



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CALIFORNIA GROCERS ASSOCIATION
AND THE
GOVERNOR'S OFFICE OF EMERGENCY SERVICES**

I. PURPOSE OF AGREEMENT

Private businesses play a significant role in protecting their employees and community during disasters. Businesses also play a vital role in working with government to facilitate and provide emergency response and recovery from all types of disasters.

This memorandum of understanding (MOU) formalizes the relationship between the California Grocers Association (CGA) and the State of California's Office of Emergency Services (OES) so that this CGA can be fully integrated into the state's Standardized Emergency Management System.

II. AUTHORITIES

This MOU is under the authority of Government Code sections 8550, 8588.I, and 8607, and other statutes as appropriate.

III. PREPAREDNESS ROLES AND RESPONSIBILITIES

System: Like the public sector, the private sector will support emergency response and recovery consistent with the Standardized Emergency Management System and the National Incident Management System. Private sector facilities that are primarily intended to provide a locally based function will integrate with emergency management at the city and county government levels, as appropriate. Private sector facilities that are primarily intended to provide regional or multi-county function will integrate with the system at the state level.

OES: OES mitigates plans, prepares for, responds to, and aids in recovery from the effects of emergencies that threaten lives, property, and the environment. OES is the central emergency planning and response agency that coordinates state agency and

federal government activities in support of local government requests for assistance during emergencies and disasters.

Partner: The California Grocers Association (CGA) is the voice of the California food industry. CGA is a non-profit, statewide trade association representing over 500 retail grocery companies operating over 6,000 food stores in California and Nevada, and approximately 200 grocery supplier companies. Retail membership includes chain and independent supermarkets, convenience stores and mass merchandisers. The CGA is recognized as the industry leader in the areas of government and industry relations, public relations, education and communication.

IV. COORDINATION DURING EMERGENCIES

Notification and Communications: OES and CGA will use an agreed upon system and process for mutual communication of emergency conditions that may affect business or the state's interests. This will include a designated access point at OES for the CGA's representatives during disasters.

Coordination: CGA will exercise commercially reasonable efforts to work cooperatively with its business partners to ensure resources are most efficiently provided consistent with established procedures and government requests. CGA will work with OES and other business partners to develop procedures for implementation of this MOU. OES will provide regular training of the CGA representatives and its business partners.

Activation: OES will provide emergency operations center access for a representative of CGA during proclaimed emergencies, and at other such times as determined appropriate by the Director of OES. OES reserves the right to limit access to emergency operations centers based upon safety or security needs. Upon the request of OES, CGA, to the extent possible, will provide a representative to the state's operations center and/or the affected region's emergency operations center(s) that has appropriate knowledge of grocery industry businesses and partners, and has the authority to contact those businesses to support emergency-related activities.

V. POST EMERGENCY ACTIVITIES

CGA will work with OES and other business partners to evaluate lessons learned after each proclaimed disaster.

VI. PROTECTION OF INFORMATION

Information essential to effective emergency response will be shared amongst business partners and OES, consistent with applicable laws and the need to protect sensitive proprietary information. Information provided by CGA that is marked as confidential, shall be protected by OES to the extent allowed by law.

VII. ADMINISTRATION

Associated Costs: All costs incurred by CGA in performing the services described in this MOU will be the responsibility of and subject to the express approval of CGA. If necessary, OES will provide assistance to CGA in documenting and verifying expenses to the extent feasible.

No Creation of Rights or Liabilities: Nothing herein is intended to create a new financial obligation of OES or the State of California, or create any third-party right or obligation against either party to this MOU. No employment relationships are created between OES and CGA under this MOU; representatives of OES and CGA will remain employees of their respective agencies.

Term: This MOU shall remain in effect until such time as either party to the agreement terminates their participation in writing. The party wishing to terminate the MOU shall provide 60 days' written notice to the other party of their intent to terminate.

Changes: No modification of this MOU will be valid unless agreed to in writing by both parties.

Signatures

Henry R. Renteria
Director
Governors' Office of Emergency Services

Ronald Fong
President
California Grocers Association