



District of West Vancouver

North Shore Emergency Management Establishing Bylaw No. 5416, 2026

Effective Date:

North Shore Emergency Management Establishing Bylaw No. 5416, 2026

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District of West Vancouver

North Shore Emergency Management Establishing Bylaw No. 5416, 2026

A bylaw to repeal and replace: North Shore Emergency Management Office Agreement Bylaw No. 4311, 2002; West Vancouver Emergency Plan Bylaw No. 4309, 2002; and North Shore Disaster Bylaw No. 4485, 2006.

The Council of The Corporation of the District of West Vancouver enacts as follows:

Part 1 Citation

- 1.1 This bylaw may be cited as North Shore Emergency Management Establishing Bylaw No. 5416, 2026.

Part 2 Severability

- 2.1 If a portion of this bylaw is held invalid by a Court of competent jurisdiction, then the invalid portion must be severed and the remainder of this bylaw is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.

Part 3 Previous Bylaw Repeal

- 3.1 North Shore Emergency Management Office Agreement Bylaw No. 4311, 2002 (adopted on October 7, 2002), West Vancouver Emergency Plan Bylaw No. 4309, 2002 (adopted on October 7, 2002), and North Shore Disaster Bylaw No. 4485, 2006 (adopted on September 25, 2006) are hereby repealed.

Part 4 Multijurisdictional Emergency Management Organization

- 4.1 The powers conferred on the District of West Vancouver by the *Emergency and Disaster Management Act*, SBC 2023, c.37 (“EDMA”) in respect of participating in a multijurisdictional emergency management organization with the District of North Vancouver and the City of North

Vancouver are authorized to be in accordance with the provisions of the agreement between the District of West Vancouver, the District of North Vancouver, and the City of North Vancouver in substantially the form of the Agreement attached to this bylaw as Schedule “A”.

Part 5 Execution of Documents

5.1 The Mayor and Corporate Officer are authorized to execute the agreement titled North Shore Emergency Management Agreement which is attached to this bylaw as Schedule “A” and forms part of this Bylaw.

Part 6 North Shore Emergency Management

6.1 Upon execution and delivery of the amended North Shore Emergency Management Agreement the North Shore Emergency Management Office is continued as North Shore Emergency Management.

Schedules

Schedule A – North Shore Emergency Management Agreement

READ A FIRST TIME on [Date]

READ A SECOND TIME on [Date]

READ A THIRD TIME on [Date]

ADOPTED by the Council on [Date].

Mayor

Corporate Officer

Schedule A – North Shore Emergency Management Agreement

NORTH SHORE EMERGENCY MANAGEMENT AGREEMENT

This Agreement, dated for reference the ___ day of ____, 2026.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER,
355 West Queens Road, North Vancouver, British Columbia, V7N 4N5

(the “District”)

AND:

THE CORPORATION OF THE CITY OF NORTH VANCOUVER,
141 West 14th Street, North Vancouver, British Columbia, V7M 1H9

(the “City”)

AND:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER,
750 – 17th Street West Vancouver, British Columbia, V7V 3T3

(“West Vancouver”)

(the above parties hereinafter collectively called the “Municipalities”)

Witnesses that Whereas:

- A. The Municipalities wish to establish North Shore Emergency Management (“NSEM”) for the purpose of providing a multijurisdictional emergency management organization pursuant to section 19 of the the *Emergency and Disaster Management Act*, SBC 2023, c.37 (the “EDMA”);
- B. The Municipalities wish to delegate to North Shore Emergency Management the authority, on behalf of the District, the City, and West Vancouver to plan, develop and conduct, within the approved funding of any budget year, multijurisdictional Emergency Management Services in the District, City, and West Vancouver; and

- C. The Municipalities are committed to the cooperative delivery of North Shore Emergency Management Services to the Municipalities and to the residents of the District, the City, and West Vancouver, and to the equitable sharing of the costs of delivery of those services as set out in this Agreement;

NOW THEREFORE the District, the City, and West Vancouver agree as follows:

PART 1

Definitions

1. In this Agreement, the following definitions apply:
 - (a) “Agreement” means this Agreement and all Attachments, which are deemed to be included as part of this Agreement;
 - (b) “Appointed Financial Officer” means the Financial Officer for the District of North Vancouver;
 - (c) “City” means the City of North Vancouver;
 - (d) “City CAO” means the City’s chief administrative officer;
 - (e) “Member” means a person duly appointed to the NSEM Steering Committee pursuant to the terms hereof;
 - (f) “Director of NSEM” means the person hired by NSEM through the Steering Committee as the director of NSEM under this Bylaw;
 - (g) “District” means the District of North Vancouver;
 - (h) “District CAO” means the District’s chief administrative officer;
 - (i) “Emergency Management Services” means those municipal and multijurisdictional emergency management activities, programs, and services, as allowed for in *EDMA* and provided in the approved NSEM budget from time to time, relating to the four phases of emergency management: the mitigation phase, the response phase (excluding response borrowing), the preparation phase, and the recovery phase (excluding recovery powers and recovery borrowing as set out in sections 118 and 119 of *EDMA*);
 - (j) “Oversight Committee” means the persons duly appointed to the Oversight Committee pursuant to the terms hereof;
 - (k) “NSEM” means North Shore Emergency Management;

- (l) “Steering Committee” means the persons duly appointed to the Steering Committee pursuant to the terms hereof;
- (m) “West Vancouver” means the District of West Vancouver;
- (n) “West Vancouver CAO” means West Vancouver’s municipal manager.

PART 2 NSEM

Mandate

2. The Municipalities are committed to the tri-partite delivery of quality Emergency Management Services to residents of all three (3) municipalities, and mandate NSEM, on behalf of the Municipalities, to plan, develop, evaluate, and jointly and seamlessly deliver, within the approved funding of any budget year, an appropriate array of quality Emergency Management Services to serve and support the District, City, and West Vancouver and residents in preparing for, responding to, and recovering from emergencies and disasters. In carrying out this mandate, NSEM will act in the best interest of the residents of the District, the City and West Vancouver and in the best interests of the Municipalities.

Powers, Duties and Functions of NSEM

3. The Municipalities agree that the powers, duties and functions of the NSEM are as set out in the District’s, the City’s, and West Vancouver’s companion North Shore Emergency Management Delegation Bylaws respectively, as amended from time to time.
4. NSEM shall consist of the following:
 - (a) Oversight Committee;
 - (b) Steering Committee;
 - (c) Director of NSEM;
 - (d) NSEM staff; and
 - (e) NSEM volunteers as selected by the Director of NSEM and NSEM staff. Volunteers include but are not limited to the Emergency Support Services Team, the Emergency Communications Team, Emergency Education Team and the Emergency Management Team, which may be required to assist the NSEM Director and NSEM

staff.

NSEM Delegation Bylaws

5. The City agrees that it will not adopt any bylaws to amend its North Shore Emergency Management Delegation Bylaw without first consulting with the District and West Vancouver. The District agrees that it will not adopt any bylaws to amend its North Shore Emergency Management Delegation Bylaw 8791, without first consulting with the City and West Vancouver. West Vancouver agrees that it will not adopt any bylaws to amend its North Shore Emergency Management Delegation Bylaw, without first consulting with the City and the District.

Director of NSEM

6. The Municipalities agree that:
 - (a) the Steering Committee is responsible for employing a person in the capacity of Director of NSEM in accordance with the Municipalities' companion North Shore Emergency Management Delegation bylaws respectively; and
 - (b) the powers, duties and functions of the Director of NSEM are as set out in the said Delegation Bylaws.

Composition of Steering Committee

7. The Steering Committee will consist of six (6) Committee members. Attached as Schedule A to this Agreement and forming part of this Agreement are the Steering Committee Rules of Procedures which shall apply to the Steering Committee. The Rules of Procedure may be amended from time to time by the Parties providing their unanimous agreement in writing to amended Rules of Procedure.

Appointment of Steering Committee members

8. The District will appoint two (2) senior staff members to the Steering Committee to serve a two-year term. The District may appoint two (2) alternate senior staff members who may, on behalf of an absent Steering Committee member take the place of, vote and generally act in all matters for the absent Steering Committee member.
9. The City will appoint two (2) senior staff members to the Steering Committee to serve a two-year term. The City may appoint two (2) alternate senior staff members who may, on behalf of an absent Steering Committee member take the place of, vote and generally act in all matters for the absent Steering Committee member.

10. West Vancouver will appoint two (2) senior staff members to the Steering Committee to serve a two-year term. West Vancouver may appoint two (2) alternate senior staff members who may, on behalf of an absent Steering Committee member take the place of, vote and generally act in all matters for the absent Steering Committee member.
11. The three (3) Municipalities will endeavour to appoint some senior staff members to the Steering Committee that have expertise in Finance, Fire Services, Engineering, Climate Action and Corporate Services.
12. For certainty, the term of any senior staff member to the Steering Committee, whether as a Steering Committee member or as an alternate pursuant to Sections 8 through 11 above continues and will be deemed to be extended until the District, the City, or West Vancouver make new appointments pursuant to those sections.

Qualifications

13. A senior staff member appointed pursuant to sections 8 through 11 may only be appointed and hold office at the Steering Committee for such time as they are employed by either the City, the District, or West Vancouver.

Vacancy

14. In the event of a vacancy on the Steering Committee due to death, resignation, or any other reason, the District, the City, or West Vancouver will, as soon as reasonably possible, make a replacement appointment pursuant to sections 8 through 11 as applicable.

Composition of Oversight Committee

15. The Oversight Committee will consist of the three (3) CAOs of the Municipalities.

PART 3 NSEM FINANCES

Operating Financial Plan

16. The Municipalities agree that the operating financial plan for NSEM must include the estimated operational expenditures for NSEM along with anticipated revenues from NSEM through grants and other sources.

Capital Plan

17. The Municipalities agree that the capital financial plan for NSEM must include the estimated capital expenditures for NSEM which would include fittings, furnishings and equipment and any future capital asset acquisitions.

Operating Plan Approval

18. The District, the City, and West Vancouver will each consider for approval (or for amendment and then approval) the operating financial plan provided by the Director of NSEM by October 31 each year for the provision of Emergency Management Services.

Capital Plan Approval

19. The District, the City, and West Vancouver will each consider for approval (or for amendment and then approval) the capital plan provided by the Director of NSEM by October 31 each year in relation to the provision of Emergency Management Services.

Grants

20. NSEM may apply for grants from external entities to provide funding for projects and capacity subject to Steering Committee approval. Grant applications will be considered subject to NSEM internal capacity to fulfill the grant requirements.

Operating and Capital Plan Amendments

21. The Municipalities agree that in considering, amending and approving the operating financial plan and the capital plan the District Council, the City Council, and the West Vancouver Council will be governed by the following principles:
 - (a) the operating financial plan and the capital plan will be reasonable and made in good faith;
 - (b) the operating financial plan and the capital plan will endeavour to achieve an equitable allocation of operating and capital funds to programs and services in all three Municipalities;
 - (c) the operating financial plan and the capital plan will achieve a reasonable level of program and service quality; and

- (d) if the Municipalities cannot come to a consensus on the operating financial plan and the capital plan for the coming year, the Agreement will be terminated.

Share Determination

- 22. Subject to section 28 below, NSEM’s operating and capital costs shall be apportioned to the Municipalities in proportion to their respective populations as determined by the latest published census, and amendments thereto.
- 23. The City will provide to NSEM occupancy of a portion of the Gerry Brewer Building, vehicle usage, fuel transactions, and insurance. The District will provide to NSEM human resource services, financial services, and IT services customarily provided to District employees. West Vancouver will provide to NSEM a minute taker for the Steering Committee and Oversight Committee.

Funding Contributions

- 24. The District will, upon approval by District Council, City Council, and West Vancouver Council of NSEM’s operating financial plan and capital plan, pay the District share for NSEM’s operating and capital costs.
- 25. The City will, upon approval by City Council, District Council, and West Vancouver Council of NSEM’s operating financial plan and capital plan, pay the City share for NSEM’s operating and capital costs.
- 26. West Vancouver will, upon approval by West Vancouver Council, District Council, and City Council of NSEM’s operating financial plan and capital plan, pay the West Vancouver share for NSEM’s operating and capital costs.

Financial Over-Sight and Annual Audit

- 27. The Appointed Financial Officer will be responsible for oversight of the Director of NSEM with respect to all matters relating to financial administration, including responsibility for ensuring compliance with all statutory financial requirements. The Appointed Financial Officer will also ensure that an independent external auditor is appointed to conduct an annual financial audit of NSEM which will be shared with the Municipalities. The Director of NSEM will be responsible for following the budget and financial management policies of the Appointed Financial Officer.

Reimbursement of Costs

28. The anticipated costs of providing to NSEM:
- (a) financial, human resource, and IT services;
 - (b) office space and related services (Gerry Brewer Building costs);
 - (c) transportation services including vehicle usage, fuel transactions, and insurance; and
 - (d) minute taker services for the Steering Committee and Oversight Committee meetings;

shall be included in NSEM's annual operating financial plan based on a detailed estimate from the District, the City, or West Vancouver, as the case may be. The resulting actual costs of providing these services will be reimbursed by NSEM, with said reimbursement funded by the Municipalities in accordance with the funding formula herein.

Examination of Records

29. Any of the Municipalities may conduct audits or examinations to obtain information or determine that adequate financial controls are being maintained by NSEM. The Municipalities will cooperate with each other in the conduct of any such audits particularly in respect to access to financial records and other information of the NSEM.

Budget Year

30. The budget year of NSEM is that of the Municipalities.

Ownership of Capital Assets

31. Every capital asset that has been jointly funded under this Agreement, including without limitation any real or personal property, fixtures, chattels, vehicles, equipment, computer system software and proprietary will be, at the termination of the Agreement, distributed to the Municipalities in proportion to their respective populations as determined by the latest published census, and amendments thereto.
32. Notwithstanding section 31 above, at the termination of the Agreement, a capital asset may be acquired by agreement by any one of the Municipalities for exclusive use, on payment to the other two Municipalities of the applicable proportion of their contribution to the asset at its then depreciated value in accordance with public sector accounting standards.

PART 4

MISCELLANEOUS

Amendments

33. The Municipalities will, in good faith, negotiate any proposed amendment to this Agreement upon request of either party, all amendments to be in writing and executed by the Municipalities. Without limiting the generality of the foregoing, the funding arrangements provided for in Part 4 herein may be amended by agreement of the Municipalities in writing.

Dispute Resolution

34. The Municipalities will submit any dispute arising out of the interpretation or application of this Agreement:
- (a) first, to the District CAO, the City CAO, and the West Vancouver CAO to resolve the dispute, such resolution will be final and binding upon the parties; and
 - (b) if the CAOs are unable to reach a resolution to resolve the dispute, to the Inspector of Municipalities, or at the election of the parties, a commercial arbitrator appointed by agreement or, failing agreement, appointed pursuant to the *Commercial Arbitration Act*, for final determination, and the determination of the Inspector or arbitrator as applicable will be final and binding upon the Municipalities.

Term

35. This Agreement continues in effect until:
- (a) January 1 of the year two years or more after written notice of termination is delivered on the other Municipalities by either the District, the City, or West Vancouver;
 - (b) on January 1 of the year for which the Municipalities were unable to come to an agreement upon and adopt an agreed upon operational financial plan and/or capital plan; or,
 - (c) by agreement of all three Municipalities.

North Shore Emergency Management Office Agreement

36. Upon execution and delivery of this Agreement, the North Shore Emergency Management Office Agreement entered into between the District, the City and West Vancouver and dated for reference October 8, 2002, and all amendments thereto, shall terminate and be of no further

force or effect.

IN WITNESS WHEREOF the District, the City, and West Vancouver have executed this Agreement on the date first above written.

THE CORPORATE SEAL of **THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER** was hereunto affixed in the presence of:

Mayor

Corporate Officer

THE CORPORATE SEAL of **THE CORPORATION OF THE CITY OF NORTH VANCOUVER** was hereunto affixed in the presence of:

Mayor

City Clerk

THE CORPORATE SEAL of **THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER** was hereunto affixed in the presence of:

Mayor

Corporate Officer

**Schedule A to North Shore Emergency Management Agreement
Rules of Procedure**

Election of Steering Committee Chair and Vice-Chair

1. The Director of NSEM will preside at the first meeting following the appointments of Steering Committee members, and the first order of business will be the election by the Steering Committee of a Chair and Vice-Chair.

Vice-Chair

2. In the absence or incapacity of the Chair, the Vice-Chair has all the powers and is subject to the same rules as the Chair.

Regular Meetings

3. The Steering Committee will, by resolution, set a schedule of regular meetings, and NSEM will hold meetings in accordance with the approved schedule, with a requirement of at least six (6) meetings per calendar year, unless another date for a meeting is fixed by the Chair at the previous meeting or with 24 hours notice to the Steering Committee.

Quorum

4. A quorum of NSEM is three (3) Steering Committee members and there is a minimum of one (1) Steering Committee member from each of the three Municipalities.

Electronic Meetings

5. A Steering Committee member who is unable to attend any meeting in person, may attend and participate by telephone conference, video conference, or similar means, if the Steering Committee members have been provided with notice, an agenda and background material for the meeting and the electronic or other communication facilities must enable the meeting's participants to hear, or watch and hear, each other.
6. The following rules apply to a meeting referred to in section 5:
 - (a) the electronic or other communication facilities must enable the meeting's participants to hear, or watch and hear, each other; and
 - (b) Except for any part of the meeting that is closed to the public, the facilities must enable the public to hear, or watch and hear, the participation of the member.

Notice

7. Notice of each regular meeting, together with an agenda for the meeting, will be delivered to each Steering Committee member at least five (5) business days prior to each regular meeting. Notice of each special meeting, together with an agenda for the meeting, will be delivered to each Steering Committee member at the earliest reasonable opportunity prior to the meeting.

Conduct of Steering Committee Meeting

8. The Chair will preside at all meetings of the Steering Committee and will be guided by the following rules:
- (a) The order of business will be as set out in the agenda, except that an item may be added or withdrawn from the agenda by the Chair, subject to majority support;
 - (b) Majority vote of the Steering Committee being required if a Steering Committee member objects;
 - (c) All decisions of the Steering Committee will be made by resolution and a resolution will be considered adopted by a majority vote of the Steering Committee members present. Each Steering Committee member, including the Chair, has one vote. If the votes of Steering Committee members present at the meeting at the time of the vote are equal for or against the motion, the motion is defeated;
 - (d) All meetings of the Steering Committee will be open to the public, except for resolutions and matters that may be considered in a closed meeting in accordance with the requirements in Part 4, Division 3 of the *Community Charter*;
 - (e) When an item dealt with at a closed meeting is no longer confidential, as resolved by the Steering Committee, the minutes for that item shall be received without debate in a subsequent meeting; and
 - (f) The Chair will maintain order by following these rules and any supplementary rules adopted by the Steering Committee. In the absence of any rule or supplementary rule, the Chair may determine every other matter reserved to the presiding officer in accordance with *Roberts' Rules of Order*.

Supplementary Rules

9. The Steering Committee may adopt any supplementary rules of order that do not conflict with those contained in this Agreement.
10. Any decisions related to the performance or termination of the Director of NSEM or appointment of a new Director of NSEM require a minimum of two of the three Municipalities to provide an affirmative vote where each Municipality has one vote (e.g. Steering Committee members for each Municipality have ½ vote and both Steering Committee members from a Municipality would need to vote affirmatively to garner the one vote).

Minutes

11. Minutes of the proceedings of the Steering Committee and any sub-committees must be
- (a) legibly recorded; and

- (b) signed by the Chair or other member presiding at the meeting or at the next meeting at which the minutes are adopted. Once adopted, the minutes will be sent to the three (3) corporate officers.

Standing Committees

- 12. The Chair may appoint standing committees of Steering Committee members to review and make recommendations to the Steering Committee on any matter. A standing committee will serve at the pleasure of the Steering Committee. Minutes of the meetings of a standing committee will be kept and copies sent to all Steering Committee members and to the three (3) corporate officers. Standing committees may meet by telephone conference, video conference, or e-mail if convenient.

Oversight Committee Meetings

- 13. The Oversight Committee will hold at least two (2) meetings per calendar year. The Oversight Committee meetings will comprise of the following attendees: The Oversight Committee plus the Steering Committee members as well as the Director of NSEM.
- 14. The Oversight Committee is an opportunity for the Director of NSEM and the Steering Committee to provide updates on important NSEM matters and allows the Oversight Committee to provide feedback on those matters as well as to raise matters relating to NSEM services.

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District of West Vancouver

North Shore Emergency Management Delegation Bylaw No. 5417, 2026

Effective Date:

North Shore Emergency Management Delegation Bylaw No. 5417, 2026

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District of West Vancouver

North Shore Emergency Management Delegation Bylaw No. 5417, 2026

A bylaw to delegate certain powers duties and functions relating to the provision of emergency management powers in the District of West Vancouver to North Shore Emergency Management.

WHEREAS pursuant to section 19 of the *Emergency and Disaster Management Act*, SBC 2023, c.37 (the “EDMA”), Council may, by bylaw, delegate its powers, duties and functions to a body established by Council;

AND WHEREAS Council, by North Shore Emergency Management Establishing Bylaw No. 5416, 2026, has established, jointly with the District of North Vancouver and the City of North Vancouver, North Shore Emergency Management (“NSEM”) for the provision of Emergency Management Services, and, for that purpose, has entered into the North Shore Emergency Management Agreement with the City of North Vancouver and the District of North Vancouver (collectively, the “Municipalities”),

NOW THEREFORE, the Council of The Corporation of the District of West Vancouver enacts as follows:

Part 1 Citation

- 1.1 This bylaw may be cited as North Shore Emergency Management Delegation Bylaw No. 5417, 2026.

Part 2 Definitions

- 2.1 In this bylaw:

“Annual Service Plan” means the service plan under Part 4 herein;

“Appointed Financial Officer” means either the Financial Officer for West Vancouver, the District, and the City, whichever one has been appointed to act in this capacity by West Vancouver, the District, and the City, by mutual agreement in writing, and on the reference date of this Bylaw means the District’s Financial Officer;

“Budget Submission” means the draft capital plan and draft operating financial plan prepared by the Director of NSEM based on the Annual Service Plan and approved by the NSEM Steering Committee in accordance with Section 5.1(f) and Part 11;

“Capital Plan” means the five year capital plan updated annually approved by the Councils of West Vancouver, the District, and the City

“City” means the City of North Vancouver;

“City CAO” means the City’s chief administrative officer;

“Director of NSEM” means the person hired by NSEM as the director of NSEM;

“District” means the District of North Vancouver;

“District CAO” means the District’s chief administrative officer;

“Emergency Management Services” means those municipal and multijurisdictional emergency management activities, programs, and services as allowed for in *EDMA*, which include a Multijurisdictional Emergency and/or a Single Municipal Emergency, as provided in the approved NSEM budget from time to time, relating to the four phases of emergency management: the mitigation phase, the response phase (excluding response borrowing), the preparation phase, and the recovery phase (excluding recovery powers and recovery borrowing as set out in sections 118 and 119 of *EDMA*);

“NSEM Steering Committee” means persons duly appointed to the NSEM Steering Committee pursuant to North Shore Emergency Management Establishing Bylaw No. 5416, 2026;

“Multijurisdictional Emergency” means a state that

- (i) is the result of any of the following
 - (A) an event that:
 - (1) has occurred, is ongoing or appears imminent within at least two (2) of the three (3) Municipalities, and

- (2) is caused by one (1) or more incidents, whether or not those incidents occur in the same location or at the same time, of accident, fire, explosion, technical failure, rioting, security threat, terrorist activity within the meaning of section 83.01 of the *Criminal Code*, force of nature or an incident prescribed under the *EDMA*;
- (B) the presence, suspected presence, or imminent spread of a transmissible disease or an environmental toxin;
- (C) an event prescribed by the *EDMA* or the suspected presence of prescribed circumstances; and
- (ii) requires the prompt coordination of action, or the special regulation of persons or property, to protect:
 - (A) the health, safety, or well-being of persons, or
 - (B) the safety of property or objects or sites of heritage value;

“Municipal Emergency Response Plan” means a plan formulated by the municipalities setting out response procedures to be followed in the case of an emergency;

“North Shore Emergency Management Agreement” means the agreement between the District, the City, and West Vancouver as attached as Schedule A to North Shore Emergency Management Establishing Bylaw No. 5416, 2026;

“North Shore Emergency Management Plan” means an emergency management plan prepared, developed and maintained by NSEM in accordance with the *Emergency and Disaster Management Act*;

“NSEM” means North Shore Emergency Management;

“North Shore Emergency Operations Centre” (NSEOC) means the centralized facility located at 2nd floor, 147 E.14th St. North Vancouver, V7L 2N4 where Emergency Management Services will be implemented for Multijurisdictional Emergencies and as required for Single Municipal Emergencies;

“Operating Financial Plan” means the annual operating financial plan approved by the Council’s of West Vancouver, the District, and the City;

“Single Municipal Emergency” means a state that

- (i) is the result of any of the following
 - (A) an event that:
 - (1) has occurred, is ongoing or appears imminent within

- just one (1) of the three (3) Municipalities, and
- (2) is caused by one (1) or more incidents, whether or not those incidents occur in the same location or at the same time, of accident, fire, explosion, technical failure, rioting, security threat, terrorist activity within the meaning of section 83.01 of the *Criminal Code*, force of nature or an incident prescribed under the *EDMA*;
- (B) the presence, suspected presence, or imminent spread of a transmissible disease or an environmental toxin;
- (C) an event prescribed by *EDMA* or the suspected presence of prescribed circumstances; and
- (ii) requires the prompt coordination of action, or the special regulation of persons or property, to protect:
 - (A) the health, safety, or well-being of persons, or
 - (B) the safety of property or objects or sites of heritage value;

“West Vancouver” means the District of West Vancouver; and

“West Vancouver CAO” means West Vancouver’s municipal manager.

Part 3 General Mandate

- 3.1 Pursuant to the North Shore Emergency Management Agreement, Council delegates to the NSEM the authority, on behalf of West Vancouver to plan, develop, evaluate, and jointly and seamlessly deliver, within the approved funding of any budget year, and in accordance with the terms, limitations and conditions set out in this Bylaw, an appropriate array of quality Emergency Management Services in West Vancouver, the District, and the City to meet the needs of said residents’ “General Mandate”. In carrying out this mandate, NSEM will act in the best interest of West Vancouver, the District, and the City along with the best interests of residents of the Municipalities.

Part 4 Annual Service Plan

- 4.1 Subject to Steering Committee approval NSEM will on an annual basis formulate an Annual Service Plan for meeting its General Mandate, which plan will be used as the basis for the preparation of the draft Operating Financial Plan and the draft Capital Plan for the next budget year.

Part 5 Specific Powers, Duties and Functions of NSEM

- 5.1 Council delegates to NSEM the following powers, duties and functions for the purpose of carrying out its General Mandate:
- (a) hiring, remuneration and termination of persons in the capacity of Director of NSEM and Acting Director of NSEM through the Steering Committee (during periods of extended absence by the Director of NSEM), provided that all decisions relating to hiring, remuneration and termination of the Director of NSEM and an acting director shall be made through a process, acceptable to West Vancouver, the District, and the City that involves the three (3) Municipalities' CAOs;
 - (b) making decisions for delivery of Emergency Management Services in collaboration with the Municipalities;
 - (c) setting policies under which NSEM Services will operate subject to NSEM Steering Committee input and approval along with Oversight Committee input;
 - (d) developing and maintaining a North Shore Emergency Management Plan;
 - (e) reporting to the Council of West Vancouver, the District, and the City two times annually on pertinent matters within the General Mandate or specific powers, duties and functions of NSEM; and
 - (f) approve the Budget Submission as set out Part 11.

Part 6 Specific Powers, Duties and Functions of NSEM during a Single Municipal Emergency

- 6.1 Council delegates to NSEM the following powers, duties and functions for the purpose of carrying out its mandate during a Single Municipal Emergency:
- (a) In accordance with the impacted municipality's Municipal Emergency Response Plan:
 - (i) the municipality may require activation of the NSEOC and may require the Director of NSEM to act as EOC Director, a NSEM staff member to act as Liaison and other municipal staff in the EOC as required;

- (ii) implementing all or part or all of the Municipal Emergency Response Plan and/or the North Shore Emergency Management Plan, the Director of NSEM may exercise emergency instrument(s), extend them, and ultimately rescind such instruments; and
 - (iii) following a State of Local Emergency wherein NSEM has provided Emergency Management Services pursuant to Part 6, the Director of NSEM will provide to the provincial administrator a final report on the declaration, and, if applicable, the local recovery period within the prescribed period of time.
- (b) Following consultation with the Director of NSEM, if in the opinion of the Mayor (or Acting Mayor) that the Single Municipal Emergency appears to imminently become a Multijurisdictional Emergency, the Mayor (or Acting Mayor) will instruct NSEM to begin discussions with the relevant Municipalities to determine if NSEM is to exercise its powers pursuant to Part 7.

Part 7 Specific Powers, Duties and Functions of NSEM during a Multijurisdictional Emergency

7.1 Council delegates to NSEM the following powers, duties and functions for the purpose of carrying out its mandate during a Multijurisdictional Emergency if it is an impacted municipality:

- (a) Delivering required Emergency Management Services in accordance with the impacted municipality's Municipal Emergency Response Plan, including but not limited to:
 - (i) activation of the NSEOC and may require the Director of NSEM to act as EOC Director, a NSEM staff member to act as Liaison and other municipal staff in the EOC as required;
 - (ii) implementing in part or all the North Shore Emergency Management Plan and any relevant Municipal Emergency Response Plan;
 - (iii) following a State of Local Emergency, the Director of NSEM will provide to the provincial administrator a final report on the declaration, and, if applicable, the local recovery period within the prescribed period of time; and/or
 - (iv) if there is a conflict between the North Shore Emergency Management Plan and any relevant Municipal Emergency Response Plan, the North Shore Emergency Management Plan shall be presumed to prevail subject to agreement between the Municipalities' that it shall not.

Part 8 Reasonable Use of Funds

- 8.1 NSEM may not make any expenditure that is not included for that year in the then-current Operating Financial Plan or Capital Plan approved by the three Councils, except that:
- (a) NSEM may make a further expenditure so long as the expenditure is not expressly prohibited by or under the *Community Charter*, *EDMA*, or another Act and provided that the expenditure is approved in advance by West Vancouver Council, the District Council, and City Council, with an appropriate funding source identified;
 - (b) where revenues through successful grant applications exceed the amount budgeted in respect of an item in the Operating Financial Plan or where expenditures are less than budgeted in respect of an item in the Operating Financial Plan NSEM may re-allocate the excess revenue or the savings, as the case may be, to another item in the Operating Financial Plan as reasonably required so long as the reallocated funds are used for an authorized expenditure under the then-current Operating Financial Plan and so long as the reallocation is not prohibited by or under the *Community Charter*, *EDMA*, or another Act and is for the purposes of carrying out the General Mandate; and
 - (c) for the purposes of providing Emergency Management Services during a municipal or multijurisdictional emergency event, the Director of NSEM may make a related and reasonable emergency expenditure and upon conclusion of the emergency event will report such expenditure to the NSEM Steering Committee.

Part 9 Liabilities

- 9.1 Except as set out in Section 12.1(j), NSEM will not incur or cause to be incurred liabilities or indebtedness without the prior written consent of West Vancouver, the District, and the City Financial Officers, which consent shall not be granted except as permitted by the provisions of the *Community Charter*. NSEM will not grant or cause to be granted any indemnities or releases without the prior written consent of West Vancouver, the District, and the City Financial Officers which consent shall not be granted except as permitted by the provisions of the *Community Charter*.

Part 10 Budget Year

10.1 The budget year of NSEM is that of West Vancouver, the District, and the City.

Part 11 Annual Budget

11.1 NSEM's annual budget for each calendar year shall be determined in accordance with the following procedure:

- (a) NSEM will formulate the Annual Service Plan as set out in Part 4;
- (b) the Director of NSEM will prepare, in accordance with Section 12.1(c), the Budget Submission based on the Annual Service Plan formulated by NSEM;
- (c) the NSEM Steering Committee will review the Budget Submission and will approve it if it is consistent with the Annual Service Plan and is otherwise acceptable;
- (d) the Budget Submission, once approved by the NSEM Steering Committee, will be submitted into the Municipalities' financial planning processes in accordance with Sections 12.1(c) and (d); and
- (e) the annual budget for each calendar year shall be the Budget Submission after it has been adjusted as required by the Municipalities in accordance with their financial planning processes and after it has been approved by the three municipal councils.

Part 12 Other Powers, Duties and Functions of Director of NSEM

12.1 Subject always to the reporting requirements set out in Part 14, the powers, duties and functions of the Director of NSEM are as follows:

- (a) supervise and manage the operation of NSEM within the general mandate given to NSEM and ensure that NSEM staff comply with the West Vancouver's policies including but not limited to human resource policies;
- (b) implement, oversee, administer and manage NSEM's decisions under Section 5.1(b) and its policies under Section 5.1(c);

- (c) each year when required by West Vancouver, the District, and the City, prepare and submit into the three (3) Municipalities' financial planning processes the Budget Submission consisting of:
 - (i) a draft Operating Financial Plan for the following budget year based on NSEM's Annual Service Plan in a form and in such detail as required and directed by the Appointed Financial Officer; and
 - (ii) a draft Capital Plan for the following five (5) budget years based on NSEM's Annual Service Plan and lifecycle replacement of assets in a form and in such detail as required and directed by the Appointed Financial Officer;
- (d) make such adjustments to the Operating Financial Plan and Capital Plan as required by the three (3) Municipalities in accordance with their financial planning processes and in accordance with the North Shore Emergency Management Agreement;
- (e) report quarterly to the Steering Committee on NSEM expenditures, revenues, capital, operating projects, grants funded projects and progress on annual workplan deliverables;
- (f) as requested, preparing, reviewing and maintaining, in conjunction with the staff of West Vancouver, the District, and the City, their municipal-specific emergency response plans and the North Shore Emergency Management Plan;
- (g) preparing, conducting and reporting to the Steering Committee on emergency management plan exercises including the North Shore Emergency Management Plan;
- (h) assessing the general state of emergency preparedness within West Vancouver, the District, and the City and reporting thereon to the Steering Committee;
- (i) prepare annually, a five (5) year operating financial model and a ten (10) year capital financial model;
- (j) enter into agreements or contracts with third parties provided that:
 - (i) all expenditures associated with the agreement or contract are included in the approved budget;
 - (ii) the agreement complies with all requirements and limitations set out in the *Community Charter*, *Local Government Act*, and *EDMA*;
 - (iii) the prior approval of any expenditure in excess of \$250,000 by the District's general manager as set out in the District's

Levels for Purchasing Approval Authority Limit and as referred to in Section 14.1(a) below along with the Steering Committee;

- (iv) the agreement is not for more than five (5) years or for a period that could exceed five (5) years by exercising rights of renewal or extension; subject to compliance with all requirements and limitations set out in the *Community Charter*, the *Local Government Act*, and *EDMA*;
 - (v) where applicable, the activity or program is supported by the Annual Service Plan; and
 - (vi) all required permits and insurance requirements are met;
- (k) negotiate, supervise and manage the agreements and contracts set out in Section 12.1(j);
- (l) in alignment with the District's human resource policies, hire, direct, determine compensation of, discipline and discharge such employees as are necessary for the administration, operation, maintenance and supervision of the Emergency Management Services delivered therein and for effectively carrying out the powers duties and functions of NSEM;
- (m) comply with directions of the Appointed Financial Officer with respect to matters relating to financial administration and operate within the set Annual Budget and establish the following:
- (i) internal controls for financial management including tracking funds and appropriately documenting records, receipts, and invoices for all expenses incurred during Single Municipal Emergencies and Multijurisdictional Emergencies; and
 - (ii) process to obtain prior approval from the designated District general manager for staff overtime and to track overtime changed to Emergency Management BC ("EMBC").
- (n) ensure, in respect of the provision of the Emergency Management Services and the fulfillment of all powers, duties and functions set out in this Bylaw, that:
- (i) proper policies and procedures are in place to safeguard assets;
 - (ii) all financial transactions comply with the requirements and conditions set out in this Bylaw;
 - (iii) complete and accurate records are kept and are available at all times for review by the three (3) municipal Financial Officers or by authorized third parties such as external

- auditors;
- (iv) NSEM complies with all pertinent Emergency Management BC (“EMBC”) policies for all EMBC authorized activities;
 - (v) it is endeavored to obtain EMBC pre-approval of continuing evacuee living assistance if an evacuation order extends beyond seventy-two hours
- (o) act as a general professional resource for the Municipalities and as a director of EOC as needed;
 - (p) develop and maintain the North Shore Emergency Management Plan;
 - (q) work with the Municipalities to ensure that the North Shore Emergency Management Plan is compatible with the Municipal Emergency Response Plan(s); and
 - (r) communicate and consult with the Oversight Committee on all matters relating to the exercise of the powers, duties and functions of the Director of NSEM in accordance with procedures established by the Municipalities from time to time.

Part 13 Insurance

- 13.1 The Director of NSEM working with the City will obtain and maintain satisfactory levels of insurance for all liability perils, including
- (a) at a level recommended by the three (3) municipal Financial Officers, but in any case not less than \$10,000,000 per event of public liability in respect of programs operated or sponsored by NSEM; and
 - (b) replacement cost and property damage insurance for the NSEM portion of the Garry Brewer Building depicted on the Plan which is attached as Schedule A to North Shore Emergency Management Establishing Bylaw No. 5416, 2026, and equipment, vehicles, goods, chattels, monies and securities in the care, custody and control of NSEM;

and copies of all insurance policies and changes thereto will be provided to the three (3) municipal Financial Officers.

Part 14 Reporting Requirements of the Director of NSEM

14.1 The Director of NSEM shall report to and take direction from:

- (a) the designated general manager from the District on day-to-day matters including those referred to in Sections 12.1(a), 12.1(c), and 12.1(j) to (l), provided that such direction provided to the Director remains subject to the Steering Committee as set out in Section 14.1(b) immediately below;
- (b) the NSEM Steering Committee on all matters referred to in Part 5, Part 7 and in Sections 12.1(a) to (c), Sections 12.1(e) to (l), and Sections 12.1(o) to (q);
- (c) the Appointed Financial Officer on all matters referred to in Sections 12.1(d) and Sections 12.1(m) to (n) and Part 13; and
- (d) the Oversight Committee on all matters referred to in Section 12.1(r).

These reporting requirements do not in any way diminish the duty of the Director of NSEM to advise and keep informed the NSEM Steering Committee of all appropriate matters regarding Emergency Management Services.

Part 15 North Shore Emergency Management Agreement

15.1 NSEM is subject always to the rules relating to composition, member qualifications, conflicts, organization, procedure and financial oversight set out in the North Shore Emergency Management Agreement as may be amended from time to time by the Municipalities. The North Shore Emergency Management Agreement governs in the event of any inconsistency or perceived inconsistency between any provision in that Agreement and any provision in this Bylaw.

Part 16 Audit

16.1 The three Municipalities will be responsible for any and all audits involving NSEM. The Steering Committee and the Director of NSEM will cooperate fully with any auditor appointed by West Vancouver, the District, and the City, or by two or all of them, or by the Appointed Financial Officer.

Part 17 Severability

- 17.1 If a portion of this bylaw is held invalid by a Court of competent jurisdiction, then the invalid portion must be severed and the remainder of this bylaw is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.

READ A FIRST TIME on [Date]

READ A SECOND TIME on [Date]

READ A THIRD TIME on [Date]

ADOPTED by the Council on [Date].

Mayor

Corporate Officer

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