement and its resolution is attached as Schedule "B" to this Agreement;
- D. The Council of the First Nation has approved this Agreement by Band Council Resolution, attached as Schedule "B" to this Agreement.

**NOW THEREFORE** in consideration of the covenants herein contained and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Regional District and the Council on behalf of the First Nation, do hereby covenant and agree each with the other as follows:

## 1.0 DEFINITIONS

1.1 For the purposes of this Agreement, the following definitions shall apply:

**"Commercial Unit"** means any unit or divided space used or intended to be used for the selling of goods and services, for the servicing and repair of goods or for commercial office functions, including retail sales, household services and all associated repairs, other personal and non-personal services and administrative, commercial and professional offices;

**"Dwelling Unit"** means any room or suite of rooms used or intended to be used as a residential dwelling by one or more persons, whether or not occupied, and shall include buildings used in connection with the dwelling. A Dwelling Unit shall include, without limiting the generality of the foregoing, a single-family dwelling, a trailer, a mobile home, a self-contained room or suite of rooms in a building or a strata-title unit;

**"Fire Chief"** means the person who is the head of the Sproat Lake Volunteer Fire Department or that person's lawfully appointed designate;

**"Public Building"** means any structure or portion thereof which is used for community, religious or other functions which are otherwise not encompassed under the definitions of "Dwelling Unit", "Commercial Unit";

**"Unit"** means any Dwelling Unit, Public Building or Commercial Unit;

**"Reserve"** means Kleekhoot Indian Reservation No. 2;

**"Residential Development"** means residential use of a Dwelling Unit to accommodate the home life of one or more individuals;

**"Senior Officer"** means the highest-ranking Officer after the Fire Chief, or the most senior firefighter to arrive on the scene.

## 2.0 WATER SUPPLY

2.1 The First Nation represents and warrants to the Regional District that the Reserve has a water supply and water pressure sufficient for the purposes of providing the fire protection services contemplated under this Agreement.

2.2 The Regional District, its elected officials and appointed officers, employees and volunteers shall not be responsible for any loss occurring as a result of the inability to fight any fire emergency on the Reserve due to insufficient supply of water,

insufficient water pressure or any other reason outside the Regional District's control.

- 2.3 At all times during the term of this Agreement, fire hydrants on the Reserve shall be maintained by the First Nation in good working order and kept painted and free of rust in accordance with current editions of the National Fire Protection Codes and amendments thereto and will remain in effect throughout the term of this Agreement. As part of that maintenance, each fire hydrant must be kept clear of brush and high grass within a radius of twenty (20) feet of the hydrant. A map, detailing the locations of all fire hydrants on the Reserve, must be provided to the Sprout Volunteer Fire Department and the Regional District at the commencement of this Agreement and annually thereafter. In addition, the First Nation agrees to maintain all fire hydrants and water supply lines in accordance with the instructions of the Regional District or its officers designated for that purpose.
- 2.4 For the purpose of greater certainty, it is acknowledged and agreed between the parties that notwithstanding anything to the contrary contained in this Agreement, the Regional District does not and shall not be obliged to possess, control, operate or maintain any of the water supply system on the Reserve or to add to or update any fire service equipment utilized by the Regional District.

### **3.0 PERMISSION TO ENTER ON RESERVES**

- 3.1 The First Nation covenants and agrees that the Fire Chief, or other Senior Officer may, at all reasonable times, enter upon the Reserve for the purposes of:
- (a) inspecting and testing the fire hydrants;
  - (b) inspecting any Unit located upon the Reserve to determine if there are possible threats to the safety of the Regional District's firefighters who may be called upon to extinguish fires within such Units;
  - (c) determining what steps the First Nation must take to remove such potential dangers; and
  - (d) any other purpose related to the delivery of fire protection services under this Agreement.
- 3.2 The First Nation covenants and agrees that a representative of the Regional District may, at all reasonable times, enter upon the Reserve for the purpose of performing Unit counts of all categories of development (i.e. Dwelling Unit, Public Building and Commercial Unit).
- 3.3 The First Nation's permission to enter upon the Reserve in sections 3.1 and 3.2 shall, as a result of the execution of this Agreement by the First Nation and the Regional District, be considered to be in writing and shall continue without

reservation or restriction during the term of this Agreement and shall be considered as a licence only and not as the granting or the conveyance or conferring on the Regional District of any right, estate or interest in title to any portion of the Reserve or any improvements hereunder and shall terminate upon the termination of this Agreement.

#### **4.0 EXTENT OF SERVICE**

4.1 The Regional District, through the Sproat Lake Volunteer Fire Department, agrees to provide structural fire protection services to all Units existing on the Reserve as of the date of this Agreement, as detailed on Schedule "C" to this Agreement, at the request of the First Nation or its members.

4.2 Subject to the terms of this Agreement, the Regional District will make all reasonable efforts to provide the fire protection services detailed in section 4.1 during the term of this Agreement at the same level of service that the Regional District provides those services to its own inhabitants within the Regional District. If the level of service to the Regional District's own inhabitants increases to the extent that the Regional District, in its sole opinion and discretion, believes that the fees payable under section 7 of this Agreement are not sufficient to recover the Regional District's costs of providing the same level of service to the Reserve, the Regional District will give three (3) months written notice to the First Nation of a proposed amendment of this Agreement reflecting a proposed fee increase and provide the First Nation with justification of the fee increase. If at the end of the three-month period of the notice, the Regional District and the First Nation have not agreed to the amendment, the Regional District will continue to provide the former level of service to the Reserve and not the increased level being provided to inhabitants of the Regional District if it is reasonably practical to do so.

4.3 It is a condition of the Regional District's provision of fire protection services under this Agreement that any Unit to be provided with those services shall be constructed in accordance with the applicable federal, provincial and local government enactments standards and codes governing:

- (a) the construction of buildings and structures;
- (b) the provision of plumbing and water services in those buildings; and
- (c) fire safety, prevention of spread of fire and other firefighting and life safety provisions. Inspection services may be provided for any Unit other than single family dwellings to the same level as accepted within the Regional District. The Regional District may request the First Nation to provide the Regional District with a copy of the occupancy permit or any other relevant information for any building

or structure on the Reserve at any time in order to ascertain whether it is safe to enter the building or structure in the event of a fire.

- 4.4 Notwithstanding section 4.1 of this Agreement, the Regional District will not provide fire protection services to Units that are not listed on Schedule "C" on the date of this Agreement, unless such Units are added to this Agreement as an Addendum upon the Regional District's approval of an application made to the Regional District by the First Nation, such approval may be unreasonably withheld.
- 4.5 For the purposes of obtaining the Regional District's approval under section 4.4 the First Nation shall notify the Regional District not less than three (3) months in advance of the estimated date of completion of construction of any new Unit that the First Nation wishes to be added as an Addendum to this Agreement .
- 4.6 The First Nation agrees to name and indicate by sign post all of the streets within the Reserve to which this Agreement applies, and to affix numbers conforming to the official numbering system of the Regional District of Alberni-Clayoquot to all residences and other buildings situate within the Reserve so that the said numbers are easily visible from the streets.
- 4.7 This Agreement shall not be interpreted to create any greater standard of care or liability on the part of the Regional District in respect of the supply of fire protection services to the First Nation than that which applies to the supply of such services to inhabitants of the Regional District. Nothing in this Agreement shall require the Regional District to provide a fire service under this Agreement higher than the level of fire protection service provided to inhabitants of the Regional District.
- 4.8 Notwithstanding any other provision in this Agreement, the parties acknowledge and agree that the distance between the Reserve and the Sproat Lake Fire Hall may result in longer response times for buildings on the Reserve than for buildings within the Regional District. The parties acknowledge and agree that the Sproat Volunteer Fire Department has limited resources for fighting fires including limited personnel, equipment and apparatus. Accordingly, it is acknowledged that a reduced level of services in respect of response time and overall fire protection services will be provided to the Reserve.
- 4.9 Despite sections 4.2 and 4.7 of this Agreement, the Regional District cannot ensure the same level of service to the Reserve unless the First Nation first enacts and enforces standards for open air burning and land clearing similar to those enacted by the Regional District for its own inhabitants.
- 4.10 Nothing in this Agreement requires the Fire Chief of the Sproat Lake Volunteer Fire Department to deploy firefighting personnel, apparatus, and equipment to the Reserve, where the Fire Chief or his/her designate has determined that they are either unavailable or are required to provide fire protection within the Regional District fire service area.

## **5.0 NATURE OF SERVICE**

- 5.1 The Regional District shall provide the firefighting service on a twenty-four hour on call basis from the Sproat Lake Fire Volunteer Fire Department, utilizing the manpower and equipment available at the time of notification of a fire.
- 5.2 Any fire protection services provided under this Agreement shall be under the exclusive control of the Fire Chief or Senior Officer present at such fire, and no member of the First Nation shall interfere with the conduct of such services but shall assist if requested to do so by the Sproat Volunteer Fire Department's Senior Officer at the scene of a fire on the Reserve.
- 5.3 The First Nation agrees that the First Nation shall and shall cause its members to comply with all directions and requests of the Fire Chief or Senior Officer attending at the scene of a fire on the Reserve, to assist in the Regional District's provision of fire protection services under this Agreement.

## **6.0 INDEMNITY**

- 6.1 The First Nation shall indemnify and save harmless the Regional District, its elected officials and appointed officers, employees and volunteers from any and all actions, causes of action, suits or other liability whatsoever which may arise as a consequence of the Regional District entering into or carrying out the provisions of this Agreement or arising from a breach of this Agreement by the First Nation.

## **7.0 FEES**

- 7.1 The First Nation shall provide annually to the ACRD on or before January 15<sup>th</sup>, a statement setting forth the number of residencies together with an appraisal of the Net Actual Assessed Value of improvements of buildings on the Reserve as conducted by a Certified Appraiser.
- 7.2 The First Nation shall pay the ACRD an annual fee as shown outlined on Schedule "D".

## **8.0 COST OF ADDITIONAL AID**

- 8.1 The First Nation agrees to pay the full cost of any additional firefighting manpower or equipment from another jurisdiction outside the Regional District that the Regional District considers necessary to assist with the suppression of a fire on the Reserve.

## **9.0 RIGHTS RESERVED**

9.1 Nothing contained or implied herein shall prejudice or affect the rights and powers of the Regional District in the exercise of its functions under any public or private statutes, bylaws, orders or regulations, all of which may be fully and effectively exercised in relation to the Sproat Lake Volunteer Fire Department and the fire protection services provided hereunder and any other function of the Regional District as if this Agreement had not been executed and delivered by the parties and the interpretation of this Agreement shall be subject to and consistent with statutory restrictions imposed on the Regional District under the *Local Government Act* and the *Community Charter*.

## **10.0 TERM OF AGREEMENT**

10.1 This Agreement shall come into force as of the date of its execution by all parties and shall continue in force for **(5) five years** or until earlier terminated as provided for in this Agreement.

## **11.0 ASSIGNMENT**

11.1 This Agreement shall not be assigned by any of the parties hereto except with the prior written consent of the others, which consent shall not be unreasonably withheld.

## **12.0 TIME**

12.1 Time shall be of the essence of this Agreement.

## **13.0 INTERPRETATION**

13.1 No provision of this Agreement shall be construed to create a partnership or joint venture relationship, an employer-employee relationship a landlord-tenant, or a principal-agent relationship.

## **14.0 HEADINGS**

14.1 The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

## **15.0 WAIVER**

15.1 The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

## **16.0 LANGUAGE**

16.1 Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

## **17.0 BINDING EFFECT**

17.1 This Agreement will ensure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assignees.

## **18.0 TERMINATION BY THE REGIONAL DISTRICT**

18.1 The Regional District may terminate this Agreement at any time upon giving **seven hundred and thirty (730) days'** notice in writing to the First Nation.

## **19.0 TERMINATION BY THE FIRST NATION**

19.1 The First Nation may terminate this Agreement at any time upon giving **seven hundred and thirty (730) days'** notice in writing to the Regional District but the Regional District shall not be required to refund any prepaid money paid to the Regional District under this Agreement.

## **20.0 NOTICE**

20.1 It is hereby mutually agreed that:

any notice required to be given under this Agreement will be deemed to be sufficiently given:

- (i) if delivered, at the time of delivery; and
- (ii) if mailed from any government post office in the Province of British Columbia by prepaid registered mail addressed as follows:

if to the Regional District:

3008 Fifth Avenue

Port Alberni BC V9Y 2E3

if to the First Nation:

Box 211, Port Alberni  
British Columbia, V9Y 7M7

Unless otherwise specified herein, any notice required to be given under this Agreement by any party will be deemed to have been given if mailed by prepaid registered mail, or sent by facsimile transmission, or delivered to the address of the other party set forth on the first page of this Agreement or at such other address as the other party may from time to time direct in writing, and any such notice will be deemed to have been received if mailed or faxed, 72 hours after the time of mailing or faxing and, if delivered, upon the date of delivery. If normal mail service or facsimile service is interrupted by strike, slow down, force majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice must utilize any other such services which have not been so interrupted or must deliver such notice in order to ensure prompt receipt thereof.

## **21.0 DISPUTE RESOLUTION**

- 21.1 If a dispute relating to this Agreement should arise, and the Parties cannot settle the dispute through negotiation, then the Parties must attempt in good faith to resolve the dispute through mediation. If mediation is unsuccessful, the parties may submit the dispute to binding arbitration pursuant to the *Commercial Arbitration Act* (British Columbia).
- 21.2 If any dispute is referred to mediation or to an arbitrator appointed under the *Commercial Arbitration Act*, the costs of the mediation or arbitration shall be borne equally by the parties involved in the dispute. The parties agree that in the event of arbitration, a single arbitrator shall be appointed in lieu of a panel.

## **22.0 ENTIRE AGREEMENT**

- 22.1 The whole agreement between the parties is set forth in this document and no representations, warranties or conditions, express or implied, have been made other than those expressed.
- 22.2 This Agreement may be amended from time to time upon terms and conditions mutually acceptable to the First Nation and the Regional District only if the amendments are in writing and executed by the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT by its authorized signatories )

John Jack )  
Name: ) January 11, 2021  
Date

Wendy Holmes )  
Name: ) January 11, 2021  
Date

SIGNED SEALED AND DELIVERED by the )  
**Hupacasath First Nation** )  
pursuant to the consent of the majority of the )  
Councillors of the Band present at a Council )  
meeting duly convened at which authority )  
was given for the **Hupacasath First Nation** )  
to enter into this Agreement: )

J. Flood )  
Chief ) Jan. 07, 2021  
Date

[Signature] )  
Councillor ) Jan 07, 2021  
Date

[Signature] )  
Councillor ) Jan 07, 2021  
Date

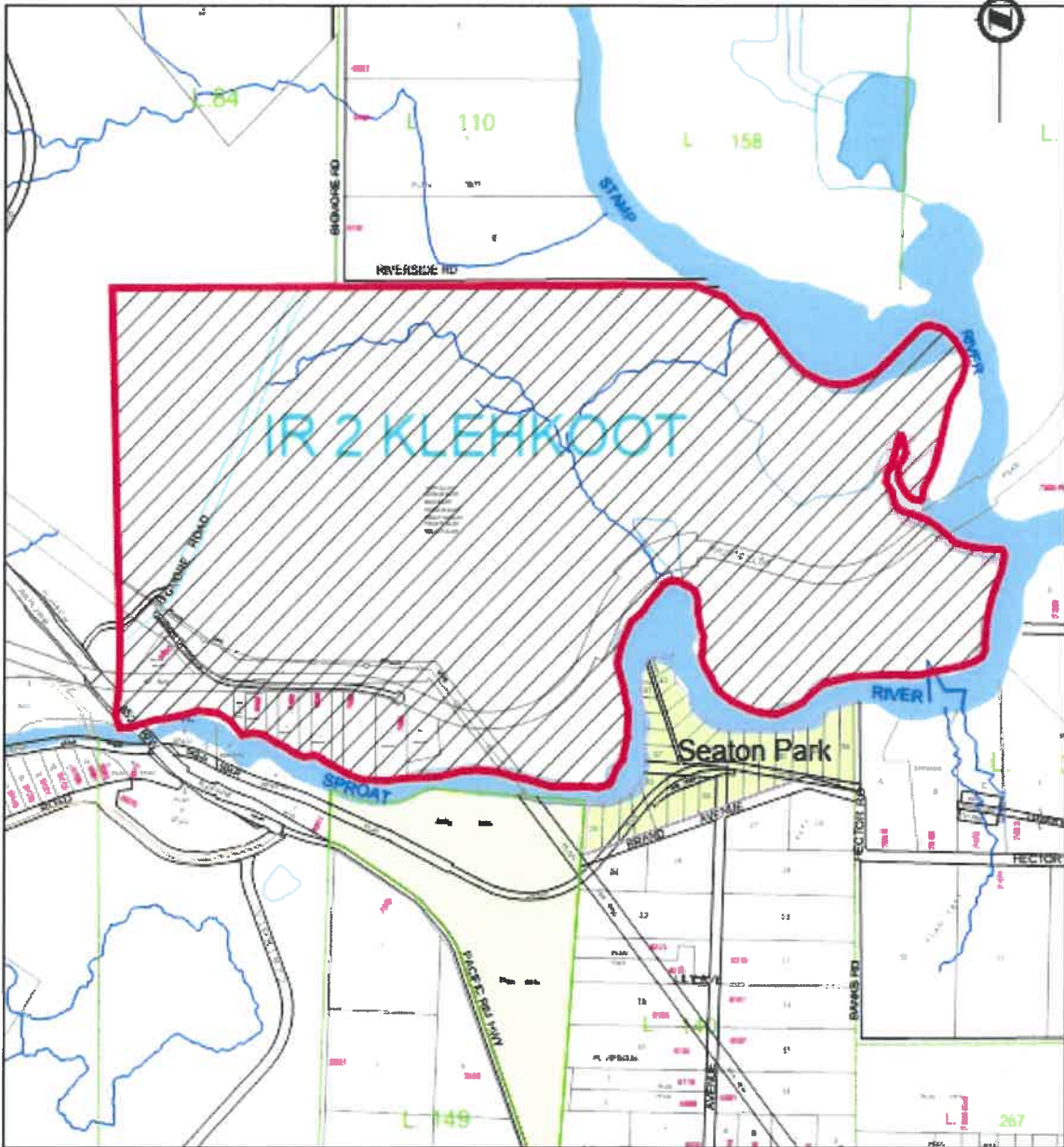
\_\_\_\_\_)  
Councillor )  
Date

\_\_\_\_\_)  
Councillor )  
Date

\_\_\_\_\_)  
Councillor )  
Date

# Schedule 'A'

This schedule is attached to and forms part of  
Fire Protection Services between ACRD and Hupacasath First Nation.



 Agreement Area



ALBERNI-CLAYOQUOT  
REGIONAL DISTRICT



**SCHEDULE "B" TO AGREEMENT BETWEEN REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT AND THE HUPACASATH FIRST NATION**

**BOARD/COUNCIL RESOLUTIONS**

Alberni-Clayoquot Regional District  
Regular Board of Directors Meeting –

***"That the Alberni-Clayoquot Regional District Board of Directors enter into a Fire Protection Services Agreement with the Hupacasath First Nation for the Sproat Lake Volunteer Fire Department to provide structural fire protection services to Kleekhoot Indian Reservation No. 2 for a **five-year term**"***

Hupacasath First Nation  
Regular Council Meeting –

***"Be it resolved that the Hupacasath First Nations Chief & Council have reviewed and accepted the Fire Protection Service Agreement between the Alberni-Clayoquot Regional District and the Hupacasath First Nation for a **five-year term**"***

**SCHEDULE "C" TO AGREEMENT BETWEEN REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT AND THE HUPACASATH FIRST NATION**

**DETAILS OF DEVELOPMENT EXISTING ON THE RESERVE  
AS OF THE DATE OF THIS AGREEMENT**

Dwelling Units	6
Public Buildings	0
Commercial Units	5
• Water tower	
• Pump house	
• Water filter system buildings	

**SCHEDULE "D" TO AGREEMENT BETWEEN REGIONAL DISTRICT OF ALBERNI-CLAYOQUOT AND THE HUPACASATH FIRST NATION**

1. The First Nation shall pay the ACRD an annual fee representing as a proportionate share of the total costs to provide structural fire protection calculated as follows:
  - a. Calculation of the rate per \$1,000.00 of Net Actual Assessed Value of Improvements applied to all Property Classes.
    1. Total estimated Annual SLVFD Fire Protection Costs  
**divided by (l)**
    2. Total of Net Actual SLVFD Service Area Assessed Values of Improvements applied to all property Classes,  
**equals (=)**
    3. Base Rate per \$1,000.00 of Net Actual Assessed Value.
  - b. Annual Charge for Residencies on Reserve.
    1. Total Net Actual Assessed Value of Improvements on the Reserve (as provided by 7.1)  
**multiplied by (x)**
    2. The applicable Base Rate per \$1,000.00 of Net Actual Assessed Value (calculated from (a) (3) above)  
**equals (=)**
2. On or before April 10<sup>th</sup> of each year, the ACRD will invoice the First Nation for the fees due for fire protection provided by the ACRD under the terms of this Agreement.
3. The First Nation agrees to pay the invoice on or before August 1<sup>st</sup> of each year.
4. A 10% penalty shall be added to all amounts remaining unpaid on August 31<sup>st</sup> and a further 10% to the unpaid balance on December 1<sup>st</sup>. Amounts remaining unpaid on January 1<sup>st</sup> of the following year shall be subject to interest at the rate of prime plus one percent as set by the Regional District's, bankers until the balance is paid in full.
5. If the First Nation fails to make a payment required under this Agreement to the ACRD on the date that the same is due, the ACRD may, at its option, and upon two months' written notice, discontinue the fire protection services provided under

this Agreement until payment has been made in full, together with interest pursuant to section 6.