

**MEMORANDUM OF AGREEMENT**

Between

**NORTH CAROLINA DIVISION OF EMERGENCY MANAGEMENT**

And

**“MERCHANT RETAILER”**

And

**NORTH CAROLINA RETAIL MERCHANTS ASSOCIATION**

To

**ESTABLISH PRE- AND POST-DISASTER CURFEW EXEMPTION  
CERTIFICATION**

This **MEMORANDUM OF AGREEMENT**, (“Agreement”) effective \_\_\_\_\_ (type or print *month, day, year*) (the “Effective Date”) by and between the North Carolina Division of Emergency Management, 116 W. Jones Street, Raleigh, North Carolina, 27603 (“NCEM”), and \_\_\_\_\_ (type or print *Retailer’s Name, Street location, City, State, Zip Code*), (“RETAILER”), and the North Carolina Retail Merchants Association (“NCRMA”).

**WITNESSETH:**

**WHEREAS**, the State of North Carolina has a high probability of being impacted by natural hazards, and

**WHEREAS**, public utilities and private sector retail provide vital access to products and services used to sustain life, health and safety, and economic wellbeing;

**WHEREAS**, effective and efficient leveraging of public utilities and private sector retailers prior to and immediately following a natural hazard event will help reduce the cost of response and recovery by governments as well as alleviate economic loss;

**WHEREAS**, Session Law 2009-195 provides for persons who transport essentials in commerce, or assists in ensuring their availability, and persons who assist in the restoring of utility services to be certified;

**WHEREAS**, persons receiving certification be allowed to enter or remain in areas from which they would otherwise be excluded for the limited purpose of delivering the essentials, assisting in ensuring their availability, or assisting in restoring utility services; and

**WHEREAS**, the Department of Crime Control and Public Safety, through Session Law 2009-195, is directed to oversee and maintain a certification system that will ensure efficient certification of persons, distribution of recognizable indicia of certification, and communication with certified persons prior to and immediately following a natural hazard event, and

**WHEREAS**, the North Carolina Division of Emergency Management is the delegated agency responsible for overseeing and managing all resources deployed in response to all hazards and threats;

**NOW THEREFORE**, the **UNDERSIGNED**

**AGREE**, that all **RETAILER** data and information collected will be stored in the **NCEM** North Carolina State Preparedness And Response Tracking Application (NC SPARTA) for the sole expressed use of Pre- and Post-Disaster Curfew Exemption Certification; and,

**AGREE**, that **NCEM** will annually produce and distribute a digital indicium of certification to the **RETAILER** once all data and information requirements are provided and/or updated by the **RETAILER** to **NCEM**; and,

**AGREE**, that **NCEM** will provide a general password to the **NCRMA** that can be provided to used by the **RETAILER** to view Retail Entry Situational Maps within the NC SPARTA application; and,

**AGREE** that **NCEM** will provide time-sensitive emails defining which counties may be accessed by retailers. These emails will be sent to (1) pre-defined **RETAILER** Corporate and/or Store Points of Contact, (2) the **NCRMA** Points of Contact, and (3) the impacted counties; and,

**AGREE**, that the **RETAILER** requesting certification will provide all data and information associated with **APPENDIX A** (Re-Entry Validation List) to **NCEM**; and

**AGREE** to utilize the **NCEM** North Carolina State Preparedness And Response Tracking Application (NC SPARTA) to hold retailer profile data and information

**AGREE**, that the **RETAILER** will ensure compliance by its employees and/or subcontractors with all the laws of the State of North Carolina; and,

**AGREE**, that the **RETAILER** will adhere to law enforcement or other local officials' instructions pertaining to permissible route of ingress or egress for persons with certifications; and,

**AGREE**, that the **RETAILER** will provide all necessary resources and sustenance (i.e. fuel, food, shelter, communications) for employees and/or subcontractors while they are in the area of impact / curfew; and,

**AGREE**, that the **RETAILER** may replicate and disseminate the indicium of certification to employees and/or subcontractors who may be deployed into the area of impact / curfew; and,

**AGREE**, that the **RETAILER** will clearly display the indicium of certification on the front window of all employee, company, and/or subcontractor modes of transportation while in the area of impact / curfew; and,

**AGREE**, that the **RETAILER** will be responsible for the appropriate use of the indicium of certification by its employees and/or subcontractors; and,

**AGREE**, that the **RETAILER** will be responsible for any damage to property and/or loss of life directly tied to actions of its employees and/or subcontractors in the area of impact / curfew; and,

**AGREE**, that the **RETAILER** will notify the **NCRMA** of any changes to its company / corporate data and information in a timely manner; and,

**AGREE**, that the **NCRMA** will provide training opportunities for the **RETAILER** on how to access and view the information and maps within NC SPARTA; and,

**AGREE**, that the **NCRMA** will solicit and gather any new or updated data, information and MOA as needed from the **RETAILER** and will provide it to **NCEM**; and,

**AGREE** that the **NCRMA** will be the first Point of Contact for the **RETAILER** prior to and immediately following a natural hazard event.

**AGREE**, that the Director of **NCEM** or his/her designee may suspend and/or revoke this Agreement at any time if any of the expectations and/or responsibilities of the **RETAILER** defined within this Agreement has not been met or a violation to the terms of this Agreement has been reported.

**AGREE**, that if **NCEM** suspense and/or revokes this Agreement, **NCEM** will communicate the cause of the suspension and/or revocation to the **RETAILER** and **NCRMA**. If the suspension is based on a reported violation, **NCEM** will investigate the reported violation and determine its validity in a timely manner.

**AGREE**, that if **NCEM** revokes this Agreement, the **RETAILER** may receive a new MOA from **NCEM** if the **RETAILER** provides evidence to **NCEM** that all expectations and responsibilities have been met and/or violations have been resolved.

This agreement is effective upon the signature by the authorities and is valid through the April 30<sup>th</sup> of the next year. It may be amended by mutual agreement at any time during the effective period with a 30 day written notice.

**SIGNED HERETOFORE,**

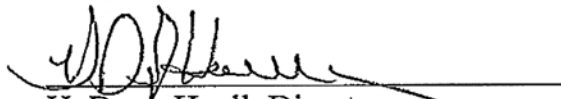
\_\_\_\_\_ (type or print) Company Name

\_\_\_\_\_ (type or print) Signer Name and Title

\_\_\_\_\_  
Retail Signature

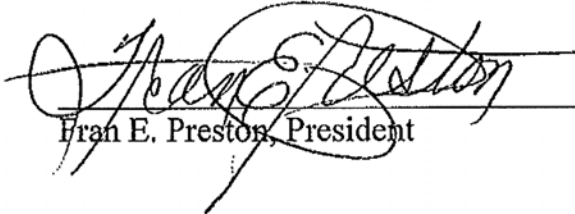
\_\_\_\_\_  
Date

**For NC Division of Emergency Management**

  
\_\_\_\_\_  
H. Doug Hoell, Director

6/1/10  
Date

**For NC Retail Merchants Association**

  
\_\_\_\_\_  
Fran E. Preston, President

6/1/10  
Date

**Re-Entry Validation List** (spreadsheet) was e-mailed to NCEM (Steve Davis) on

\_\_\_\_\_, \_\_\_\_\_  
(date) (time)