

**STATE OF CALIFORNIA**  
**DEPARTMENT OF FOOD AND AGRICULTURE**  
**MARKETING BRANCH**



**BUY CALIFORNIA**  
**MARKETING AGREEMENT**

Effective October 17, 2001  
Incorporating Amendments through May 7, 2014

# Buy California Marketing Agreement

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# BUY CALIFORNIA MARKETING AGREEMENT

## ARTICLE I - STATEMENT OF AGREEMENT

**WHEREAS**, it is provided in Sections 58745 and 58750 of the California Marketing Act, being Chapter 1, Part 2, Division 21 of the Food and Agricultural Code of the State of California, as follows (*Amended May 7, 2014*):

**58745.** In order to effectuate the declared policy of this chapter, the Department may also, after due notice and opportunity for hearing, enter into marketing agreements with processors, distributors, producers, and others that are engaged in the handling of any commodity, which regulate the preparation for market and handing of such commodity. Such marketing agreements are binding upon the signatories to the agreements exclusively.

**58750.** (a) There is within the Department of Food and Agriculture a public and private collaboration known as the “Buy California Program.” The purposes of the program are to encourage consumer nutritional and food awareness and to foster purchases of high-quality California agricultural products.

(b) Pursuant to Section 58749, and in accordance with the provisions of this chapter, the secretary may issue and make effective a marketing agreement and be advised by those elements of the production agriculture and food processing industry willing to participate in the program via co-funding or in-kind contributions in a manner defined under the agreement.

(c) The department shall report to the Legislature on January 1, 2002, and each successive January 1 while this section is operative, regarding its expenditures, progress, and ongoing priorities with this program.

(d) The Buy California Account is created in the Food and Agriculture Fund and, notwithstanding Section 13340 of the Government Code, is continuously appropriated for purposes of this section. (*Added May 7, 2014*)

**WHEREAS**, in order to effectuate the declared policy and purposes of the California Marketing Act, the parties hereto desire to enter into a marketing agreement under its provisions. The purposes of this Marketing Agreement are to:

1. Increase awareness and consumption of California agricultural products (generic and branded) among California consumers.
2. Create a multi agricultural product generic marketing campaign revolving around development of a California identity that depicts quality and encourages increased consumer purchase.
3. Use the California identity to create a point of differentiation for retailers and consumers.
4. Create a multifaceted campaign that reaches consumers with California identity messages in the many places they get information about food, health, nutrition, and lifestyle.

5. Fund research as needed to develop and evaluate said program.
6. Undertake activities that may target international consumers, trade and media at the discretion of the Buy California Marketing Agreement's Board of Directors. Sufficient funds may be budgeted to support these activities. *(Amended May 7, 2014)*
7. Undertake activities that may target domestic consumers, trade and media at the discretion of the Buy California Marketing Agreement's Board of Directors. Sufficient funds may be budgeted to support these activities. *(Amended May 7, 2014)*
8. Have active participation in the program of the most organized of California's agricultural products. *(Amended May 7, 2014)*
9. Develop and conduct public relations, education and research initiatives that support improvement in the business and policy environment for agriculture, and, ultimately, the sale of more California agricultural products. *(Added May 7, 2014)*

**NOW, THEREFORE**, the parties agree as follows:

## **ARTICLE II - DEFINITIONS**

### **Section A. DEFINITION OF TERMS**

1. "Act" means the California Marketing Act, being Chapter 1, Part 2, Division 21 of the Food and Agricultural Code.
- 1.5 "Administrative Rules and Regulations" means provisions recommended by the Buy California Board and approved by the Department pursuant to Article 18 of the Act establishing membership tiers, assessment levels, and membership rights, privileges and obligations. Such Administrative Rules and Regulations are attached as Exhibit "A" and are part of the Buy California Marketing Agreement. *(Added May 7, 2014)*
2. "Buy California Marketing Agreement" or "Agreement" refers to this Marketing Agreement, directly affecting industry organizations of California agricultural products, which is issued by the Department pursuant to provisions of the Marketing Act.
3. "California Agricultural Products" mean the products of California's farms and ranches and items marketed from these products, whether fresh, dried or otherwise processed.
4. "Books and Records" means any approved budgets, invoices, cancelled checks, aggregate commodity statistics and any other documents, computerized data, and other writings, whether handwritten, typewritten, printed, copied, or electronically stored to verify assessments paid to the Agreement.
5. "Buy California Board" and "Board" are synonymous and mean the board established pursuant to the provisions of Article III of this Agreement.

6. “Retailer” means any person that engages in the operation of selling, marketing, or distributing agricultural products whether as owner, agent, employee, broker, or otherwise.

7. “Fiscal Year” and “Marketing Season” are synonymous and mean the period beginning July 1 of any year and extending through June 30 of the following year.

8. “Agricultural Product Organization” or “Commodity Group” means any state or federally mandated promotion program. *(Amended May 7, 2014)*

8.2 “Agricultural Industry Organization” means any for-profit or nonprofit California agricultural organization with relevant expertise that is willing to represent growers and/or processors in the state of California in a generic fashion. *(Added May 7, 2014)*

8.5. “Allied Organizations,” “Companies” and “Individuals” are those organizations, companies or individuals that are not engaged in, nor represent, agricultural production or distribution but support the Buy California Marketing Agreement’s message management, agricultural advocacy and/or marketing and advertising. *(Added May 7, 2014)*

9. “Market” or “Marketing” is synonymous with promotion and means to promote agricultural products with the intent of increasing retail purchase and/or promotion and consumer purchase and consumption.

10. “Department” means the California Department of Food and Agriculture.

10.5 “Signatory Individual Person or Company” means any person who has signed this Agreement and is entitled to a seat on the Board. *(Added May 7, 2014)*

11. “Signatory, Commodity Group” or “Signatory, Membership Group” means any group or organization that has signed this Agreement and is entitled to a seat on the Board. *(Amended May 7, 2014)*

12. “Research” means any type or combination of research including but not limited to consumer, trade, marketing, media, scientific and econometric research needed for analysis purposes in the development or evaluation of individual program components or the program as a whole.

13. “Retail Promotion” means any activity designed to motivate retailers to carry and promote California product more often. Promotion includes but is not limited to developing customized promotions with retail chains, use of tagged advertising as an incentive, use of incentive programs such as but not limited to sales contests and training programs, development and distribution of point-of-purchase materials, development of consumer education materials for distribution at point-of-purchase, sponsorships of consumer programs, and sharing of research.

14. “Multifaceted Campaign” means any combination of consumer education, health/nutrition education or promotion, food safety or food handling programs, public relations, media outreach, merchandising, promotion, advertising, or community service projects that reach consumers with the California identity message.

15. "California Identity Message" means any message or combination of messages deemed by the board to have the power to motivate the purchase, consumption, use and promotion of California agricultural products.

16. "Consumer" means all individuals who purchase California-grown agricultural products within the state, including purchasers of California agricultural products used as components of processed products.

## **ARTICLE III - BUY CALIFORNIA BOARD**

### **Section A. ESTABLISHMENT AND MEMBERSHIP**

1. To assist the Department in the administration of this Agreement, an advisory body, to be known as the Buy California Board, is hereby established. The Board's core membership shall consist of one representative member from each signatory entity. Additional member seats, both voting and non-voting, may be established pursuant to Administrative Rules and Regulations recommended by the Board and approved by the Department. *(Amended May 7, 2014)*

1.5 For the purposes of board representation, organizations representing fresh, dried, and other processed forms of any agricultural product shall be considered individually eligible for board membership. No agricultural product shall be represented by more than one signatory organization. For example, fresh bananas and dried bananas would be considered two distinct products and, as such, may be represented on the board by individual organizations, or each product may be represented by the same organization. *(Amended July 6, 2003 and May 7, 2014)*

2. A Signatory of record shall not be represented on the Board in more than one (1) voting position. A signatory may designate an alternate to serve in his/her absence. *(Amended May 7, 2014)*

3. In addition to the signatory members, and upon the recommendation of the Board, the Department may appoint one member to the Board to represent the general public. The public member shall not be affiliated with any organization engaged in the commercial production, handling, or marketing of any agricultural product and shall have all the rights and privileges, including voting, of any other member of the Board. *(Amended May 7, 2014)*

### **Section B. APPOINTMENT PROCEDURE FOR MEMBERSHIP TO THE BOARD**

Nominations of persons eligible to serve on the Board shall be made by each signatory of the agreement at the initial time that the California agricultural product organization signs up. Board members shall be appointed by the Department. Members shall serve until their successors have been nominated by the signatory and appointed by the Department. *(Amended October 9, 2011)*

All signatories to this agreement shall always be entitled to one seat and one alternate on the Board. *(Amended July 6, 2003)*

## **Section C. DUTIES AND POWERS OF BOARD**

The Board shall have the following duties, which may be exercised subject to the approval of the Department:

1. Administer the provisions of this Agreement.
2. Recommend to the Department rules and regulations relating to this Agreement.
3. Receive and report to the Department complaints of violations of this Agreement.
4. Recommend to the Department amendments to this Agreement.
5. Assist the Department in levying and collecting of assessments from signatories and others to cover expenses incurred by the Board and the Department in the administration of this Agreement.
6. Assist the Department in seeking federal funds to support this program.
7. Assist the Department in compiling and creating the annual report to the legislature, as required in Section 58750(c) of the Food and Agricultural Code.
8. Assist the Department in collection of such information and data as may be deemed necessary to the proper administration of this Agreement and the Act.
9. Select a chair from its membership and select such other officers as the Board may deem advisable.
10. Keep minutes, books, and records, which will clearly reflect all of its acts and transactions. Such minutes, books, and records shall at all times be subject to examination by the Department or duly authorized representatives. The Board shall provide to the Department copies of the minutes of all meetings duly certified by an authorized officer of the Board.
11. Employ such persons or contractors, including private legal counsel when authorized, as it may deem necessary and determine the compensation and define the duties of such employees.
12. Recommend to the Department such committees as may be deemed necessary to assist the Board and the Department in performing the duties authorized pursuant to this Agreement. Said committees may include nonvoting advisory committees from related industries such as retail and foodservice. All committee actions shall be recommendations to the Board, subject to approval by the Department.
13. Receive, invest, borrow, and disburse funds pursuant to the provisions of Article 10 of the California Marketing Act, part of which clearly authorizes the board to establish and manage its own bank accounts which are outside of the State Treasury system.
14. Comply with all applicable conflict of interest laws. *(Amended May 7, 2014)*

## **Section D. EXPENSES OF MEMBERS OF THE BOARD**

The members and alternates of the Board may be reimbursed for expenses necessarily incurred by them in the performance of their duties and in the exercise of their powers hereunder. The board will develop policies for appropriate expense reimbursement, as authorized by the Marketing Act and the Department's Accounting Guidelines and General Rules.  
*(Amended May 7, 2014)*

## **Section E. PROCEDURE FOR BOARD**

1. A quorum of the Board shall consist of a majority of eligible voting members, including the public member as one, if that position is filled.

2. Any action taken by the Board shall require the concurring vote of a majority of the eligible voting members present.

3. Any question before the Board which would, in the opinion of the Board member, result in a conflict of interest on his or her part shall be the basis of the member disqualifying himself or herself from discussion and voting on such a question. *(Amended May 7, 2014)*

## **Section F. LIMITATION OF LIABILITY OF BOARD**

Pursuant to Section 58847 of the California Marketing Act, the members of the Board, including employees of the Board, are not responsible individually in any way whatsoever to any person for liability on any contract or agreement of the Board approved by the Department. *(Amended May 7, 2014)*

# **ARTICLE IV - BOOKS AND RECORDS**

## **Section A. BOOKS AND RECORDS**

Signatories to this Agreement shall maintain Books and Records reflecting their operations and shall furnish to the Department or its duly authorized or designated representatives such Books and Records as may, from time to time, be requested relating to their operations under this Agreement, and shall permit the inspection, during normal business hours, by said Department or authorized representatives of such portions of their Books and Records as they relate to operations that are the subject of this Agreement.

## **Section B. CONFIDENTIAL INFORMATION**

Any proprietary information obtained by any persons pursuant to the provisions of this Article, including but not limited to, data related to shipments and promotion results which are obtained from retailers, shippers, and other promotion partners, shall be confidential and shall not be disclosed except when required in a judicial proceeding.



## **ARTICLE V - ADVERTISING AND PROMOTION**

In carrying out the purposes of this Marketing Agreement, the Board may create an advertising and/or promotion program designed to increase awareness and consumption of California agricultural products among California consumers. Said program may involve multiple California agricultural products, shall be generic in nature, and shall revolve around development of a California identity message in an effort to prompt increased consumer purchase. The program intent is to use the California identity to create a point of differentiation for retailers and consumers. Activities of the program may include, but are not limited to: advertising, merchandising, sales and consumer promotion, consumer education, media outreach, marketing and scientific research, health promotion, and public relations.

## **ARTICLE VI - BUDGETS, INDUSTRY ASSESSMENTS, AND CONTRIBUTIONS**

### **Section A. BUDGETS**

For each Fiscal Year, the Board shall recommend to the Department a budget or budgets to cover proposed expenditures for the administration of this Agreement and for the activities authorized hereunder. Upon approval of such budget or budgets, the Board may incur expenditures in accordance therewith.

### **Section B. ASSESSMENTS**

1. States and Federal Fund Support. The Agreement may receive funding from the California General Fund and federal government funds to conduct programs.

2. (a) Rates of Assessment. Each participating signatory shall directly contribute an industry assessment on an annual basis. Said value to be based on verifiable government statistics.

(b) Assessment levels shall be determined according to provisions of Administrative Rules and Regulations recommended by the Board and approved by the Department.

(c) Additional signatory and supporter classifications, or tiers, shall contribute to the Buy California program as provided in said Administrative Rules and Regulations.

(d) The Board shall develop within its Administrative Rules and Regulations procedures, regarding frequency of assessment payments for each classification, or tier, of participants

(e) The Board will have the authority to raise the assessment cap and individual agricultural product groups will have the authority to assess themselves at a higher rate.

(f) The Board shall adopt an assessment collection and enforcement procedure consistent with the Act and specified within the Administrative Rules and Regulations. *(Amended May 7, 2014)*

In addition to required assessments, the board may allow signatory organizations to financially support individual board-approved projects. This additional funding is not required of signatories and may not be used to offset the required contribution. *(Amended May 7, 2014)*

In order to extend the Program, in addition to the required assessments and the project-specific funding opportunities, all signatories will be encouraged to utilize existing budgets, programs and media campaigns to carry the Buy California message to California based retailers and consumers, whenever appropriate for the promotion of their product. Signatories will be required to provide annual summaries to the Board of the funding and in-kind contributions allocated from their own budgets for in-state promotion of California-grown agricultural products to California consumers, thus extending the program. Those contributions shall constitute part of the assessments to verify industry co-funding of the program. *(Amended May 7, 2014)*

Retail partners will also be encouraged to provide summaries of the ways in which they extended the program by carrying the message to California consumers in-store, in ads, and in special promotions. Said summaries should include calculations of the dollar value of their contributions. Those contributions shall constitute part of the contributions to verify industry co-funding of the program.

All other partners with whom the Board works will be asked to summarize and calculate the value of their contributions.

Should a new signatory join mid-year, the assessment due would be prorated for the time remaining of the fiscal year. *(Amended May 7, 2014)*

### **Section C. DISPOSITION OF FUNDS**

1. Any monies collected by the Board pursuant to the provisions of this Agreement shall be deposited in accordance with the provisions of the Act, allocated to this Agreement and disbursed only for the necessary expenses incurred or approved by the Department with respect to this Agreement.

2. Any monies remaining from assessments, collected pursuant to this Agreement, upon recommendation by the Board and approval by the Department, may be refunded at the close of any Marketing Season upon a pro rata basis to all Signatories from whom such assessments were collected; or such monies, upon recommendation of the Board and approval by the Department, may be carried over in reserve into the next succeeding Marketing Season.

## **ARTICLE VII - APPEALS**

### **Section A. APPEALS**

Any Signatory to this Agreement may petition the Department to review any order, recommendation, or action of the Board approved by the Department. Any such appeal shall be conducted pursuant to the Grievance Procedures as detailed in the Marketing Branch Policy Manual, Policy M118, and Appendix M.

## **ARTICLE VIII – PARTICIPATION**

### **Section A. NEW SIGNATORIES AND PARTICIPATION**

1. Agricultural product organizations may become signatories to this Agreement during the period of time that the Department designates as the initial assent period by filing with the Department a properly executed copy of this Agreement and thereupon shall immediately become subject to the rights, duties, privileges, and immunities provided for in this Agreement. Additional agricultural product organizations may become signatories to the Agreement by filing with the Department a properly executed copy of this Agreement, at any time.

2. Signatories and participants in classifications other than those in paragraph 1 above may join the Agreement according to the terms and procedures provided in the Administrative Rules and Regulations. *(Added May 7, 2014)*

### **Section B. WITHDRAWAL FROM PARTICIPATION**

Release from the Agreement may be obtained, provided that a Signatory is not in violation of the provisions of this Agreement and has fulfilled all of his or her obligations, including payment of any assessments or charges levied or imposed pursuant to this Agreement, under any of the following conditions:

1. By filing with the Department a written request for withdrawal no less than 60 days prior to the end of the then current Marketing Season, with the release to become effective at the beginning of the succeeding Marketing Season.

2. Immediate withdrawal may be effected when a Signatory ceases to be an active agricultural product organization and gives notice thereof to the Board in writing.

3. The Department may terminate this Agreement with respect to any Signatory for cause as set forth in Article IX hereof. *(Amended May 7, 2014)*

## **ARTICLE IX - COMPLIANCE OF CONTRACTING PARTIES**

### **Section A. AGREEMENT TO COMPLY**

Each Signatory to this Agreement hereby agrees to be bound by and to comply with all the provisions of this Agreement, the California Marketing Act, and all relevant rules and directives from the department.

### **Section B. RIGHT OF INJUNCTION**

In the event of a violation or threatened violation of this Agreement, or any rule or regulation made effective hereunder, the Department may request the Attorney General of California to file an action in the Superior Court of this State for an injunction.

Upon compliance with Section 527 of the Code of Civil Procedure of the State of California, the Court may issue a temporary restraining order and preliminary injunction as in other actions for injunctive relief; and upon trial of such action, if judgment be in favor of the plaintiff, the court shall permanently enjoin the defendant from further violations.

## **ARTICLE X - SEPARABILITY**

### **Section A. SEPARABILITY**

If any section, sentence, clause or part of this Agreement is for any reason held to be invalid, or the applicability thereof to any person, circumstance, or thing is held to be invalid, such decision shall not affect the remaining portions of this Agreement, and the invalid provision shall be reformed, if legally possible, so as to effectuate the intent of the provision to the maximum extent permissible by law.

## **ARTICLE XI - EFFECTIVE TIME AND TERMINATION**

### **Section A. EFFECTIVE TIME**

This Agreement shall become effective on the date specified by the Department, and upon notification to the parties hereto in accordance with the provisions of Section 59111 of the Act shall continue in effect until suspended or terminated by the Department, or by operation of law, in accordance with the provisions of the Act.

### **Section B. TERMINATION**

The Department shall suspend or terminate this Agreement or any provision hereof whenever it finds that the Agreement does not tend to effectuate the declared purposes of the Act.

### **Section C. EFFECT OF TERMINATION, SUSPENSION OR AMENDMENT**

Unless otherwise expressly provided in the notice of amendment, suspension, or termination, no amendment, suspension, or termination of this Agreement shall either (a) affect, waive, or terminate any right, duty, obligation, or liability which shall have arisen or may thereafter arise in connection with any other provision of this Agreement not so amended, suspended, or terminated; or (b) release, condone, or dismiss any violation of this Agreement occurring prior to the effective time of such amendment, suspension or termination; or (c) affect or impair any rights or remedies of the Department or of any person with respect to such violation; or (d) affect any liabilities pursuant to the provisions of this Agreement.

**ADMINISTRATIVE RULES AND REGULATIONS  
FOR THE BUY CALIFORNIA MARKETING AGREEMENT**

**I. AUTHORITY FOR ADMINISTRATIVE RULES AND REGULATIONS**

Section 59161 of the California Marketing Act, being Chapter 1, Part 2, Division 21 of the California Food and Agricultural Code (hereinafter referred to as "Act") provides for the establishment of Administrative Rules and Regulations to facilitate the administration and enforcement of a marketing order and agreement. Section 59161 states:

**59161.** Upon recommendation of the advisory board which is concerned, the [secretary] may, without prior notice and hearing, establish administrative rules and regulations for each marketing order or marketing agreement which is issued and made effective as may be necessary to facilitate the administration and enforcement of each such order or agreement.

**II. MEMBERSHIP TIERS AND CATEGORIES**

Participation in the Buy California Marketing Agreement shall be based upon membership tiers, categories and assessment levels as prescribed below.

**a. MEMBERSHIP TIER 1.**

**1. Signatory Agriculture Product Organizations or Commodity Groups.** Entities representing a specific agricultural commodity federal or state marketing program (advisory board, administrative committee, agreement, council or commission) either in fresh form, dried form or other processed form may become signatories to the Agreement. Different forms of a commodity are considered to be separate commodities and eligible for board membership.

**A. Membership Benefits:**

- (1) Seat on the Buy California Board
- (2) Licensed use of the CA Grown logo by all commodity entities
- (3) Commodity products featured in BCMA campaigns

**B. Assessment – Based on Annual Assessment Revenues:**

- (1) Less than \$250,000..... \$2,500
- (2) \$250,000 to less than \$500,000..... \$5,000
- (3) \$500,000 to less than \$1 million ..... \$7,500
- (4) \$1 million to less than \$2.5 million..... \$10,000
- (5) \$2.5 million to less than \$5 million..... \$15,000
- (6) \$5 million to less than \$7.5 million..... \$20,000
- (7) \$7.5 million and over..... \$25,000

**2. Signatory Membership Group.** An organization registered with the Secretary of State as a corporation or partnership representing a group of producers, shippers or processors.

**A. Membership Benefits:**

- (1) Seat on the Buy California Board
- (2) Licensed use of the CA Grown logo for association marketing and promotion
- (3) Discounted member licensing opportunity for non-represented commodity (reference Subsection C below)

**B. Assessment – Based on Annual Assessment Revenue:**

- (1) Less than \$250,000..... \$500
- (2) \$250,000 to less than \$500,000..... \$625
- (3) \$500,000 to less than \$1 million ..... \$750
- (4) \$1 million to less than \$2.5 million..... \$1,000
- (5) \$2.5 million to less than \$10 million ..... \$2,000
- (6) \$10 million to less than \$25 million ..... \$3,000
- (7) \$25 million to less than \$50 million ..... \$4,000
- (8) \$50 million and over..... \$5,000

**C. Discounted Licensing Fee Structure for Individual Company Members – Based on Annual Gross Dollar Sales:**

- (1) Less than \$250,000..... \$500
- (2) \$250,000 to less than \$500,000..... \$625
- (3) \$500,000 to less than \$1 million ..... \$750
- (4) \$1 million to less than \$2.5 million..... \$1,000
- (5) \$2.5 million to less than \$10 million ..... \$2,000
- (6) \$10 million to less than \$25 million ..... \$3,000
- (7) \$25 million to less than \$50 million ..... \$4,000
- (8) \$50 million and over..... \$5,000

**3. Signatory Membership Groups, Multiple Entities.** A group of five or more individual companies that produce or process a non-represented commodity.

**A. Membership Benefits:**

- (1) Seat on the Buy California Board
- (2) Licensed use of the CA Grown logo for association marketing and promotion
- (3) Member licensing and campaign features opportunity for non-represented commodity

**B. Assessment – Based on Annual Gross Dollar Sales:**

- (1) Less than \$250,000..... \$1,000
- (2) \$250,000 to less than \$500,000..... \$1,250
- (3) \$500,000 to less than \$1 million ..... \$1,500
- (4) \$1 million to less than \$2.5 million..... \$2,000
- (5) \$2.5 million to less than \$10 million ..... \$4,000
- (6) \$10 million to less than \$25 million ..... \$6,000
- (7) \$25 million to less than \$50 million ..... \$8,000
- (8) \$50 million and over..... \$10,000

**4. Signatory Individual Companies.** An individual entity that produces or processes a non-represented commodity

**A. Membership Benefits:**

- (1) Seat on the Buy California Board
- (2) Licensed use of the CA Grown logo for association marketing and promotion
- (3) Member licensing and campaign features opportunity for non-represented commodity

**B. Assessments – Based on Annual Gross Dollar Sales:**

- (1) Less than \$250,000..... \$2,500
- (2) \$250,000 to less than \$500,000..... \$5,000
- (3) \$500,000 to less than \$1 million ..... \$7,500
- (4) \$1 million to less than \$2.5 million..... \$10,000
- (5) \$2.5 million to less than \$5 million..... \$15,000
- (6) \$5 million to less than \$7.5 million..... \$20,000
- (7) \$7.5 million and over..... \$25,000

**b. MEMBERSHIP TIER 2**

**1. Agricultural Industry Organizations.** An organization registered with the Secretary of State, including Cooperatives and Trade Associations.

**A. Membership Benefits:**

- (1) Position on BCMA governance (via representative seat(s) for this membership tier as non-voting members of the Buy California Board, and/or participation at an advisory or committee level)
- (2) Discount for members on Web site ads/listings, mobile app, etc.
- (3) Access to research produced by BCMA
- (4) Use of the CA Grown logo/messaging tools to support organization PR/issue management efforts

**B. Assessment – Based on Annual Assessment Revenues:**

- (1) Less than \$250,000..... \$1,000
- (2) \$250,000 to less than \$500,000..... \$1,500
- (3) \$500,000 to less than \$1 million ..... \$2,000
- (4) \$1 million to less than \$2.5 million..... \$2,500
- (5) \$2.5 million to less than \$5 million..... \$3,000
- (6) \$5 million to less than \$7.5 million..... \$4,000
- (7) \$7.5 million and over..... \$5,000

**c. MEMBERSHIP TIER 3**

**1. Advisory Member**

**A. Membership Benefits:**

- (1) Seat on advisory group (see Section III - Governance Structure)
- (2) Discount for members on Web site ads/listings, etc.
- (3) Access to research produced by BCMA
- (4) Use of the CA Grown logo/messaging tools to support organization PR/issue management efforts.

**B. Assessment – Based on Annual Gross Dollar Sales:**

- (1) Less than \$500,000..... \$250
- (2) \$500,000 to less than \$1 million..... \$500
- (3) \$1 million to less than \$2.5 million ..... \$750
- (4) \$2.5 million to less than \$5 million ..... \$1,000
- (5) \$5 million to less than \$7.5 million ..... \$1,250
- (6) \$7.5 million and over ..... \$1,500

**d. MEMBERSHIP TIER 4**

**1. Individual Company Member**

**A. Membership Benefits:**

- (1) Licensed use of the CA Grown logo
- (2) Discounts
- (3) Web site listing/advertising
- (4) Retail/foodservice lists

**B. Assessment – Based on Annual Gross Dollar Sales:**

- (1) Less than \$250,000 ..... \$1,000
- (2) \$250,000 to less than \$500,000 ..... \$1,250
- (3) \$500,000 to less than \$1 million..... \$1,500
- (4) \$1 million to less than \$2.5 million ..... \$2,000
- (5) \$2.5 million to less than \$10 million ..... \$4,000
- (6) \$10 million to less than \$25 million ..... \$6,000
- (7) \$25 million to less than \$50 million ..... \$8,000
- (8) \$50 million and over ..... \$10,000

**e. MEMBERSHIP TIER 5**

**1. Subscriber/Fan**

**A. Subscriber Benefits:**

- (1) Free T-shirt
- (2) Coupons
- (3) Contest Alerts
- (4) “Members Only”

**B. Fee: \$25**



### III. GOVERNANCE STRUCTURE

#### a. Buy California Board of Directors

1. The board of directors sets policy and determines direction of the Buy California program subject to approval by the department. The board carries out the powers and duties authorized within the marketing agreement. Each signatory to the agreement may designate one member and one alternate member to be appointed to the Buy California board of directors by the department. Appointments of members and alternate members will be made following the initial sign up of a new signatory and on an as-needed basis for existing signatories. Each individual appointed to the board shall serve until his or her successor has been designated by the signatory and appointed by the department.

A. The Executive Committee of the board is appointed by the secretary based upon the recommendation of the board. The Executive Committee carries out the duties delegated to it by the full board.

#### b. Advisory Committees

1. **Marketing Committee** – A Marketing Committee shall review and make recommendations to the Buy California board of directors regarding marketing programs developed by staff and agencies. The composition of the committee will be determined based upon the number of individuals and entities that sign up under the agreement in categories that provide for a seat on a committee.

2. Additional committees may be established by the board pursuant to Article III, Section C, Subsection 12 of the Buy California Marketing Agreement.

c. **Assessment and Enforcement Policy** – Annual Assessments are due and payable on July 1<sup>st</sup> and will be considered delinquent if not received by August 1<sup>st</sup>. The amount of assessments due depends on the Tier and Category at which the individual or entity signed up (reference section II above). Late payments will be subject to a penalty of 10 percent of the outstanding balance due to the BCMA. Assessments that are delinquent in excess of 30 days from August 1<sup>st</sup> will be subject to further enforcement action, including interest on the outstanding balance at rates specified in law, as provided in the California Marketing Act (reference section 59234.5 of the Act).