

THE CORPORATION OF THE CITY OF NORTH VANCOUVER

BYLAW NO. 9159

A Bylaw to repeal and replace North Shore Emergency Management Office Agreement Bylaw, 2002, No. 7417, Emergency Plan Bylaw, 2002, No. 7418, and North Shore Disaster Bylaw, 2006, No. 7809

The Council of The Corporation of the City of North Vancouver, in open meeting assembled, enacts as follows:

Citation

1. This Bylaw shall be known and cited for all purposes as “**North Shore Emergency Management Establishing Bylaw, 2026, No. 9159**”.

Multijurisdictional Emergency Management Organization

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

Execution of Documents

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

North Shore Emergency Management

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

Repeal

5. North Shore Emergency Management Office Agreement Bylaw, 2002, No. 7417, Emergency Plan Bylaw, 2002, No. 7418 and North Shore Disaster Bylaw, 2006, No. 7809, and any amendments thereto, are hereby repealed.

Severability

6. If any section or portion of this Bylaw is held to be invalid by a decision of a court of competent jurisdiction, such invalid section or portion shall be severed from the remainder of the Bylaw and shall not affect the validity of the remaining portions of the Bylaw.

Effective Date

7. The effective date of this bylaw is subject to execution of Schedule A by all parties.

READ a first time on the 30th day of March, 2026.

READ a second time on the 30th day of March, 2026.

READ a third time on the 30th day of March, 2026.

ADOPTED on the 13th day of April, 2026.

“Linda C. Buchanan”

MAYOR

“Amelia Cifarelli”

CORPORATE OFFICER

Schedule A to Bylaw 9159

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 - 27th 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;
 - (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 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 member 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

Corporate Officer

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

Mayor

City Clerk

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 Director 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 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.