

AGENDA INFORMATION	
☐ Regular Meeting	Date: _____
☐ Other:	Date: _____

Dept. Manager	GM/ Director	CAO
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The District of North Vancouver REPORT TO COUNCIL

March 9, 2026
File: 2440.00001/525

AUTHOR: Mike Fox, Chief Administrative Officer

SUBJECT: Repeal and replace the North Shore Disaster Bylaw 7619, 2006, North Shore Emergency Management Office Agreement Bylaw 7303, 2002, and the Emergency Plan Bylaw 7304, 2002 with North Shore Emergency Management Establishing Bylaw 8791, 2026 and the North Shore Emergency Management Delegation Bylaw 8792, 2026

RECOMMENDATION:

THAT “North Shore Emergency Management Establishing Bylaw 8791, 2026” is given FIRST, SECOND, and THIRD readings;

AND THAT “North Shore Emergency Management Delegation Bylaw 8792, 2026” is given FIRST, SECOND, and THIRD readings.

REASON FOR REPORT:

This report seeks Council approval of the replacement of three bylaws with a new North Shore Emergency Management (“NSEM”) establishing bylaw and its corresponding delegation bylaw related to incorporating *Emergency and Disaster Management Act*, SBC 2023, c.37 (“*EDMA*”) provisions along with amendments to governance structure.

BACKGROUND:

The District of North Vancouver, the City of North Vancouver, and the District of West Vancouver have a long-standing partnership for the planning and delivery of emergency management services for residents of all three municipalities going back to 1978. The most recent reviews and updates to NSEM was performed in 2002 (dealing with North Shore Emergency Management Office Agreement Bylaw and the Emergency Plan Bylaw) and 2006 (the North Shore Disaster Bylaw).

The recommended two proposed bylaws (attachments 1 and 2) incorporate *EDMA* provisions and include changes to the governance structure of NSEM.

EXISTING POLICY:

The existing bylaws are attachments 3, 4, and 5.

SUBJECT: Repeal and replace the North Shore Disaster Bylaw 7619, 2006, North Shore Emergency Management Office Agreement Bylaw 7303, 2002, and the Emergency Plan Bylaw 7304, 2002 with North Shore Emergency Management Establishing Bylaw 8791, 2026 and the North Shore Emergency Management Delegation Bylaw 8792, 2026

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ANALYSIS:

Consensus has been reached by staff of the three municipalities on the text of the two new bylaws. The recommended new provisions found within the two new bylaws include:

- A Steering Committee of six members (two staff members from each municipality) to provide general oversight of NSEM;
- Rules of Procedure for the Steering Committee;
- An Oversight Committee consisting of the District of West Vancouver municipal manager, the District of North Vancouver chief administrative officer, and the City of North Vancouver chief administrative officer that will meet at least twice per year with the Director of NSEM and the Steering Committee to allow the NSEM Director to provide updates on important NSEM matters and allow the Oversight Committee to provide feedback on those matters as well as to raise matters relating to NSEM services; and
- Other housekeeping amendments as required related to the change in governance structure and the introduction of *EDMA*.

Timing/Approval Process:

The repeal of the three existing bylaws and the implementation of the two new bylaws need to occur effective the last date that the District of West Vancouver and the City of North Vancouver repeal their equivalent bylaws.

Concurrence:

The new bylaws have been prepared by Legal staff of the District, the City of North Vancouver, and the District of West Vancouver.

Financial Impacts:

There are no financial implications arising from this report.

Conclusion:

The new bylaws incorporate *EDMA* provisions and include changes to the governance structure of NSEM which support the goals of all three municipalities.

Options:

1. Bylaws 8791 and 8792 are given First, Second, and Third readings; or
2. Provide staff with alternative direction.

Respectfully submitted,



Mike Fox
Chief Administrative Officer

SUBJECT: Repeal and replace the North Shore Disaster Bylaw 7619, 2006, North Shore Emergency Management Office Agreement Bylaw 7303, 2002, and the Emergency Plan Bylaw 7304, 2002 with North Shore Emergency Management Establishing Bylaw 8791, 2026 and the North Shore Emergency Management Delegation Bylaw 8792, 2026

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REVIEWED WITH:					
☐ Business and Economic	_____	☐ Finance	_____	External Agencies:	
☐ Bylaw Services	_____	☐ Fire Services	_____	☐ Library Board	_____
☐ Clerk's Office	_____	☐ GIS	_____	☐ Museum and Archives	_____
☐ Climate and Biodiversity	_____	☐ Human Resources	_____	☐ NSEM	_____
☐ Communications	_____	☐ Integrated Planning	_____	☐ NS Health	_____
☐ Community Planning	_____	☐ ITS	_____	☐ NVRC	_____
☐ Development Engineering	_____	☐ Parks	_____	☐ RCMP	_____
☐ Development Planning	_____	☐ Real Estate	_____	☐ Other:	_____
☐ Engineering Operations	_____	☐ Review and Compliance	_____		
☐ Environment	_____	☐ Solicitor	_____		
☐ Facilities	_____	☐ Utilities	_____		

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The Corporation of the District of North Vancouver

Bylaw 8791

A bylaw to repeal and replace North Shore Emergency Management Office Agreement Bylaw 7303, 2002, Emergency Office Agreement Bylaw 7304, 2002 and North Shore Disaster Bylaw 7619, 2006

The Council for The Corporation of the District of North Vancouver enacts as follows:

Citation

1. This bylaw may be cited as “North Shore Emergency Management Establishing Bylaw 8791, 2026”.

Multijurisdictional Emergency Management Organization

2. The powers conferred on the District 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 City 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 7303, 2002, Emergency Plan Bylaw 7304, 2002, and North Shore Disaster Bylaw 7619, 2006, 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

READ a second time

READ a third time

ADOPTED

Mayor

Corporate Officer

Schedule A to Bylaw 8791

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)

_____)
City Clerk)

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 $\frac{1}{2}$ 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.

The Corporation of the District of North Vancouver

Bylaw 8792

A bylaw to delegate certain powers duties and functions relating to the provision of multijurisdictional emergency management powers in the District of North 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 Bylaw 8791 has established, jointly with the City of North Vancouver and the District of West Vancouver the North Shore Emergency Management (“NSEM”) for the provision of multijurisdictional 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 West Vancouver (collectively, the “Municipalities”),

NOW THEREFORE the Council for the Corporation of the District of North Vancouver enacts the following:

Citation

1. This bylaw may be cited as “North Shore Emergency Management Delegation Bylaw 8792, 2026”

Definitions

2. In this Bylaw, the following definitions apply:
 - (a) “Annual Service Plan” means the service plan under section 4 herein;
 - (b) “Appointed Financial Officer” means either the Financial Officer for the District, the City, or West Vancouver, whichever one has been appointed to act in this capacity by the District, the City, and West Vancouver, by mutual agreement in writing, and on the reference date of this Bylaw means the District’s Financial Officer;
 - (c) “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 sub-section 5(f) and section 11;
 - (d) “Capital Plan” means the five year capital plan updated annually approved by the Council’s of the District, the City, and West Vancouver;
 - (e) “City” means the City of North Vancouver;
 - (f) “City CAO” means the City’s chief administrative officer;
 - (g) “Director of NSEM” means the person hired by NSEM as the director of NSEM;

- (h) “District” means the District of North Vancouver;
- (i) “District CAO” means the District’s chief administrative officer;
- (j) “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*);
- (k) “NSEM Steering Committee” means persons duly appointed to the NSEM pursuant to the NSEM Establishing Bylaw 8791;
- (l) “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;

- (m) “North Shore Emergency Management Agreement” means the agreement between the District, the City, and West Vancouver as attached as Schedule A to Bylaw 8791;
- (n) “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;
- (n) “NSEM” means North Shore Emergency Management;

- (o) “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.
- (p) “Operating Financial Plan” means the annual operating financial plan approved by the Council’s of the District, the City, and West Vancouver;
- (q) “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.
- (r) “West Vancouver” means the District of West Vancouver; and
- (s) “West Vancouver CAO” means West Vancouver’s municipal manager.

General Mandate

3. Pursuant to the North Shore Emergency Management Agreement, Council delegates to the NSEM the authority, on behalf of the District 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 the District, the City, and West Vancouver to meet the needs of said residents “General Mandate”. In carrying out this mandate, NSEM will act in the best interest of the District, the City, and West Vancouver along with the best interests of residents of the Municipalities.

Annual Service Plan

4. 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.

Specific Powers, Duties and Functions of NSEM

5. 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 the District, the City, and West Vancouver 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 the District, the City, and West Vancouver 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 section 11.

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

6. 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, and 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 section 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 section 7.

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

7. 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.

Reasonable Use of Funds

8. 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 the District Council, City Council, and West Vancouver 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.

Liabilities

9. Except as set out in sub-section 12(j), NSEM will not incur or cause to be incurred liabilities or indebtedness without the prior written consent of the District, the City, and West Vancouver 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 the District, the City, and West Vancouver Financial Officers which consent shall not be granted except as permitted by the provisions of the *Community Charter*.

Budget Year

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

Annual Budget

11. 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 section 4;
 - (b) the Director of NSEM will prepare, in accordance with subsection 12(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 subsections 12(c) and 12(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.

Other Powers, Duties and Functions of Director of NSEM

12. Subject always to the reporting requirements set out in section 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 District's policies including but not limited to human resource policies;
 - (b) implement, oversee, administer and manage NSEM's decisions under subsection 5(b) and its policies under subsection 5(c);
 - (c) each year when required by the District, the City, and West Vancouver 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 the City, the District, and West Vancouver, 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 the City, the District, and West Vancouver 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(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 sub-section 12(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 charged 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 comply with all pertinent Emergency Management BC ("EMBC") policies for all EMBC authorized activities;
 - (v) endeavor 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.

Insurance

13. 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 attached Plan which is attached as Schedule A to this Bylaw, 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.

Reporting Requirements of the Director of NSEM

14. 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 subsections 12(a), 12(c), and subsections 12(j) to (l), provided that such direction provided to the Director remains subject to the Steering Committee as set out in subsection 14(b) immediately below;
- (b) the NSEM Steering Committee on all matters referred to in section 5, section 7 and in subsections 12(a) to (c), subsections 12(e) to (l), and subsections (o) to (q);
- (c) the Appointed Financial Officer on all matters referred to in sub-section 12(d) and sub-sections 12(m) to (n) and section 13; and
- (d) the Oversight Committee on all matters referred to in subsection 12(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.

North Shore Emergency Management Agreement

15. 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.

Audit

16. 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 the District, the City, or West Vancouver, or by two or all of them, or by the Appointed Financial Officer.

Severability

17. 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.

READ a first time

READ a second time

READ a third time

ADOPTED

Mayor

Corporate Officer

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER

BYLAW 7619

A bylaw to establish and implement a North Shore Disaster plan and a North Shore Emergency Operations Centre in response to a multi-municipal, or regional disaster affecting two or more of the North Shore Municipalities

WHEREAS:

- A. The *Emergency Program Act* provides for the Council of a municipality to authorize, establish and implement an Emergency Operations Centre (EOC) and any emergency measures to prepare for, respond to and recover from emergencies and disasters;
- B. This Bylaw is intended to provide a framework by which the three North Shore Municipalities through an intermunicipal scheme can authorize, establish and implement any disaster response or recovery measures as deemed necessary based on joint assessment and priority needs of the three North Shore Municipalities, including:
 - (i) Establishment of a North Shore Emergency Operations Centre (NSEOC) to act on behalf the North Shore Municipalities as a central coordination and command structure, managed according to the principles of the BC Emergency Response Management System (BCERMS);
 - (ii) Priority staffing of the NSEOC to ensure and optimize coordination amongst the North Shore Municipalities;
 - (iii) Authorization of any North Shore Municipal employee, in the capacity of working in the NSEOC, to make decisions for all three North Shore municipalities as required by NSEOC priorities approved by the NSEOC Director;
 - (iv) Expend money for the purpose of emergency management either from general revenue or from any tax levy made under the provisions of the *Emergency Program Act*, *Community Charter*, *Local Government Act* or any other act or regulation pertaining to emergency or disaster situations.
- C. The District of West Vancouver, the District of North Vancouver, and the City of North Vancouver have each formulated similar Municipal Emergency Plans and passed a similar "Emergency Plan Bylaw" respectively;
- D. The District of West Vancouver, the District of North Vancouver, and the City of North Vancouver will participate in and support the operations of NSEOC.

NOW THEREFORE the Council of the District of North Vancouver, in open meeting assembled hereby enacts as follows:

1. Title

1.1 This bylaw may be cited for all purposes as "**NORTH SHORE DISASTER BYLAW, 2006, 7619**"

2. Definitions

2.1 In this bylaw:

- (a) "Act" means the *Emergency Program Act* as amended from time to time, and any regulations made thereunder;
- (b) "Administrator" means the Chief Administrative Officer or Municipal Manager of the Municipality, or his or her deputy or delegate;
- (c) "British Columbia Emergency Response Management System (BCERMS)" means the comprehensive and standardized management scheme that ensures a coordinated and organized local and provincial response and recovery to any and all emergency incidents, including management, operations, planning, logistics, and finance/administration;
- (d) "Declaration of a State of Local Emergency" means a bylaw or resolution of the Council or an order of the Municipality's Mayor that an emergency or a disaster exists or is imminent and made in accordance with Section 12 of the Act;
- (e) "Disaster" means a calamity, occurrence, sudden or violent disturbance, or the imminent threat thereof, requiring prompt coordination of action or special regulation of persons or property to protect the health, safety or welfare of people, or to limit damage to property or the environment and that affects more than one North Shore Municipality;
- (f) "Disaster Plan" refers to the North Shore Disaster Plan formulated by the North Shore Emergency Management Office (NSEMO), setting out procedures to follow in case of a disaster affecting the North Shore Municipalities;
- (g) "Emergency" means a calamity, occurrence, sudden or violent disturbance, or the imminent threat thereof, requiring prompt coordination of action or special regulation of persons or property to protect the health, safety or welfare of people, or to limit damage to property or the environment, and that is confined within the boundaries of one North Shore Municipality;
- (h) "Emergency Operations Centre" (EOC) means a centralized facility or location where municipal staff will gather to facilitate coordinated activities to respond to or recover from an emergency or a disaster;
- (i) "Emergency Plan" means a Municipal Emergency Plan formulated by each individual North Shore Municipality, setting out procedures to be followed in case of an emergency affecting that municipality;

- (j) "Mayor" means the Mayor or acting Mayor of a municipality or his or her deputy or delegate from the Council of that municipality;
- (k) "Minister" means the provincial Minister of Public Safety and Solicitor General or such other Minister who has responsibility for the Provincial Emergency Program;
- (l) "North Shore" means the area collectively containing the District of West Vancouver, the District of North Vancouver and the City of North Vancouver;
- (m) "North Shore Emergency Management Office" (NSEMO) means the inter-municipal agency of the District of West Vancouver, the District of North Vancouver, and the City of North Vancouver as referenced in municipal emergency plans;
- (n) "North Shore Emergency Operations Centre" (NSEOC) means the centralized facility where a joint NSEOC operational model (as referenced in this Disaster Bylaw and operationally explained in the North Shore Disaster Plan) will be implemented for disasters affecting the North Shore;
- (o) "North Shore Emergency Planning and Operations Group" "NSEPOG" is comprised of the Emergency Operations Groups of the three North Shore Municipalities and those voluntary organizations within the North Shore who are prepared to provide assistance in an emergency or a disaster;
- (p) "North Shore Municipality" refers to any of the three North Shore Municipalities, i.e., the District of West Vancouver, the District of North Vancouver or the City of North Vancouver; and
- (q) "NSEOC Policy Group" means the section of the Emergency Operations Centre, as defined by BCERMS, with overall responsibility for the North Shore Municipalities' response to the emergency or disaster, primarily accomplished through establishing broad policies regarding priorities based on assessed information defining the disaster situation, which shall be known as the "NSEOC Policy Group," and shall consist of the Mayor of each of the three North Shore Municipalities.

3. Applicability and Intermunicipal Scheme

- 3.1 When two or more of the North Shore Municipalities are impacted or threatened by a disaster, the North Shore Disaster Bylaw, the North Shore Disaster Plan, and the NSEOC will apply.
- 3.2 If there is a conflict between this North Shore Disaster Bylaw and the Emergency Plan Bylaw of a single municipality, this North Shore Disaster Bylaw will prevail during the time that the situation and authorities provided for by this North Shore Disaster Bylaw are in effect.
- 3.3 The North Shore Municipalities hereby establish an intermunicipal scheme pursuant to section 14 of the *Community Charter* for the purpose of coordinating responses to any Disaster, and the scheme provides as follows:
- 3.4 No North Shore Municipality will amend its version of this Bylaw except in a joint and consistent manner with each other North Shore Municipality so long as the intermunicipal scheme applies;

3.5 Any North Shore Municipality may withdraw from participating in the intermunicipal scheme by providing no less than six (6) months' written notice to each other North Shore Municipality participant; and

3.6 Subsequent to any Disaster for which assistance is provided to any North Shore Municipality by one or more participants of the intermunicipal scheme, the Administrators will meet to negotiate any compensatory funding which may be appropriate given the resources utilized, and make recommendations on fair payment to their respective Councils.

4. Administration, Duties and Responsibilities

4.1 In times of non-emergency, the Director of NSEMO, in consultation with the NSEPOG, shall:

- a) Facilitate and establish an effective operational model and guidelines for the NSEOC following the British Columbia Emergency Response Management System (BCERMS) principles;
- b) Advise the NSEMO Executive Committee and/or respective North Shore Municipal Councils as needed;
- c) Develop and maintain a North Shore Disaster Plan;
- d) Provide advice, assistance or guidance to the North Shore Municipalities in ensuring their own Municipal Emergency Plan(s) are compatible with the North Shore Disaster Plan;
- e) Review and revise, from time to time, any operational changes to the North Shore Disaster Plan to ensure effective North Shore coordination and implementation; and
- f) Ensure appropriate staff designations, training and exercises for the North Shore Disaster Plan and the NSEOC.

4.2 In time of Disaster, response operations shall be as follows:

- a) The NSEOC and the North Shore Disaster Plan shall be activated as soon as it is recognized by an Administrator, in consultation if possible with other Administrators, that a Disaster affecting two or more North Shore municipalities has occurred;
- b) The first Administrator to arrive at the NSEOC from any of the North Shore Municipalities shall take on the role of the NSEOC Director and, as required by shift changes, the three North Shore Administrators shall then rotate, subject to availability, as the NSEOC Director;
- c) Upon activation of the NSEOC, the NSEOC Policy Group shall be created, and shall consist of one Mayor from each of the North Shore municipalities involved in the Disaster; as required for shift changes, the Mayor from each North Shore Municipality may be represented by a delegate from the Council of his/her municipality. The three Mayors shall decide amongst themselves who will be the official spokesperson for the NSEOC for any given shift of the NSEOC, recognizing that each Mayor will also have a role in liaising with their respective Councils and residents;

- d) In accordance with BCERMS principles - where in an Emergency each Administrator (EOC Director) is responsible for keeping Council (Policy Group) informed and advised - for the NSEOC during a Disaster, the NSEOC Director is responsible for keeping all three North Shore Councils advised through the NSEOC Policy Group; the Mayor from each municipality will then communicate with their respective Councils;
- e) The NSEOC Director is responsible for ensuring that operational response priorities are established, and that planning and response activities are coordinated within the NSEOC, between the site(s) and the NSEOC, and between the NSEOC and other applicable agencies, organizations, or levels of government;
- f) The Director of NSEMO, or delegate, shall take on the role of the Liaison Officer in the NSEOC, and/or such other duties as assigned by the NSEOC Director;
- g) Staff members from the affected North Shore Municipalities will provide staffing to the NSEOC, in rotation for any positions as required;
- h) Staff members from an unaffected North Shore Municipality, if any, may be requested to provide staffing support in or for the NSEOC;
- i) Staff members from any North Shore Municipality working in and for the NSEOC shall be authorized to make decisions in the best interests of the North Shore (as a whole) based on joint assessment and coordination, and according to the priority needs as assessed in the NSEOC, without regard to the North Shore Municipal boundaries. This may include deploying resources from one North Shore Municipality to another, where the deployment of such resources may be best utilized to preserve life safety, prevent injuries, and protect public property and the environment;
- j) The NSEOC facility and NSEMO office are currently located in the Gerry Brewer Building at 147 East 14th Street, North Vancouver. Should an alternate NSEOC location be required, it will be chosen by the NSEOC Director or, if he/she is unavailable, by NSEMO Director or delegate.

5. Declaration of a State of Local Emergency

- 5.1 In the event of an Emergency or Disaster, each North Shore Municipal Council may make a Declaration of a State of Local Emergency either by bylaw or resolution.

Notwithstanding that a Disaster situation exists, each Council or Mayor must make its own Declaration individually, ensuring that any necessary powers, delegated authorities, and/or geographic boundaries identified in the Declaration are as per requirements of the NSEOC.

- 5.2 As referenced in Section 12(1) of the Act, provided that the Mayor of each Municipality has used his or her best efforts to obtain the consent of all other members of their respective Councils to a Declaration of a State of Local Emergency, the Mayor of each respective Municipality may, by Order, make a Declaration of a State of Local Emergency.

5.3 A Declaration of a State of Local Emergency, whether made by the Council or by the Mayor of a Municipality must:

- a) Identify the nature of the Disaster or Emergency;
- b) Identify whether the Disaster or Emergency affects all of the municipality or only a portion thereof, and in the latter case, clearly identify the affected portion(s) of the municipality; and
- c) Be made in writing, including the identification and delegation of which powers annexed in Schedule "A" to this Bylaw will be exercised pursuant to Sections 6(4) and 13(1) of the Act, subject only to an order from "the Minister" directing the municipality, and through it to its delegates, to refrain or desist from exercising any one or more of the powers, per Section 13 (2-5) of the Act.

5.4 If a Declaration of a State of Local Emergency is made in accordance with this North Shore Disaster Bylaw or the Emergency Plan Bylaw, the Council or Mayor of each North Shore Municipality, as applicable, must immediately:

- a) Forward a copy of the Declaration of a State of Local Emergency to the Minister;
- b) Cause details of the Declaration of a State of Local Emergency to be published by a means of communications that the Council or Mayor of the North Shore Municipality, as the case may be, considers most likely to make the contents of the Declaration of a State of Local Emergency known to the population of the affected area(s) of the municipality; and
- c) Notify the other North Shore Municipalities, if not already involved in the Disaster response, and as appropriate any other municipalities, of such Declaration of a State of Local Emergency.

6. Renewal or Cancellation of a Declared State of Local Emergency

6.1 Subject to the same process described in Sections 5.3 and 5.4, each North Shore Municipal Council or Mayor, as the case may be, must, when of the opinion that the Emergency or Disaster continues to exist or no longer exists in the Municipality or part thereof for which a Declaration of a State of Local Emergency was made, respectively renew the Declaration for a maximum of 7 days, or cancel the Declaration by means of a Bylaw, Resolution of the Council or by Order of the Mayor, as appropriate, and promptly notify the Minister of such Renewal or Cancellation.

7. Repeal

7.1 This Bylaw repeals and entirely replaces "The District of North Vancouver, Disaster Bylaw, 1989, No. 6119".

READ a FIRST TIME by the Council on the 28th day of August, 2006.

READ a SECOND TIME by the Council on the 28th day of August, 2006.

READ a THIRD TIME by the Council on the 28th day of August, 2006.

ADOPTED by the Council on the 11th day of September, 2006.



MAYOR



MUNICIPAL CLERK

SCHEDULE A

DELEGATED POWERS IN A DECLARED STATE OF LOCAL EMERGENCY

Delegation of Powers under Sections 10 and 13 of the *Emergency Program Act* authorized to officials of the District of North Vancouver

Per Section 13(1) of the Act:

"After a declaration of a state of local emergency is made under Section 12(1) of the Act in respect of all or any part of the jurisdictional area for which a local authority has responsibility and for the duration of the state of local emergency, the local authority may do all acts and implement all procedures that it considers necessary to prevent, respond to or alleviate the effects of an emergency or a disaster, including any or all of the following:"

1. Implement its local emergency plan or any local emergency measures;
2. Subject to Section 13 of the Act, exercise, in relation to the part of the jurisdictional area affected by the declaration, any power available to the minister under Section 10(1)(d) to (l), which includes:
 - a) Acquire or use any land or personal property considered necessary to prevent, respond to or alleviate the effects of the emergency or disaster.
 - b) Authorize or require any person to render assistance of a type that the person is qualified to provide or that otherwise is or may be required to prevent, respond to or alleviate the effects of the emergency or disaster.
 - c) Control or prohibit travel to or from any area of the Municipality.
 - d) Provide for the restoration of essential facilities and the distribution of essential supplies and provide, maintain and coordinate emergency medical, welfare and other essential services in any part of the Municipality.
 - e) Cause the evacuation of persons and the removal of livestock, animals and personal property from any area of the Municipality that is or may be affected by the emergency or disaster and make arrangements for the adequate care and protection of those persons, livestock, animals and personal property.
 - f) Authorize the entry into any building or on any land, without warrant, by any person in the course of implementing an emergency plan or program or if otherwise considered necessary to prevent, respond to or alleviate the effects of the emergency or disaster.
 - g) Cause the demolition or removal of any trees, structures or crops if the demolition or removal is considered necessary or appropriate in order to prevent, respond to or alleviate the effects of the emergency or disaster.
 - h) Construct works considered necessary or appropriate to prevent, respond to or alleviate the effects of the emergency or disaster.

- i) Procure, fix prices for or ration, food, clothing, fuel, equipment, medical supplies or other essential supplies and the use of any property, services, resources or equipment, within any part of the Municipality for the duration of the Declaration of a State of Local Emergency under this Bylaw.
3. Subject to Section 13 of the Act, authorize, in writing, any persons involved in the operation of a local emergency plan or program to exercise, in relation to any part of the jurisdictional area affected by a Declaration of a State of Local Emergency, any power available to "the Minister" under Section 10(1)(d) to (l) of the Act.

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THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER

BYLAW 7303

A Bylaw to enter into an Agreement with The Corporation of the City of North Vancouver and The Corporation of the District of West Vancouver to establish the North Shore Emergency Management Office ("NSEMO") for the joint exercise of powers conferred on the municipalities pursuant to subsection 4.(1) of the *Emergency Program Act* R.S.B.C. 1996, c.111.

The Council for The Corporation of the District of North Vancouver enacts the following:

Title

1. This Bylaw may be cited as the **"NORTH SHORE EMERGENCY MANAGEMENT OFFICE AGREEMENT BYLAW"**.

Joint Exercise of Powers

2. The powers conferred on the District of North Vancouver by the Emergency Program Act are authorized to be jointly exercised with the City of North Vancouver and the District of West Vancouver in accordance with the provisions of the agreement between the District of North Vancouver, City of North Vancouver, and the District of West Vancouver in substantially the form of the Agreement attached to the North Shore Emergency Management Office Agreement Bylaw 7303, as Schedule "A".

Creation of The North Shore Emergency Management Office

3. The NSEMO, North Shore Emergency Management Office ("NSEMO"), is hereby created.

Authorization to Enter into Agreement

4. The Council authorizes The Corporation of the District of North Vancouver to enter into an Agreement with The Corporation of the City of North Vancouver and The Corporation of the District of West Vancouver in order to establish the North Shore Emergency Management Office for the joint exercise of powers conferred on the municipalities by Section 176 of the Local Government Act, R.S.B.C. 1996, c.323, as set out in the Agreement entitled "North Shore Emergency Management Office Agreement", attached to and forming part of this bylaw.

Execution Of Documents

5. The Mayor and Municipal Clerk are authorized to execute any documents required to give effect to the intent of this bylaw.

Repeal

6. Bylaw 6093, the "North and West Vancouver Emergency Program Bylaw" and Bylaw 6094, the "North and West Vancouver Emergency Program Agreement Bylaw" and any amendments thereto, are hereby repealed.

READ a FIRST TIME by the Council on the 23rd day of September, 2002.

READ a SECOND TIME by the Council on the 23rd day of September, 2002.

READ a THIRD TIME and PASSED by the Council on the 23rd day of September, 2002.

ADOPTED by the Council on the 7th day of October, 2002.

"DON H. BELL"

MAYOR

"AGNES S. HILSEN"

MUNICIPAL CLERK

Certified a
true copy

Agnes Hilsen

SCHEDULE "A" to Bylaw 7303

NORTH SHORE EMERGENCY MANAGEMENT OFFICE AGREEMENT

IN THIS AGREEMENT made the day of , 2002.

BETWEEN:

THE CORPORATION OF THE CITY OF NORTH VANCOUVER, a Municipal Corporation under the Local Government Act, having its offices at 141 West 14th Street, North Vancouver, British Columbia, V7M 1H9,

(hereinafter called the "City")

AND:

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER,
Municipal Corporation under the Local Government Act, having its offices
355 West Queens Road, North Vancouver, British Columbia, V7N 4N5,

(hereinafter called the "District")

AND:

THE CORPORATION OF THE DISTRICT OF WEST VANCOUVER,
a Municipal Corporation under the Local Government Act, having its offices at 750 - 17th Street,
West Vancouver, British Columbia, V7V 1B5,

(hereinafter called "West Vancouver")

(the above parties hereinafter collectively called the "municipalities")

WHEREAS:

- A. The City, the District and West Vancouver desire to create the North Shore Emergency Management Office ("NSEMO") to assist in the preparation, maintenance and implementation of the municipal Emergency and Disaster Plans;
- B. The Parties have agreed to enter into this agreement to record the organizational structure, responsibilities and duties of the NSEMO.

NOW THEREFORE THIS AGREEMENT WITNESSES that the City, the District, and West Vancouver covenant and agree as follows:

1. DEFINITIONS

1.01 In this Agreement:

"Disaster" means any present calamity, occurrence, or sudden or violent disturbance or the imminent threat thereof, which extends beyond the boundaries of the municipality, requiring prompt coordination of action or special regulation of persons or property to protect the health, safety or welfare of people or to limit damage to property or the environment;

"Disaster Plan" means a plan formulated by the North Shore Municipalities setting out procedures to be followed in the case of a Disaster;

"Emergency" means any present calamity, occurrence, or a sudden or violent disturbance or the imminent threat thereof, and which; confined within the boundaries of one municipality, requires prompt coordination or special regulation of person or property to protect the health, safety or welfare of people or to limit damage to property or the environment;

"Emergency Plan" means a plan formulated by each of the North Shore Municipalities setting out procedures to be followed in the case of an Emergency;

2. NORTH SHORE EMERGENCY MANAGEMENT OFFICE (HEREINAFTER REFERRED TO AS NSEMO)

2.01 The NSEMO shall consist of the following:

- (a) Executive Committee;
- (b) NSEMO Director;
- (c) NSEMO staff; and
- (d) NSEMO volunteers.

2.02 The NSEMO shall be entitled to acquire, by purchase or otherwise, fire, demolition and other emergency operations equipment or materials necessary or useful for emergency response or civil defence.

3. EXECUTIVE COMMITTEE

3.01 The Executive Committee shall consist of the following:

3.011 Voting members of the NSEMO Executive Committee, being:

- (a) one Councillor from the District;
- (b) one Councillor from the City; and
- (c) one Councillor from West Vancouver.

3.012 Ex-officio (non-voting) members of the NSEMO Executive Committee, being:

(a) the Municipal Managers of each of the District, the City and West Vancouver.

3.02 Each of the City, the District, and West Vancouver may appoint one alternate to each of the respective appointees described in 3.011 and 3.012. In the case of the regular voting members, these alternate appointees shall be non-voting members of the Executive Committee except when the member or members of the Executive Committee for whom they have been appointed as an alternate are absent in which case the alternate appointee shall become a voting member of the Executive Committee. In the case of the regular non-voting members, these alternate appointees shall remain non-voting members of the Executive Committee.

3.03 At the first meeting in each calendar year the Executive Committee shall elect a chairman.

3.04 A quorum of the Executive Committee is two voting members.

3.05 The Executive Committee shall meet at least four times a year.

3.06 The Executive Committee shall

(a) formulate the policies of the NSEMO;

(b) employ or contract for a Director and such other staff as are necessary to discharge the responsibility of the NSEMO;

(c) recommend to the Councils of the City, the District and West Vancouver

(i) an annual budgeting of funds

(a) to maintain and operate the NSEMO, and

(b) for the purchase of services and equipment, and the undertaking of operations in preparation for, in response to, or the recovery from an Emergency or Disaster;

(d) report to the Councils of the City, the District and West Vancouver on:

(i) the matters set out in (a), (b) and (c),

(ii) the adoption of an Emergency Plan and a Disaster Plan for the respective municipalities and any amendments thereto,

(iii) Provincial Emergency Program activities,

(iv) the formulation, maintenance and operation of the Emergency Plans and Disaster Plans of the respective municipalities.

4. PERSONNEL

4.01 The personnel of the NSEMO shall consist of

- (a) a Director;
- (b) such other staff as are required by the Executive Committee to carry out activities of the NSEMO; and
- (c) any volunteers, including but not limited to the North Shore Rescue Team, the Emergency Social Services Team, the Communications Team and the Emergency Management Team, which may be required to assist the staff, the Director and the Executive Committee.

4.02 The duties of the Director shall include:

- (a) preparing budgets and reporting regularly to the Executive Committee on expenditures made by the NSEMO;
- (b) preparing, reviewing and maintaining, in conjunction with the staff of the City, the District, and West Vancouver, Emergency Plans and Disaster Plans for each municipality;
- (c) preparing, conducting and reporting to the Executive Committee on Emergency Plan and Disaster Plan exercises;
- (d) liaising with the Provincial Emergency Program and other associated agencies and reporting thereon to the Executive Committee;
- (e) assessing the general state of emergency preparedness within the City, the District, and West Vancouver and reporting thereon to the Executive Committee;
- (f) reporting as directed by the Executive Committee on administrative matters of the NSEMO;
- (g) reporting to the Executive Committee on all emergency planning within the City, the District and West Vancouver and on all operational matters of the NSEMO; and
- (h) chairing the North Shore Emergency Planning and Operations Group.

4.03 The Director will, under the direction of the Executive Committee and within the budgetary and policy guidelines of the NSEMO as set out by the Executive Committee, be authorized to:

- (a) direct the activities of the staff and volunteers of the NSEMO;
- (b) supervise the maintenance of the records and accounts of the NSEMO;
- (c) oversee operational activities of the NSEMO, including search and rescue, emergency social services, and communications activities;
- (d) evaluate and purchase equipment and supplies for the NSEMO;
- (e) direct and evaluate training programs of the NSEMO for municipal staff, NSEMO staff and volunteers, and related community emergency programs;

- (f) select candidates for federal and provincial emergency management courses;
- (g) maintain a resource catalogue of material, equipment and personnel available to assist operations within the City, the District, and West Vancouver; and
- (h) distribute information on safety, survival and emergency preparedness to the public.

5. FUNDING

5.01 The cost of maintaining and operating the NSEMO shall be apportioned as follows:

- (a) from monies received from the Provincial Emergency Program; and
- (b) the balance to be paid by the City, the District, and West Vancouver in proportion to the population of the City, the District, and West Vancouver as determined by the latest published census, and amendments thereto.

6. MISCELLANEOUS

- 6.01 Accounts of the NSEMO shall be administered by the Finance Department of the District or, by agreement of the Parties, by the Finance Department of the City or West Vancouver. The cost of providing this service shall be shared between the City, the District, and West Vancouver in the proportions set out in paragraph 5.01(b).
- 6.02 The supervision of the administration of the NSEMO shall be carried out by the Manager of the City who shall from time to time report thereon to the Managers of the District and West Vancouver and the Executive Committee.
- 6.03 The City shall provide liability, property and vehicle insurance coverage respecting the assets of the NSEMO and the premium costs resulting from said insurance shall be recoverable from the NSEMO by the City.
- 6.04 The Clerk and Manager of the City, District and West Vancouver shall each receive and maintain copies of the minutes of Executive Committee meetings.
- 6.05 Attached hereto as Appendix 1 to this Agreement are Operational Guidelines and Procedures for the NSEMO. These Guidelines and any amendments thereto are created and provided for the guidance of the Executive Committee and Director.

7. TERMINATION

- 7.01 Any party to this Agreement may withdraw from this Agreement providing that written notice of such intention is delivered to each of the remaining parties before July 1st of any given year indicating an intention to withdraw as of December 31st of that year. When intention to withdraw has been delivered in accordance with this section, all the rights and responsibilities of the party withdrawing shall be terminated and extinguished as of December 31st of that year.
- 7.02 At any time, those of the Parties which have not withdrawn from this Agreement may agree to terminate this Agreement in which case the assets of the NSEMO will be distributed as follows:

District	49%
----------	-----

West Vancouver	25%
City	26%

except in the event that one or more of the City, the District, or West Vancouver have withdrawn from this Agreement in which case their share of the assets will divided between the remaining parties, if more than one, as set out above.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under seal as of the day and year first written above.

The Corporate Seal of THE)
CORPORATION OF THE CITY OF)
NORTH VANCOUVER was affixed)
hereto in the presence of:) c/s
_____)
Mayor _____)
_____)
Clerk _____)

The Corporate Seal of THE)
CORPORATION OF THE DISTRICT)
OF NORTH VANCOUVER was affixed)
hereto in the presence of:) c/s
_____)
Mayor _____)
_____)
Clerk _____)

The Corporate Seal of THE)
CORPORATION OF THE DISTRICT)
OF WEST VANCOUVER was affixed)
hereto in the presence of:) c/s
_____)
Mayor _____)
_____)
Clerk _____)

APPENDIX "1" OF SCHEDULE "A" to Bylaw 7303

OPERATIONAL GUIDELINES AND PROCEDURES

OBJECTIVES

To more fully integrate the North Shore Emergency Management Office with the three funding agencies, the City and Districts of North and West Vancouver, there is a need to establish operating guidelines, policies and procedures to ensure a good working relationship between the municipalities, the Executive Committee of the North Shore Emergency Management Office and the staff of the NSEMO.

SPECIFIC POLICIES, PROCEDURES AND GUIDELINES

The Budget Process

This process outline is based on the premise that the funding provided under the Provincial Emergency Program is offsetting revenue for a portion of the cost of operating the North Shore Emergency Management Office.

<u>ACTIVITY</u>	<u>MONTH</u>
<u>Provisional Budget</u>	
1. Budget request to be in an agreed upon format which would segregate operating from capital reserves for future expenditure. Said budget to be prepared by North Shore Emergency Management Office hereinafter referred to as NSEMO Staff for consideration to Executive Committee.	September
2. NSEMO Staff file Provisional Budget information to the three Municipal Financial Officers.	October
3. Executive Committee review Provisional Budget and forward approved budget to the three Municipal Financial Officers.	October
4. Municipal and NSEMO staff review submission and confirm final figure for cost sharing and incorporate same into municipal Provisional Budgets. Submitted to respective Councils for Inaugural meeting.	December
5. Finance Committee review.	February/April
6. Final report of Finance Committee concluding with recommendation to Council re Annual Budget.	Prior to April 15

Annual Budget

7. Annual Budget Bylaw adopted by three Municipalities.

Prior to
May 15

PROVINCIAL FUNDING

NSEMO staff confirm from Provincial Emergency Program staff the funding allocation for the calendar year April 1 to March 31. Changes in funding allocation for previous year are to be reported to Municipal Financial Officers on receipt of this information.

Revised Budget

NSEMO staff to review revenues, expenditures and Provincial Emergency Program contribution and report same to the three Municipal Financial Officers.

Municipal staff review all budget elements and report to Council on amendments, if necessary for revised budget.

Sept./Oct.
October

This concludes the regular budget cycle.

Unforeseen Funding Requirements

Activities which are unforeseen requiring funding such as emergency replacement of major capital equipment or other emergency expenditures authorized by the Executive Committee are to be processed in the following manner:

1. Project or activity identified is to be outlined by NSEMO staff to verify the details and establish funding requirement.
2. Executive Committee to review project or activity and indicate approval (if any) with appropriately worded resolution recommending consideration by the three Municipal Councils.
3. Said resolution and all supporting data to be filed with the three Municipal Managers with copies forwarded to the respective Municipal Financial Officers. A copy of this report or at a minimum the cover sheet dealing with the overall project is to be circulated to all Executive Committee members to confirm action is taking place.

COMMUNICATIONS

To improve effective communications between the three North Shore municipalities and the North Shore Emergency Management Office, the following procedure will be followed unless otherwise specifically directed by the Executive Committee on a particular subject matter:

1. Copies of all minutes of the Executive Committee meetings will be forwarded to the Municipal Clerks for distribution in the "For Information" package to all Members of Council.

2. Any notices, media releases or other public information should be circulated to the three Municipal Clerks for distribution to Council and appropriate municipal staff.
3. Materials from the NSEMO staff specifically directed to the members of the Executive Committee may be distributed through the Municipal Clerks "Council Packages" when and if deemed appropriate. All such materials should be separately enclosed to distinguish itself from the regular Council package information.

RESOLUTIONS

To assist in processing agenda items from the Executive Committee, NSEMO staff will provide to Committee members, when preparing the agenda for Executive meetings, appropriately worded recommendations in the form of resolutions which if adopted can, if necessary, be readily forwarded to the Municipal Clerks for processing and advancement to Council. In the event assistance is required on preparing said resolutions the City Manager will provide assistance and liaise with the two Municipal Managers as and when necessary.

LIAISON WITH MUNICIPAL DEPARTMENTS

To establish and maintain a good free flow of information and understanding between the NSEMO office and the other municipal departments, it is required that periodic meetings take place between the three municipal staff groups and the NSEMO staff to update one another on activities, interests and objectives and concerns and to maintain individual familiarity with the various personnel. Participation of the NSEMO Director in Municipal Director's Team meetings is partial fulfilment of this requirement.

INSURANCE PROGRAMS

The City will continue to provide and maintain insurance programs for liability, property and vehicle coverage as required. NSEMO staff will maintain file records, update values and equipment inventories and advise of changes in areas of activity or positions to assist in economical utilization of insurance services.

COMMUNICATIONS (INTERNAL AND EXTERNAL)

See Communications and Resolutions Sections previously referred to in this document. Notwithstanding the foregoing, external communications with other agencies, groups or organizations and the media are to be reviewed by NSEMO staff to confirm if they should be communicated through the Municipal Clerks to the parent organizations. The objective being to keep everyone informed as to what is going on.

PURCHASING ACTIVITIES

NSEMO staff are to review the services that may be available through Municipal Purchasing staff to assist in tendering/sourcing/budgeting.

THE CORPORATION OF THE DISTRICT OF NORTH VANCOUVER

BYLAW 7304

A Bylaw to establish and operate a plan or scheme for preparedness, response and recovery in the case of emergencies pursuant to the provisions of the *Emergency Program Act* R.S.B.C. 1996, c.111.

The Council for The Corporation of the District of North Vancouver enacts the following:

Title

1. This Bylaw may be cited as **"EMERGENCY PLAN BYLAW"**.

Definitions

2. In this Bylaw:

"Director of Emergency Operations" means the person appointed by the Council of the District of North Vancouver to co-ordinate municipal emergency operations within the municipality for an Emergency or Disaster, or acting as the Director of Emergency Operations for the Regional Emergency Operations Centre;

"Disaster" means any present calamity, occurrence, sudden or violent disturbance, or the *imminent* threat thereof, which extends beyond the boundaries of the municipality, requiring prompt coordination of action or special regulation of persons or property to protect the health, safety or welfare of people or to limit damage to property or the environment;

"Disaster Plan" means a plan formulated by the North Shore Municipalities, setting out procedures to be followed in the case of a disaster;

"Emergency" means any present calamity, occurrence, sudden or violent disturbance, or the *imminent* threat thereof, and which is confined within the boundaries of one municipality, and requiring prompt coordination of action or special regulation of persons or property to protect the health, safety or welfare of people, or to limit damage to property or the environment;

"Emergency Operations Centre (EOC)" means the centralized facility or location of the coordinated activities of the Municipal Emergency Operations Group and/or the North Shore Emergency Planning and Operations Group;

"Emergency Plan" means a plan formulated by a municipality, setting out procedures to be followed in the case of an emergency;

"Emergency Program Act" means the Emergency Program Act R.S.B.C. 1996, Chapter 111, and the Regulations thereunder;

"Minister" means the Minister responsible for the Provincial Emergency Program (PEP);

"Municipal Emergency Operations Group" means and is comprised of the Municipal Emergency Operations Group, all municipal departments, and those voluntary organizations within the District of North Vancouver which are prepared to provide assistance in an emergency or a disaster;

"North Shore" means the area collectively containing the District of North, the District of West Vancouver and the City of North Vancouver;

"North Shore Emergency Management Office" (NSEMO) is the intermunicipal agency of the District of North, and West Vancouver and the City of North Vancouver responsible for emergency planning and emergency management on the North Shore;

“North Shore Emergency Planning and Operations Group” (NSEPOG) means and is comprised of the Emergency Operations Groups of the three North Shore municipalities and those voluntary organizations within the North Shore which are prepared to provide assistance in an emergency or disaster;

“Primary Municipality” means the municipality most impacted by a Disaster impacting more than one municipal area on the North Shore;

“Provincial Emergency Program” (PEP) means the Provincial agency responsible for carrying out the powers and duties vested in it by the Emergency Program Act R.S.B.C. 1996, Chapter 111, the Regulations and the Minister responsible for the Provincial Emergency Program;

“Secondary Municipality” means the municipality(ies) less affected than the primary municipality by a Disaster impacting more than one municipal area on the North Shore; and

“State of Local Emergency” means an Emergency or Disaster situation where the need for response exceeds the capabilities of the local government and a Declaration of a State of Local Emergency is necessary to access specified extraordinary powers considered necessary to prevent, respond to or alleviate the effects of the Emergency or Disaster.

3. ADMINISTRATION, DUTIES AND RESPONSIBILITIES

3.1 NORTH SHORE EMERGENCY PLANNING AND OPERATIONS GROUP

- (a) A North Shore Emergency Planning and Operations Group shall consist of the following or their lawful deputies or designates:
- Director, North Shore Emergency Management Office (NSEMO) (Chair)
 - Municipal Manager, each of City of North Vancouver, District of North Vancouver and District of West Vancouver
 - Fire Chief, each of City of North Vancouver, District of North Vancouver and District of West Vancouver
 - Superintendent, RCMP, City of North Vancouver and District of North Vancouver
 - Chief Constable, District of West Vancouver
 - Engineer, each of City of North Vancouver, District of North Vancouver and District of West Vancouver
 - Director, Emergency Social Services, one from each of City of North Vancouver, District of North Vancouver and District of West Vancouver
 - Health Liaison Officer to NSEMO, Vancouver Coastal Health Authority
 - Regional Superintendent and/or Unit Chief(s), B.C. Ambulance Service, North Shore
 - Superintendent of Schools, each of School District #44 (North Vancouver) and School District #45 (West Vancouver)
 - Liaison staff of the Ministry of Transportation and Highways (MOTH)
 - Public Information Officer, each of City of North Vancouver, District of North Vancouver and District of West Vancouver.
- (b) The North Shore Emergency Planning and Operations Group (NSEPOG) shall:
- (i) oversee and participate in all ongoing programs of disaster training and exercises on a region-wide basis, and recommend that provisions are made in appropriate budgets;
 - (ii) oversee the periodic review and revision of the North Shore Disaster Plan as required;
 - (iii) act as an advisory group to the North Shore Emergency Management Office Executive Committee; and
 - (iv) participate in disaster response and recovery activities as per roles and responsibilities described in the North Shore Disaster Plan, and within the prescribed structure of the British Columbia Emergency Response Management System (BCERMS).

- (v) direct and coordinate all related municipal departments and volunteer organizations in controlling an emergency or disaster, through the Municipal and/or North Shore Emergency Operations Centre;
 - (vi) provide administrative and/or logistic support to any volunteer organization involved;
 - (vii) take such action as is necessary to minimize the effect of an emergency or disaster on the impacted municipalities and their inhabitants or property.
- (c) The following persons shall perform the functions of the Director of Emergency Operations for the North Shore Emergency Planning and Operations Group:
- (i) the Municipal Manager of the primary municipality, or in his absence;
 - (ii) the Municipal Manager of the secondary municipality, or in his absence;
 - (iii) the Fire Chief of the primary municipality, or in his absence;
 - (iv) the Fire Chief of the secondary municipality, or in his absence;
 - (v) the Superintendent, North Vancouver RCMP Detachment, or Chief Constable, West Vancouver Police, of the primary municipality, or in their absence; and
 - (v) the Engineer of the primary or secondary municipalities.
- (d) Upon declaration that the Disaster Plan is in effect, the Director of Emergency Operations shall:
- (i) appoint the Emergency Site Manager(s);
 - (ii) coordinate, in conjunction with the Municipal and/or North Shore Emergency Operations Groups, the response of the municipality/ies to the emergency;
 - (iii) activate the North Shore Emergency Operations Centre;
 - (iv) consult with the Mayor (s) during the emergency;
 - (v) determine if outside assistance is required and if so, requesting same pursuant to existing Mutual Aid Agreements;
 - (vi) advise the Mayor (s) if municipal resources and resources available under existing Mutual Aid Agreements are insufficient to deal with the Emergency;
 - (vii) liaise and co-operate with the Emergency Operations Organization of any neighboring municipalities sharing Mutual Aid Agreements on all matters pertaining to planning and operation.

3.2 **MUNICIPAL EMERGENCY OPERATIONS GROUP**

- (a) A Municipal Emergency Operations Group is established and shall consist of the following or their lawful deputies or designates:
- Director of Emergency Operations (Municipal Manager or alternate, see 3.2c)
 - Fire Chief
 - Superintendent RCMP (or Chief Constable of Police)
 - Director, North Shore Emergency Management Office
 - Municipal Engineer
 - Public Information Officer
 - Communications Manager
 - Regional Superintendent and/or Unit Chief(s), B.C. Ambulance Service, North Shore
 - Medical Health Officer, Vancouver Coastal Health Authority (North Shore)
 - Director, Emergency Social Services
 - Superintendent, School District #44 (North Vancouver)
- (b) The Municipal Emergency Operations Group shall:
- (i) direct and coordinate all municipal departments and volunteer organizations in controlling an emergency or disaster;
 - (ii) provide administrative and/or logistic support to any volunteer organization involved; and
 - (iii) take such action as is necessary to minimize the effect of an emergency or disaster on the District of North Vancouver and its inhabitants and their property.

- (c) The following persons shall perform the functions of the Director of Emergency Operations:
- (i) the Municipal Manager of The Corporation of the District of North Vancouver or in his absence;
 - (ii) the Acting Municipal Manager, or in his absence;
 - (iii) the Director of Fire Services of The Corporation of the District of North Vancouver, or in his absence;
 - (iv) the Superintendent, North Vancouver RCMP Detachment, or in his absence; and
 - (v) the Director of Planning, Engineering, Parks & Regulatory Services of The Corporation of the District of North Vancouver.
- (d) Upon declaration that the Emergency Plan is in effect, the Director of Emergency Operations shall:
- (i) appoint the Emergency Site Manager(s);
 - (ii) coordinate, in conjunction with the Emergency Operations Group, the response of The Corporation of the District of North Vancouver to the emergency;
 - (iii) consult with the Mayor during the emergency;
 - (iv) determine if outside assistance is required and if so, requesting same pursuant to existing Mutual Aid Agreements;
 - (v) advise the Mayor if the resources of The Corporation of the District of North Vancouver and resources available under existing Mutual Aid Agreements are insufficient to deal with the Emergency; and
 - (vi) liaise and cooperate with the Emergency Operations Organization of any neighbouring municipalities sharing Mutual Aid Agreements with The Corporation of the District of North Vancouver on all matters pertaining to planning and operation.

4. **POWERS**

- 4.1 The Council or the Mayor or the Director of Emergency Operations [or lawful deputy or designate] may, whether or not a state of local emergency has been declared, cause the Emergency or Disaster Plan to be implemented.
- 4.2 The Council by bylaw or resolution, or the Mayor by order when time is of the essence, may declare a state of local emergency to effectively deal with an Emergency or Disaster in any part of the municipality.
- 4.3 Upon a "Declaration of a State of Local Emergency" being made, Council or the Mayor shall:
- (a) forward a copy of the Declaration to the Minister, and
 - (b) cause the details of the Declaration to be published by a means of communication that the Mayor considers most likely to make the contents of the Declaration known to the majority of the population of the affected area.
- 4.4 After a Declaration of a State of Emergency is made under section 4.2 in respect of all or any part of the municipality, and for the duration of the State of Emergency, the Council or Mayor may do any or all of the following acts and procedures that the Council or Mayor considers necessary to prevent, respond to or alleviate the effects of an Emergency or a Disaster:
- (a) acquire or use any real or personal property considered necessary to prevent, respond to or alleviate the effects of an emergency or disaster;
 - (b) authorize or require any person to render assistance of a type that the person is qualified to provide or that otherwise is or may be required to prevent, respond to or alleviate the effects of an emergency or disaster;
 - (c) control or prohibit travel to or from any part of the municipality;
 - (d) provide for the restoration of essential facilities and the distribution of essential supplies and provide, maintain and coordinate emergency medical, welfare and other essential services in the municipality;

- (e) cause the evacuation of persons and the removal of livestock, animals and personal property from any part of the municipality that is or may be affected by an emergency or a disaster and make arrangements for the adequate care and protection of those persons, livestock, animals and personal property;
 - (f) authorize the entry into any building or on any land, without warrant, by any person in the course of implementing an Emergency Plan or program or if otherwise considered by the Council or Mayor to be necessary to prevent, respond to or alleviate the effects of an emergency or disaster;
 - (g) cause the demolition or removal of any trees, structures or crops if the demolition or removal is considered by the Director of Emergency Operations or Mayor to be necessary or appropriate in order to prevent, respond to or alleviate the effects of an Emergency or Disaster;
 - (h) construct works considered by the Council or Mayor to be necessary or appropriate to prevent, respond to or alleviate the effects of an Emergency or Disaster;
 - (i) procure, fix prices for or ration food, clothing, fuel, equipment, medical supplies or other essential supplies and the use of any property, services, resources or equipment within any part of the municipality for the duration of the Local State of Emergency; and
 - (j) authorize the Director of Emergency Operations [or lawful deputy or designate] to exercise, in any part of the municipality affected by a declaration of a Local State of Emergency, those specific powers assumed by the Council or Mayor.
- 4.5 The Council or Mayor must, when of the opinion that an emergency no longer exists in the municipality to which a declaration of local state of emergency was made:
- (a) cancel the Declaration of a State Local of Emergency in relation to that part
 - (i) by bylaw or resolution, if cancellation is effected by the Council, or
 - (ii) by order, if the cancellation is effected by the Mayor, and
 - (b) promptly notify the Minister responsible for the Provincial Emergency Program of the cancellation of the Declaration of a State of Local Emergency.

5. LIABILITY

Section 5.1 below is derived from Section 18 of the *Emergency Program Act* and deemed to be amended with subsequent amendments of Section 18 of the *Emergency Program Act*.

- 5.1 As enabled by the Act, no person, including, without limitation, the Council, the Mayor, members of The Corporation of the District of North Vancouver Emergency Operations Group, employees of The Corporation of the District of North Vancouver, a volunteer and any other persons appointed, authorized or requested to carry out measures relating to emergencies or disasters, is liable for any loss, cost, expense, damages or injury to persons or property that result from:
- (a) the person in good faith doing or omitting to do any act that the person is appointed, authorized or required to do under this bylaw, unless, in doing or omitting to do the act, the person was grossly negligent, or
 - (b) any acts done or omitted to be done by one or more of the persons who were, under this bylaw, appointed, authorized or required by the person to do the acts, unless in appointing, authorizing or requiring those persons to do the acts, the person was not acting in good faith.

6. COMPENSATION FOR LOSS

Sections 6.1, 6.2 & 6.3 below are derived from Section 19 of the *Emergency Program Act* and are deemed to be amended with subsequent amendments of the *Emergency Program Act*.

- 6.1 Notwithstanding Section 5, if, as a result of the acquisition or use of a person's real property by, or under the direction or authority of the Council or Mayor under Section 4.4 (a), the person suffers a loss of or to that property, the Council or Mayor shall compensate that person for such loss in accordance with the Regulations made under the *Emergency Program Act*.
- 6.2 Notwithstanding Section 5, if a person suffers a loss of or to any real or personal property as a result of the actions of the District of North Vancouver Emergency Management Organization or any other action taken by, or under the direction or authority of the Council or Mayor under Section 4.4, the Council or Mayor may compensate that person for such loss in accordance with the Regulations made under the *Emergency Program Act*.
- 6.3 If any dispute arises concerning the amount of compensation payable under sections 6.1 or 6.2, the matter shall be submitted for determination by one or three arbitrators appointed under the *Commercial Arbitration Act*. The person to be compensated shall deliver a notice setting out his or her choice as to whether there shall be one or three arbitrators to the Minister responsible for the *Emergency Program Act*. The *Commercial Arbitration Act* shall apply to such dispute.

7. AUTHORIZATION OF EXPENDITURES

The Director of Emergency Operations in consultation with the relevant Emergency Operations Group(s) is authorized to expend such municipal funds which are required for the preservation of life and health during an Emergency or Disaster.

8. EMERGENCY PLAN

In accordance with *Emergency Program Act*, R.S.B.C. 1996 Chap 111 Section 6(4) "Local Authority Emergency Organization" the Council of The Corporation of the District of North Vancouver authorizes the establishment of the Emergency Plan and may delegate, in writing, its powers and duties under the *Emergency Program Act* to the North Shore Emergency Measures Organization to amend the Emergency Plan from time to time.

9. REPEAL

Bylaw 7055, "Emergency Plan Bylaw", and any amendments thereto are hereby repealed.

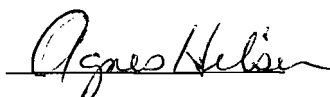
READ a FIRST TIME by the Council on the 23rd day of September, 2002.

READ a SECOND TIME by the Council on the 23rd day of September, 2002.

READ a THIRD TIME and PASSED by the Council on the 23rd day of September, 2002.

ADOPTED by the Council on the 7th day of October, 2002.

Certified a
true copy



"DON H. BELL"

MAYOR

"AGNES S. HILSEN"

MUNICIPAL CLERK