

“BUY FRESH BUY LOCAL”

A Collaborative National Program to Support Local Food Systems

MASTER AGREEMENT

ARTICLE 1: PURPOSE AND PRINCIPLES

1.1 Purpose. Vibrant, local food systems strengthen and stabilize local economies, encourage sustainable ecological practices, improve homeland security and help build healthy communities. The “*Buy Fresh Buy Local*” Program’s goals are to involve individuals in the process of expanding markets for locally produced foods, increase the economic viability of small family farms, and revitalize local food systems, help gain support for local food system organizations and regional economies. The goal of FoodRoutes Network is to connect all *BFBL* Chapter Affiliates to individuals in their communities while connecting to each other to create a larger impact nationwide.

1.2 Strategy. Each *BFBL* Chapter Affiliate will stimulate public awareness, support and demand for local foods through coordinated promotional efforts using our attractive, consistent, easily recognizable brand. Each Chapter Program is adapted to national, regional and local uses, with the purpose of involving consumers in the process of revitalizing and rebuilding local food systems. Our brand loyalty helps build a consistent message that spans from mass media to local farmers’ markets, restaurants, institutions and grocery stores. The Chapter Program helps consumers identify the products of family farmers and other local producers in their area, helps local producers make their products stand out for consumers, helps local businesses highlight their support for local foods, and provide entire communities with information about the many benefits of strong local food systems. The Chapter Program then works to involve the consumer in the local food system and seeks the commitment of each individual to become a participant in the local food system movement.

1.3 Collaboration. Each Chapter Program is a collaborative effort among nonprofit organizations, food producers, community organizations, and consumers nationwide who become dedicated volunteers. FoodRoutes Network and its Advisory Board provide central guidance to the Chapter Program, but the Chapter Program relies on the resources and input of many groups and individuals working at the regional and local levels. In addition the Chapter Program should generate its own resources both locally and collectively nationally in order to expand its impact.

1.4 Responsiveness to Local Needs. While a recognizable national presence is a key element of the Chapter Program, so too is responsiveness to local market conditions and agricultural resources. The definition of “local” will necessarily vary from one area to another. Regional

and local participants will work together to customize the Chapter Program to meet their local needs, and to develop markets that make sense for their respective areas.

1.5 Commitment to Reaching a Broad Audience. To succeed, the Chapter Program must carry its message to consumers who have not been part of the sustainable agriculture movement, but who can be educated to seek out local products and move from being interested to participating to committed to supporting their local food system. The Chapter Program will incorporate the best possible design standards and market research in order to reach the broadest possible audience. The Chapter Program will develop and distribute materials that are thoroughly planned and tested, affordable, and easily adapted to local needs

1.6 Evaluation. The Chapter Program will be based on quantitative goals at both the national and regional levels, and results will be measured and collated regularly to provide an ongoing picture of the programs progress.

1.7 Fundraising and Financing. FoodRoutes Network will raise funds to support the Campaign at the national level. Regional and Local Chapter Affiliates are expected to raise funds for the Chapter Program activities within their respective regions. As part of the Memo of Understanding between Chapter Affiliates and FoodRoutes Network yearly cash dues may be accessed as well as requirements for participation in a national fund raising program. FoodRoutes also develops fund raising programs and plans that can be adopted by the local chapter in support of local efforts. FoodRoutes will continually cultivate new fund raising programs from local chapters into the network to help strengthen the program as a whole. It is FRN's hope that our chapters will assist in securing funding to support the efforts of the national program.

ARTICLE 2: PARTICIPANTS

2.1 National Coordinator. FoodRoutes Network is a project of the Tides Center (PA), a public charity described under Section 501(c)3 of the Internal Revenue Code. FoodRoutes Network performs the following functions:

- Researches and creates basic program materials;
- Maintains and owns all *BFBL* Brands and variations for the collective;
- Maintains relationships with service providers, National Partners and other parties who work with the Chapter Program on a national level;
- Creates and oversees national publicity efforts;
- Maintains a national website as well as helps create local and regional web programs;
- Raises funds to support national-level activities within the Chapter Programs;
- Holds all Chapter Charters for the collective in order to stay focused on building brand loyalty;
- Guides and assists efforts of the Regional and/or Local Chapters; and
- Works with the Advisory Board to see that all aspects of the Chapter Program is properly managed and coordinated

2.2 Regional Chapter Affiliates. Regional Chapter Affiliates are public charities described under Section 501(c)(3) of the Internal Revenue Code. Each Regional Chapter Affiliate mounts

and manages the Chapter Program within its own region, under the guidance of FoodRoutes Network, and in particular performs the following functions:

- Adapts public program materials to regional needs;
- Develops a definition of “local,” and any other necessary regional standards for association of goods with the Chapter Program’s name and marks;
- Adapts Participation Agreements for use with Local Chapters and/or Local Partners;
- Develops a regional campaign plan;
- Executes a regional publicity campaign;
- Recruits and oversees Local Chapters and/or Local Partners;
- Works with Local Chapters and/or Local Partners to develop regional initiatives within the Program; and
- Raises funds to support the Chapter Program on the regional level while helping to support the national network. (See 1.7)

A Regional Chapter Affiliate may cover a region as large as several states, or as small as a region within a state; it may have exclusive jurisdiction over that area, or it may work in collaboration with other Regional Chapters. Regional Chapters may establish Local Chapters and/or work with pre-existing Local Chapters throughout their region. FoodRoutes Network and the Advisory Board will work with each Regional Chapter Affiliate to establish a form and scale of participation appropriate to regional needs, organizational strengths, and the status of the Chapter Program. FoodRoutes Network and the Advisory Board will provide each Regional Chapter Affiliate with a memorandum of understanding concerning specific roles and expectations, and may modify or replace the MOU, as they deem appropriate.

2.3 Local Chapters. Local Chapters are either public charities described under Section 501(c)(3) of the Internal Revenue Code, local volunteer committees or a combination of the two organized and coordinated under the Regional Chapter Affiliate or by FoodRoutes Network. A list of current Local and Regional Chapters is attached below as Appendix A. Each Local Chapter mounts and manages the Chapter Program within its own region, under the guidance of FoodRoutes Network or Regional Chapter Affiliate (if one has been designated for the area), and in particular performs the following functions:

- Adapts public program materials to local needs;
- Develops a definition of “local” (in collaboration with the Regional Chapter Affiliate if one has been designated for the area) and any other necessary regional standards for association of goods with the “Buy Fresh Buy Local” name and marks;
- Adapts Participation Agreements for use with Local Partners;
- Develops a local campaign plan;
- Executes a local publicity campaign;
- Recruits and oversees Local Partners;
- Works with Local Partners to develop local initiatives within the Local Chapter Program;
- Raises funds to support the Chapter Program on the local level while helping to support the regional and national network. (See 1.7)

A Local Chapter may cover a multi-county region or a single community; it may have exclusive jurisdiction over that area, or it may work in collaboration with other Local Chapters under terms defined by a Regional Chapter Affiliate. In the absence of a Regional Chapter Affiliate for a particular region, FoodRoutes Network and the Advisory Board will work with

each Local Chapter to establish a form and scale of participation appropriate to local needs, organizational strengths, and the status of the Chapter Program. FoodRoutes Network and the Advisory Committee will provide each Local Chapter with a memorandum of understanding concerning specific roles and expectations, and may modify or replace that memorandum from time to time as they deem appropriate. If a Regional Chapter Affiliate has been designated for the area, they will work with each Local Chapter to establish a form and scale of participation appropriate to local needs, organizational strengths, and the status of the Chapter Program. In this case, the Regional Chapter Affiliate will also provide each Local Chapter with a memorandum of understanding concerning roles and expectations.

2.4 Local Partners. Local Partners may be farms or other food producers, farmers’ coops, food markets, restaurants, or other entities or individuals meeting criteria for participation established by the appropriate Local Chapter and/or Regional Chapter Affiliate (or National Coordinator in the absence of either). It is the intent of the Chapter Program to prioritize the support and prosperity of farms and farm families, farmers’ markets and independently operated retail businesses in each market region. To that end, we will not regard such entities as competitors, but as cooperators in pursuit of a successful, locally-based food system. Larger retail operations, such as those that operate with a franchise or whose market impact extends significantly beyond the target region, will only be included as Local Partners in the Chapter Program in situations where FoodRoutes Network and the Advisory Board has been consulted and approved the terms of the local partnership. An individual or entity becomes a Local Partner by signing a Participation Agreement with a Local Chapter and/or Regional Chapter Affiliate (or National Coordinator in the absence of either). The roles and responsibilities of Local Partners vary from region to region, but a Local Partner will generally:

- Support regional Chapter Program efforts;
- Display Branded materials in connection with goods or services, as approved by the Regional Chapter Affiliate or National Coordinator;
- Work with other Local Partners and the appropriate Local Chapters and/or Regional Chapter Affiliate to develop regional initiatives within the Regional Chapter Affiliate Program (or National Coordinator in the absence of either); and
- Cooperate in other aspects of the Chapter Program as suggested by the Local Chapter and/or Regional Chapter Affiliate (or National Coordinator in the absence of either).

2.5 “Vocal Local” Supporter: FoodRoutes has designed a new program call “Vocal Locals for Local Food” This program is to help chapters and the national collective garner support and participation from the public on an individual basis. FRN will create “Vocal Local” supplies and support materials for the use at regional and local levels. Standards and membership fees should be set on a local level wherever possible. Chapters are asked to provide national with a yearly updated list of all “Vocal Local” supporters to national newsletter mailings. Names, addresses, e-mails, phone and any important information.

2.6 Other Classes of Local Supporters: A Regional Chapter Affiliate may choose to establish one or more other classes of local supporters, with roles to be established by the Regional Chapter Affiliate under the guidance of FoodRoutes Network.

2.7 National Partners. National partners may be media outlets, funders, research institutions, retailers or other individuals or entities positioned to advance the Chapter Program on a national

level. The role and responsibilities of each National Partner will be specified in a Participation Agreement developed by FoodRoutes Network and approved by the Advisory Board.

ARTICLE 3: COORDINATION AND PROCEDURES

3.1 Advisory Board. The Advisory Board is governing body of the FoodRoutes Network and the “Buy Fresh Buy Local” Chapter Program. The Advisory Board will include at least four (4) seats occupied by Regional Chapter Affiliate Members under its current eleven seats.

3.2 Approval of Regional Chapter Affiliates. An organization interested in participating in the National “Buy Fresh Buy Local” Chapter Program, and requesting to become a Regional Chapter Affiliate, must complete an application detailing preliminary regional Chapter Program plans. Both FoodRoutes Network and Advisory Committee will review this application. If both FoodRoutes Network and the Advisory Committee approve the application, then the organization may become a Regional Chapter Affiliate by approving and signing this Master Agreement and accompanying memorandum of understanding (described in Section 2.2).

3.3 Formation of Local Chapters. An organization interested in forming a “Buy Fresh Buy Local” Chapter in an area not currently managed by a Regional Chapter Affiliate, must complete an application detailing preliminary Local Chapter plans. FoodRoutes Network will review this application. If FoodRoutes Network approves the application, then the organization may become a Local Chapter by approving and signing this Master Agreement and accompanying memorandum of understanding (described in Section 2.3). If a Regional Chapter Affiliate has already been designated for the area, it will review the application, define the terms of the partnership, and draft a memorandum of understanding with FoodRoutes Networks approval, which will accompany this Master Agreement.

3.4 Approval of Local Partners. An organization interested in participating in the “Buy Fresh Buy Local” Chapter Program in an area not currently managed by a Local Chapter or Regional Chapter Affiliate must complete an application detailing preliminary local Campaign plans. Both FoodRoutes Network and Advisory Committee will review this application. If both FoodRoutes Network and the Advisory Committee approve the application, then the organization may become a Local Partner by approving and signing this Master Agreement and accompanying memorandum of understanding (described in Section 2.3).

If a Local Chapter or Regional Chapter Affiliate has been designated for the area, they will establish guidelines for local partners, define the terms of the partnership, and draft local partner agreements in coordination with FoodRoutes Network (in accordance with Section 3.6).

3.5 Local Chapter Participation Agreements. A Template for Local Chapter Participation Agreement is attached below as Appendix B. Regional Chapter Affiliates should adapt these templates to regional use. Any major revisions to Local Chapter Participation Agreements must:

- Be approved by FoodRoutes Network;

- Note that the Local Chapter representative has received a copy of this Master Agreement; and
- Note that the Local Chapter accepts all terms of this Master Agreement as a condition of participation.

3.6 Local Partner Participation Agreements. A Template Local Partner Participation Agreement is attached below as Appendix C. Regional Chapter Affiliates and/or Local Chapter Coordinator may adapt these templates to regional use, or develop new Participation Agreements, but all revisions to the Participation Agreements must:

- Be approved by FoodRoutes Network;
- Note that the Local Partner has received a copy of this Master Agreement; and
- Note that the Local Partner accepts all terms of this Master Agreement as a condition of participation.

3.7 Controls over Use of Marks. The success of the Chapter Program rests on careful and coordinated use of the “Buy Fresh Buy Local” brand and distinctive graphic marks. [FoodRoutes Network](#) owns and holds all rights to the brand name, marks and designs, and any marks or designs developed for regional and local use. [FoodRoutes Network on behalf of the “Buy Fresh Buy Local” Chapter Program as a collective manages the brand name, marks and designs and any marks or designs developed for regional use.](#) Notwithstanding any other arrangement, or provision of this Master Agreement, the [FoodRoutes Network](#) retains ultimate control over use of the “Buy Fresh Buy Local” name, brand, marks and designs. The parties to this Master Agreement and the Local Partners agree that they will:

- Use logos, tag lines, and key messages identified in the Toolbox in all Chapter Program publicity;
- Use the styles (colors, fonts, etc.) described in the toolbox, to maintain the visual strength of the Chapter Program;
- Clear any desired modification of Chapter Program materials with the Regional Chapter Affiliate or National Coordinator, as appropriate;
- Identify other Chapter Program participants, where appropriate, as described in the "boilerplate text" section of the toolbox;
- Provide the Regional Chapter Affiliate or National Coordinator, as appropriate, with clippings, tapes, downloads or other records of significant public responses to the Chapter Program; (see reporting requirements)
- Provide the Regional Chapter Affiliate and National Coordinator with annual updates on the impact of the Chapter Program; and
- Desist from any or all use of the “Buy Fresh Buy Local” name, marks and designs or any approximation of the brand if so requested by FoodRoutes Network.

3.8 Removal of Regional Chapter Affiliate. FoodRoutes Network may, at its discretion, propose that the Advisory Committee remove a Regional Chapter Affiliate’s charter. If the Advisory Committee adopts that proposal, then it may also choose to designate an interim or permanent coordinating body through which the removed organization’s Local Chapter and Local Partners may continue to participate in the Chapter Program.

3.9 Removal of Local Chapters. FoodRoutes Network may, at its discretion, propose that the Advisory Board remove a Local Chapter charter in an area not currently managed by a Regional Chapter Affiliate. If the Advisory Committee adopts that proposal, then it may also choose to designate an interim or permanent coordinating body through which the removed organization's Local Partners may continue to participate in the Chapter Program.

Local Chapters established through a Regional Chapter Affiliate may be removed at the Regional Chapter Affiliate's discretion. In this case, the Regional Chapter Affiliate may also choose to designate an interim or permanent coordinating body through which the removed organization's Local Partners may continue to participate in the Chapter Program.

3.10 Removal of Local Partners. FoodRoutes Network may, at its discretion, propose that the Advisory Committee remove a Local Partner in an area not currently managed by a Local Chapter or Regional Chapter Affiliate. Local Partners established through a Regional Chapter Affiliate and/or Local Chapter may be removed at the Regional Chapter Affiliate and/or Local Chapter's discretion.

* In the case of any removal procedure, the removed entity has the right to an appeal with the national advisory board.

3.11 Amendment of the Master Agreement. Amendments to this Master Agreement must be approved by a majority of the Advisory Board.

3.12 Private Benefit. No individual or entity may use the Chapter Program for private benefit. Any individual or entity providing goods or services to the Chapter Program may receive fair compensation in return, and it is hoped that many individuals, entities and communities will benefit indirectly from the general success of the Chapter Program. However, no funds or other resources of the Chapter Program may be used to subsidize the activities of any individual or any entity other than a charitable organization. All expenditures of Chapter Program resources and all use of Chapter Program assets, including intellectual property, must either (1) serve the charitable purposes of FoodRoutes Network and any relevant Regional Chapter Affiliate or Local Chapters, or (2) be made in exchange for goods or services of equal value or better.

3.14 Counterparts. This Master Agreement may be signed in any number of separate originals, each of which shall be delivered to FoodRoutes Network.

The undersigned organization hereby indicates that it enters this Master Agreement after due consideration and proper authorization by its governing body.

Jersey City Division of Planning
Print name of organization

Address:
30 Montgomery St, Suite 1400
Jersey City NJ 07302

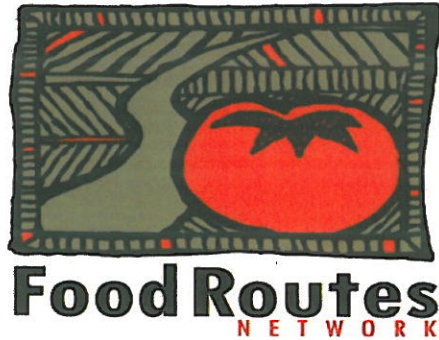
E-Mail

tanyam@jcnj.org

By: Tanya M. Starter 8-12-11
Sign *Date*

Tanya Marions-Starter
Print name
Senior Planner
Print title

Jessica Greenblatt Seeley
FoodRoutes Network
439 Phinney Drive
Troy, PA 16947
Ph:570-673-3398
jess@foodroutes.org



Date: 8/10/11

To: Tanya R. Marione-Stanton, AICP
Senior Planner
Division of City Planning
30 Montgomery Street, Suite 1400
Jersey City, NJ 07302

From: Jessica Greenblatt Seeley, Deputy Director
FoodRoutes Network
439 Phinney Drive
Troy, PA 16947

RE: Buy Fresh Buy Local Partnership Invoice (Start-up Fee and Dues)

This invoice serves as our official start to the partnership between FoodRoutes Network (a project of the Tides Center) and the Division of City Planning to begin the Buy Fresh Buy Local "Jersey City" Chapter.

An official partnership agreement and memo of understanding has been sent to you outlining the use of the "Buy Fresh Buy Local" brand, which is owned by the FoodRoutes Network. This invoice covers your first year's dues and all start-up costs.

INVOICE: _____ \$1500

Buy Fresh Buy Local Chapter Start-Up- Includes Upon Payment

- Use of BFBL Brand for (annual renewal)
- BFBL Manual (Digital)
- CD ROM's (2) with Power Point Presentation, forms, uses, agreements, samples, adaptable artwork.
- Start-up consulting with FRN Director and mentors approximately 4 hours. (some already may be completed)
- Network support through groupsites and listserves.
- Where Does Your Food Come From? – Media Kit
- Harvesting Support for Locally Grown Food: Manual

PLEASE CALL 570-673-3398 if you have any questions. THANK YOU!

**2011 Memorandum of Understanding
for
the Buy Fresh Buy Local® Chapter Network**



**A Collaborative National Program to Support Local
Food Systems
Local Chapter Agreement
Between**

Jessica G. Seeley, FoodRoutes Network & Tanya Marione-
Stanton, Division of City Planning - Jersey City



This Memorandum of Understanding spells out further terms and conditions of the agreement between **Division of City Planning - Jersey City** and (hereinafter "the *Buy Fresh Buy Local (BFBL)* Local Chapter," the **FoodRoutes Network**, a project of the Tides Center.

The terms of this agreement are as follows:

- A. BFBL Local Chapter is granted the right for the use of their local version of the BFBL chapter brand to involve individuals in the process of expanding markets for locally produced foods, increase the economic viability of small family farms, and to revitalize local food systems, while helping gain support for BFBL Local Chapter's work for local food systems through the BFBL Chapter Program.
- B. BFBL Local Chapter agrees to involve local individuals in the process of expanding markets and establishing and maintaining a local chapter steering committee as outlined in the BFBL Master Agreement for the period of one year (January 1 - December 31) renewable annually.
- C. The geographic region of responsibility for the BFBL Local Chapter's coordination of BFBL Chapter Program includes Jersey City, NJ.
- D. **Attach a list** of all active Local BFBL chapters that you coordinate, along with their contact information (name, address, email, phone). *Not Applicable for Local Chapters.*
NONE
- E. **Attach a List** of 3 things your chapter wants to accomplish in the next 12 months as your 2011 Plan of Action.
- F. Specific terms of use for the customized BFBL label and logo are detailed in the National BFBL Master Agreement and are renewable annually as part of membership in the national BFBL Chapter Affiliate Program.
- G. Applications submitted to FoodRoutes Network from parties interested in developing Local BFBL Chapter in your region will be shared with you as a Local BFBL Chapter Affiliate. The Local Chapter Affiliate has the right to recommend refusal for any application from a group within their geographic region of responsibility with good reason. FoodRoutes holds the right to redistrict the region should the Local Chapter Affiliate become unable to service its region.

2011 Memorandum of Understanding for the Buy Fresh Buy Local® Chapter Network

H. As a partner in FoodRoutes BFBL Chapter Affiliate Program, BFBL Local Chapter will receive the following FRN tools, resources, and technical assistance services to assist in the development and piloting of their BFBL Chapter Affiliate Program:

2011 membership in national BFBL Chapter Affiliate Program as a BFBL Local Chapter (valued at \$5,000): which includes but not limited to the following:

- o License use of the BFBL Brand for 1-year
- o Continued use and updates of BFBL Brand Program: which includes campaign case studies from partners throughout the country; tip sheets on campaign development, working with different market outlets, communications, etc; sample fundraising proposals; sample campaign membership materials; and BFBL Press Kit and other materials as available.
- o Updates for the BFBL partner power-point presentation for use in recruiting partners, raising funds, and/or presenting to the public
- o FRN BFBL Trademarked Graphics package:
- o Technical Assistance and networking opportunities with all BFBL chapters nationally via bi-monthly telephone conference, e-mails, newsletter, list serve forum, and a national link to individuals through our "Ask Food Lovin' Bob" program.
- o Invitation to participate at the FoodRoutes National Gathering
- o Buy Fresh Buy Local national publicity through links from www.foodroutes.org web sites and national partnerships
- o One-on-one Chapter development assistance and fund raising consultations. (Specific activities between FRN and Chapter Affiliates outside of phone conversations will be added as addendums to this MOU)
- o Opportunity to participate in fundraising and educational programs.
- o Assistance in developing a Chapter Steering committee

I. As Local BFBL Chapter you agree to fulfill the functions of a "BFBL Local Chapter" as outlined in the Master Agreement in addition to fulfilling the following required Annual Dues responsibilities outlined as follows:

- Acknowledge both BFBL Regional Chapter Affiliate and FoodRoutes Network as partner in **all printed** materials using FoodRoutes Logo and website www.foodroutes.org
- Produce BFBL branded promotional materials as specified in Master Agreement
- Submit brief final report on 2010 chapter activities, including data above and summary of chapter activities, highlights, challenges, and types of marketing support/materials made available to constituent farmers by January 15, 2011.

J. In-Kind Support

In addition to a cash payment of \$500 annually to FoodRoutes Network, in order to stay in good

**2011 Memorandum of Understanding
for
the Buy Fresh Buy Local® Chapter Network**

standing in the Chapter Affiliate Program, BFBL Local Chapter must annually accumulate and contribute \$2,500 worth of in-kind service to the national chapter collective. If BFBL Local Chapter cannot collect \$2,500 worth of value items, FoodRoutes may levy cash dues. Year 1 Chapters are not held to this requirement.

The undersigned organization hereby indicates that it enters this Memorandum of Understanding after due consideration and proper authorization by its governing body.

Division of City Planning - Jersey City

Print Name: <u>Tanya Marione-Stanton</u>	Print Name: _____
Title: <u>Senior Planner</u>	Title: _____
Signature: <u>Tanya Marione-Stanton</u>	Signature: _____
Date: <u>8-12-11</u>	Date: _____

Print and sign this agreement and mail to the address below. If you wish to have the final signed agreement mailed back to you (with FRN's signature), please send 2 original copies.

Did you remember to:

- Sign and date at least 1 original?
 - Attach payment?
- Complete Part C: Geographic Region?
- Complete Part D: List of Local chapters in your region? *NA for Local Chapters*
- Complete Part E: Plan of Action?

FoodRoutes Network/Office Use Only:
Print Name: _____
Signature: _____
Date: _____

FoodRoutes Network a Project of the Tides Center
439 Phinney Drive
Troy, PA 16947

Phone:
570-673-3398
E-Mail:
jess@foodroutes.org
www.foodroutes.org

Jersey City Buy Fresh Buy Local Chapter

2011 Plan of Action

- 1) Host Chapter Kick-Off – October 22nd**
- 2) Nominate and register 3-5 restaurants as Chapter members**
- 3) Nominate and register 3-5 farmers markets/CSAs/Co-ops as Chapter members**
- 4) Publish first annual Jersey City Buy Fresh Buy Local Guide Online and hard copy**