

# **Nebraska Craft Brewery Board Annual Report 2023**

**For information contact:**

**Nebraska Department of Agriculture  
P.O. Box 94947  
Lincoln, NE 68509  
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**BOARD  
OF  
DIRECTORS**



# Nebraska Craft Brewery Board

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# **VISION, MISSION GOALS AND OBJECTIVES**



# Nebraska Craft Brewery Board

**Vision:** Grow the agricultural diversity and economic development impact of the Nebraska brewing industry.

**Mission:** Work in collaboration towards a profitable, sustainable future that advances the interests of Nebraska’s growers, brewers, distributors, retailers and allied trade. Promote and market “Grow Local, Brew Local, Buy Local.” Support advocacy, business development, education and research that will enhance the economic condition of the agriculture and brewery industry in the state of Nebraska.

Goal	Objective	Action Steps
Organizational Development of Nebraska Craft Brewery Board	<p>Develop a strategic plan</p> <p>Organize, set NCBB goals and priorities for the next three years and establish time frames to for accomplishment</p> <p>Develop/implement action plan to establish/refine processes and procedures, public awareness and accomplishments that support and are consistent with strategic goals</p> <p>Identify duties and responsibilities of the NCBB</p> <p>Provide report and update of activities and accomplishments</p>	<ul style="list-style-type: none"> <li>• Establish vision, mission and board goals</li> <li>• Establish objectives, action steps and prioritize</li> <li>• Identify metrics to measure success of the goals</li> <li>• Track projects, tasks, timelines, etc.</li> <li>• Create NCBB logo, brand and messaging</li> <li>• Market and promote the beer industry in Nebraska</li> <li>• Market and promote agricultural products and their byproducts grown and produced in Nebraska for use in the beer industry</li> <li>• Develop and maintain programs for the research and advancement of the beer brewing process.</li> <li>• Fund programs and experts in the field of beer brewing and business development</li> <li>• Create public benefit through the development of new job opportunities in Nebraska beer Industry</li> <li>• Establish a public forum for manufacturer or producer to discuss board policies and procedures</li> <li>• Keep minutes, books and records</li> <li>• Authorize/approve expenditure of funds collected</li> </ul>

Goal	Objective	Action Steps
		<ul style="list-style-type: none"> <li>• Serve as advisory panel to Nebraska Liquor Control Commission</li> <li>• Adopt and promote rules and regulations</li> </ul>
<p>Maintain and Enhance Financial Viability and Revenue of the Craft Brewery Board</p>	<p>Develop financial plan</p> <p>Review and approve the fiscal reports</p> <p>Increase awareness; buy-in 100% of brewers</p> <p>75% of the funds granted/25% reserved</p> <p>Explore other funding sources</p>	<ul style="list-style-type: none"> <li>• Publish an annual report on or before January 1</li> <li>• Collect/compile reports for board-funded projects</li> <li>• Explore additional funding sources; and identify matching funds (i.e. grants; Hop Association, CBA, Distributors)</li> <li>• Analyze other state-based organizations/non-profit membership associations</li> </ul>
<p>Market and promote the beer industry in Nebraska.</p>	<p>Stimulate local economy development and tourism by highlighting Brewers and industry</p>	<ul style="list-style-type: none"> <li>• Develop Brewer Tourism strategy</li> <li>• Identify current brewers/growers, in clustered tourism areas</li> <li>• Explore existing marketing tools available</li> <li>• Develop and maintain website</li> <li>• Develop brand recognition for Nebraska beer</li> <li>• Create promotional materials, brochures, displays</li> <li>• Coordinated marketing and advertising campaigns that promote and highlight Nebraska craft brewer's talent and locally sourcing efforts</li> <li>• Advertise at tradeshows/festivals/brewery tours</li> </ul>
<p>Market, promote and diversify agricultural products and their byproducts</p>	<p>Stimulate local economy development and tourism by highlighting Growers and industry</p>	<ul style="list-style-type: none"> <li>• Develop grower tourism strategy</li> <li>• Identify current brewers/growers, in clustered tourism areas</li> <li>• Explore existing marketing tools available (NDA, SARE, partner with UNL)</li> </ul>

<b>Goal</b>	<b>Objective</b>	<b>Action Steps</b>
grown and produced in Nebraska for use in the beer industry.	<p>Explore USDA tourism/value added agriculture grants</p> <p>Look into export opportunities</p> <p>Growers</p> <ul style="list-style-type: none"> <li>• Yeast</li> <li>• Barley</li> <li>• Wheat</li> <li>• Hops</li> <li>• Honey</li> <li>• Fruit</li> </ul>	<ul style="list-style-type: none"> <li>• Develop/maintain website; FAQ's for growers</li> <li>• Develop brand recognition for Nebraska growers</li> <li>• Create promotional materials, brochures, displays</li> <li>• Coordinated marketing and advertising campaigns that promote and highlight Nebraska craft brewer's talent and locally sourcing efforts</li> <li>• Advertise at tradeshow/festivals/harvest tours</li> </ul>
Develop and maintain programs for the research and advancement of the beer brewing process.	<p>Improve quality, efficiency and profits through education and collaboration</p> <p>Fund research projects – share research with public</p> <p>Support Nebraska Brewer and Grower Conferences and Trade Shows</p>	<ul style="list-style-type: none"> <li>• Support production research projects that build support and knowledge for brewing beer (i.e. workshops, classes, certification, etc.)</li> <li>• Research yeast development</li> <li>• Research hop variety development conducive to midwest growing region</li> </ul>
Identify experts in the field of beer brewing and business development.	<p>Maintain and increase partnerships in the Industry. Build deeper insight and knowledge about supply chain</p> <p>Understand how each link affects the other</p> <ul style="list-style-type: none"> <li>• Breeding Programs/Growers/Processing</li> <li>• Distribution</li> <li>• Breweries</li> <li>• Feedback/Forecasting</li> </ul>	<ul style="list-style-type: none"> <li>• Define industry needs/develop cost effective strategies to improve value/benefits to all members</li> <li>• Develop FAQ/Brochure for brewers and growers (entering the business, equipment needs, what to avoid, challenges, requirements, NLCC)</li> <li>• Identify mentors in the Nebraska and Midwest industry</li> <li>• Engage with UNL/Extension, NHGA, NCBG, NDA and other entities/organizations that impact Nebraska beer industry</li> </ul>

Goal	Objective	Action Steps
	<ul style="list-style-type: none"> <li>• Sales/Supply Management</li> <li>• Plan/procurement</li> </ul>	
<p>Create public benefit through the development of new job opportunities in Nebraska beer industry</p>	<p>Job Creation:</p> <ul style="list-style-type: none"> <li>• Brewery production</li> <li>• Taproom/ restaurants</li> <li>• Distribution</li> <li>• Agriculture production</li> <li>• Processing production</li> <li>• Allied trade</li> <li>• Retailers</li> </ul>	

# **REQUEST FOR PROPOSALS**







# NEBRASKA

CRAFT BREWERY BOARD

April 11, 2023

FOR IMMEDIATE RELEASE

Contact: Josh Christensen  
[josh@christensenhops.com](mailto:josh@christensenhops.com)

## **Nebraska Craft Brewery Board Seeks Project Proposals**

LINCOLN—To help grow the state’s hop and craft brewery industry, the Nebraska Craft Brewery Board is seeking project proposals from growers, industry organizations, state and local agencies, educational groups and others. This year, the Board anticipates allocating \$120,000 to fund research, development and marketing projects. The deadline to submit project proposals is April 30, 2023.

“Unique tastes and local connections make craft beers a popular choice in Nebraska and help drive the craft brewery industry forward,” said Josh Christensen, Chair of the Nebraska Craft Brewery Board. “Craft breweries are good business for local communities in Nebraska as they create jobs, tax revenue and tourism. These grants represent a big opportunity for those interested in growing Nebraska’s craft beer industry.”

In Nebraska, craft breweries are defined as small, independent breweries producing less than 20,000 barrels of beer per year. There are approximately 67 licensed brew pubs and micro-breweries in Nebraska.

The state’s Craft Brewery Board consists of seven members appointed by the Governor. The Board represents different aspects of the craft beer industry including brewers, manufacturers, distributors, consumers, and farmers growing barley and hops.

Those interested in receiving grant funds must submit a detailed proposal for review and approval by the Nebraska Craft Brewery Board. Applications, instructions, program guidelines and performance measures are available online at [craftbreweryboard.nebraska.gov/application-instructions](http://craftbreweryboard.nebraska.gov/application-instructions) and must be submitted by April 30, 2023.

Project proposals must clearly explain how the funds will be used and how they will enhance the competitiveness of Nebraska’s craft beer industry. Grant applicants will be asked to present their projects to the Nebraska Craft Brewery Board at the next meeting, May 18, beginning at 1 p.m.

For more information, contact Casey Foster, Nebraska Department of Agriculture, at 402-471-6857, or by email at [casey.foster@nebraska.gov](mailto:casey.foster@nebraska.gov).

###



**Nebraska Craft Brewery Board  
Request for Proposal Application Instructions  
2023 - 2024 Fiscal Year**

Applications due by **April 30, 2023**

Submit applications via online at <https://tinyurl.com/NCBB2023>.

Questions regarding this grant should be directed to Casey Foster at [casey.foster@nebraska.gov](mailto:casey.foster@nebraska.gov) or (402) 471-6857.

## Introduction

The Nebraska Craft Brewery Board was created to (a) establish a public forum to provide any manufacturer of beer or producer of agricultural products used in the brewing process the opportunity, at least once annually, to discuss with the board its policies and procedures; (b) keep minutes of its meetings and other books and records which will clearly reflect all of the acts and transactions of the board and to make these records available for examination upon request by members of the public; (c) authorize and approve the expenditure of funds collected pursuant to §§53-504; (d) serve as an advisory panel to the Nebraska Liquor Control Commission in all matters pertaining to the beer industry; and (e) adopt and promulgate rules and regulations to carry out §§53-501 to 53-505 of the Nebraska Craft Brewery Board Statute.

The board's revenue originates from fees received from shipping licenses issued to beer manufacturers, gifts, grants, bequests, and any money appropriated by the Legislature. In addition to the annual license fee, each holder of a craft brewery license shall pay an annual fee in the amount of two hundred fifty dollars to the Nebraska Liquor Control Commission or shall opt out of paying the additional fee on forms provided by the Liquor Control Commission. The Nebraska Craft Brewery Board has the power to utilize their revenue to fund projects that are designed to improve and promote Nebraska's craft brewery industry. The board is seeking to fund proposals that will aid in the betterment of this industry.

Interested parties wishing to receive funds must submit a detailed proposal for review and approval by the Nebraska Craft Brewery Board. Proposals must clearly explain how the money will be used and how it will enhance the competitiveness of Nebraska's craft beer industry. This RFP is for the July 1, 2023 – June 30, 2024 fiscal year. All projects approved must be completed by the end of the fiscal year.

The board has developed this grant proposal process to provide all interested parties an opportunity to access these funds. The board's goal is to fund meaningful projects that will develop and maintain programs for the research and advancement of the beer brewing process, the marketing and promotion of the beer industry in Nebraska, and the marketing and promotion of agricultural products and their byproducts grown and produced in Nebraska for use in the beer industry.

## Funding Cap

The maximum grant award will be \$50,000. The board reserves the right to consider larger requests for projects with exceptional merit.

## Grant Eligibility

Proposals should be initiated by individual growers, organizations, industry groups or academic institutions, or should involve collaboration or partnerships between producers, industry groups, academics, or other organizations. **Projects must benefit**

**the entire craft brewery industry and not a particular business venture.** Applicants may cooperate with any public or private organization involving agricultural development, research, and/or marketing to enhance Nebraska's craft brewery industry. If two or more individuals or organizations propose a joint project, they may submit one application as co-applicants. Applicants proposing joint projects are not required to form a legal entity but must show in their application how the project potentially impacts and produces measurable outcomes for the beer or producer of agricultural products used in brewing and/or the public. **All outcomes and records, resulting from a funded project, must be available for examination upon request by members of the public.**

Examples of enhancing the competitiveness of Nebraska's craft brewery industry include but are not limited to: research, promotion, marketing, nutrition, trade enhancement, food safety, food security, education, increased consumption, increased innovation, environmental and conservation concerns, improved efficiency and reduced costs of distribution systems, product development, and developing cooperatives.

### **Program Policies**

The Nebraska Craft Brewery Board reserves the right to:

- Reject any or all proposals received;
- Request additional information on project proposals;
- Recommend partial funding for a proposal that may be less than the full amount requested in the grant application;
- Tie the release of project funds to completion of necessary, timely progress reports.

### **Funding Allocation**

Projects funded during this next fiscal year will be valid upon the respective party's signature to an agreement with the Nebraska Department of Agriculture and the party incurring an obligation of funds for the project on or after July 1, 2023, and prior to June 30, 2024. Invoices shall be presented to the Department of Agriculture from which payment shall be made. A final report of the project will be provided to the Board and the Department of Agriculture. There will be no funding match requirement of applicants, although priority may be given to those projects that show in-kind and additional cash commitment to supplement the funding request. **Please note that funding for projects are subject to legislative appropriations and funding being available.**

#### ***Proposals will NOT fund the following expenses:***

- Paying off existing debt;
- Purchase of equipment, land, or buildings;
- Business entertainment or business gifts; and
- Lobbying or political efforts.

## **Grant Proposal Review and Selection**

Grant applications will be reviewed and decided upon by the Nebraska Craft Brewery Board with input from related entities. The Nebraska Craft Brewery Board will make the final decision.

## **Questions and Scoring Criteria**

There will be 100 points possible, which is outlined below.

### **A. Applicant Contact Information**

1. Name of organization applying.
2. Name of applicant whose name should be used on all correspondence. Include contact information (address, phone, and e-mail) for one individual. This person should also be the one who will appear on a grant agreement and who will be responsible for tracking and accounting for project funds and ensuring the completion of the project.

### **B. Project Title**

Provide a descriptive project title in 15 words or less.

### **C. Abstract of Proposed Project**

Abstract of 200 words or less for the proposed project.

### **D. Listing of all other individuals, entities, organizations, or businesses involved with the project.**

### **E. Area of Focus**

Select the most appropriate area of focus for the proposed project.

- Research and Development
- Education
- Promotion

### **F. Length of Project**

All projects will begin no earlier than July 1, 2023, and end no later than June 30, 2024. There is no penalty if projects end prior to June 2024.

**G. Project Purpose (5 points)**

In one or two paragraphs, clearly state the specific issue, problem, interest, or need to be addressed. Explain why your project is important and timely. Indicate the amount of time needed to complete the project. The project must benefit the entire craft brewery industry in general and not a particular business venture.

**H. Goals (5 points)**

Describe the overall goal(s) of the project in one or two sentences.

**I. Potential Impact (10 points)**

In one page or less, discuss the number of people or operations affected, the intended beneficiaries of the project, and/or potential economic impact, if data from the project are available.

**J. Work Plan (45 points)**

Describe your proposal and its expected benefit to the Nebraska craft brewery industry. Explain how each goal and measurable outcome will be accomplished. The measurable outcomes must list the elements that will be monitored or evaluated, by whom, how often and for how long? Expected measurable outcomes may be long term and exceed the grant period. If so, provide a time frame when long term outcome measures will be achieved.

The major considerations here are:

- *Does the project benefit the entire craft brewery industry and not a particular business venture?*
- *Can project benefits be measured, reported, and tracked over time?*
- *Does the project provide an overall economic benefit to Nebraska's craft brewery industry?*
- *Does the project make good business sense, and does it have a high likelihood of success?*
- *Are the expected benefits of the proposal commensurate with total investment?*

Other considerations will be given to:

*Does the project contribute to a positive image of Nebraska craft brewery products?*

- *Does the project provide educational benefits to the public about Nebraska craft brewery products?*

**K. Project Commitment (10 points)**

Describe the partnerships, alliances, networks, or other collaborative efforts that will be created to implement this project. List all parties involved and describe what each contributes in skills and abilities to make this proposal succeed and work toward the goals and outcomes, as well as the commitments for each party (in-kind, monetary, labor, etc.).

Major consideration will be given to whether:

- *The project involves collaboration and enables the craft brewery industry to achieve collective results that benefits the entire industry, not a particular business venture;*
- *The applicant demonstrates commitment by way of in-kind time, resources, or other means.*

**L. Financial Feasibility (25 points)**

This question requires a standard budget outline. How do you intend to use the grant funds? Provide a breakdown of the components of the proposal and where the grant funds fit into the overall project financing. Prioritize funding needs, if possible. Provide budget estimates for the total project cost. List the amount of funds to use for the project. This information will provide assurance that you will have sufficient resources to meet project goals.

Major consideration will be given to whether:

- *The project makes good business sense according to the proposed expenses and activities noted in the budget;*
- *The budget supports the anticipated benefits and whether the benefits are commensurate with the total project financing;*
- *The project coordinating entity has a process in place to track and account for grant fund expenditures;*
- *Budget line item expenses could include costs associated with personnel, travel, equipment, supplies, and/or contracted work; and*
- *Accounting and project records can be readily retrieved and reported.*



## Budget Example

Type	Nebraska Craft Brewery Board Funds	Applicant Contributions (In-Kind or Cash)	Total	Purpose
Personnel	\$1,000	\$500	\$1,500	75 hours @ \$20 per hour by John Doe
Fringe Benefits	\$320	\$160	\$480	32% FTE
Travel	\$131	\$0	\$109	200 miles @ \$0.655/mile
Supplies	\$700	\$0	\$700	Trellis supplies, chemicals, and hop plants needed for research plot
Contractual	\$2,000	\$1,000	\$3,000	XYZ laboratories for analysis
Other	\$400	\$0	\$400	Cost of publishing the results of the project
<b>Total</b>	<b>\$4,551</b>	<b>\$1,660</b>	<b>\$6,211</b>	

**M. Signed Agreements Page**

**Agreement:**

I/we the undersigned applicants hereby make an application for Nebraska Craft Brewery Board funds, under the terms and conditions of the Nebraska Department of Agriculture, as requested above. We hereby warrant to the Nebraska Craft Brewery Board that, to the best of my/our knowledge, all information presented in this grant application is factual and true. I/we understand that if this proposal is funded, I/we will be required to sign a grant agreement and other necessary documentation containing terms and conditions upon which funds will be released. I/we understand that I/we will be required to submit a final report at the completion of the project as a condition to receiving grant funds.

Name of Applicant: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

# **MEETING MINUTES**



**Nebraska Craft Brewery Board Meeting  
Nebraska Department of Agriculture  
301 Centennial Mall South  
Lincoln, NE 68508  
February 23, 2023  
1:00 p.m. – 4:00 p.m.  
<https://tinyurl.com/FebCBB>**

**I. Call to Order**

**Attendance: Zac Triemert, Casey Foster, Josh Christensen, Brianne Schuler, Karen Kollars, Ryan Penke, Nikolai Knezovich, Eric Schafer**

**Absent: Mark Kraus, Anthony Gillick**

**II. Approve Agenda**

**Zac moves to approve. Josh seconds. Roll call vote approval unanimous -- Public notice about this meeting was published in the Grand Island Independent, Kearney Hub, North Platte Telegraph, Norfolk Daily News, Beatrice Daily Sun, and Star Herald**

**III. Approve Meeting Minutes from 5-12-22 meeting.**

**Roll call vote approval unanimous**

**IV. Project Updates**

- 1. Nebraska Craft Brewers Guild Website Design & App Development, Brianne**
  - a. Still working on it. Getting closer to being up and running**
- 2. Nebraska Craft Brewers Guild Social Media Management, Brianne**
- 3. Executive Director Salary, Nebraska Craft Brewers Guild, Brianne**
- 4. Nebraska Craft Brewers Guild 2022 Drink Local Marketing Campaign, Brianne**
- 5. Creation of a Brewing focusses Undergraduate Minor at UNL and a Craft Brewing Industry Career Workshop, Terry Howell**
- 6. Nebraska Hop Growers Director update, Courtney Fegter**
- 7. Beer Me: Nebraska Beer is Better Than Yours, Brandon Bell, Sophie Mitchell**

**V. Discuss 21-22 Fiscal Report**

**Kevin Shearman provided update**

**Roll call vote approval unanimous**

**VI. Discuss Jan 23 Fiscal Report**

**Kevin Shearman provided update  
Roll call vote approval unanimous**

**VII. RFP Review and 2023 application process**

**Zac gave review, application for grants open until April 1. Casey showed example of application and detailed application process.**

**Roll call vote to approve RFP and application process approval unanimous**

**VIII. Board Executive Member Elections**

**Chair: Josh Christensen**

**Vice Chair: Eric Schafer**

**Secretary: Anthony Gillick**

**Roll Call vote to approve unanimous**

**IX. Set time for next meeting**

**Meeting time set for May 18, 2023 1:00 p.m. to be held virtually.**

**X. Adjourn**

**Roll Call vote to approve unanimous.**

**Nebraska Craft Brewery Board Meeting**  
**Nebraska Department of Agriculture**  
**245 Fallbrook Boulevard, Suite #200**  
**Lincoln, NE 68521**  
**May 23, 2023**  
**1:00 p.m. – 3:00 p.m.**  
<https://tinyurl.com/CBB0523>  
**Password: 2023**

- i. **Call to Order**  
**Attendance: Zac Triemert, Casey Foster, Andrew Gillick, Josh Christensen, Brianne Schuler, Curt Weller, Nikolai Knezovich, Karen Kollars, Murray Miller, Brandon Bell, Keenan Amundsen, Courtney Fegler, Ryan Penke, Terry Howell, Cassi Warren, Andrew Rasmussen, Ashley Dempsey, Kevin Shearman. Excused absence: Mark Kraus. Zac made a motion to call the meeting to order. Andrew seconded. Roll call vote. Unanimous approval. Motion carried.**
- ii. **Approve Agenda**  
**Zac moves to approve. Josh seconded. Roll call vote. Unanimous approval. Motion carried.**
- III. **Public notice about this meeting was published in the Grand Island Independent, Kearney Hub, North Platte Telegraph, Norfolk Daily News, Beatrice Daily Sun, and Star Herald**
- IV. **Approve Meeting Minutes from 2/23/2023 meeting.**  
**Zac motioned to approve. Josh seconded. Roll call vote. Unanimous approval. Motion carried.**
- V. **April Fiscal Report**  
**Ashley and Kevin presented the April fiscal report to the board. It was reviewed. Zac motioned to approve and Josh seconded. Roll call vote. Unanimous approval. Motion carried.**
- VI. **Project reports were presented to the board for the following projects.**

2022 - 23 Fiscal Year			
Grant Proposal Title	Grantee	Project Description	Project Amount
Nebraska Craft Brewers Guild Website Design & App Development	Nebraska Craft Brewers Guild	Redevelopment of the NCBG website including a new look, resource portal, message board, and payment portal	\$30,000

<b>Nebraska Craft Brewers Guild 2022-23 Social Media Management</b>	<b>Nebraska Craft Brewers Guild</b>	<b>Outside marketing agency will manage th NCBG's social media channels and provide graphic design services to promote NCBG events</b>	<b>\$14,000</b>
<b>Executive Director Salary 2022-2023</b>	<b>Nebraska Craft Brewers Guild</b>	<b>Fund the salary of the NCBG's Executive Director to lead, coordinate and facilitate growth of its member breweries, supporters and enthusiasts</b>	<b>\$25,000</b>
<b>Nebraska Craft Brewers Guild 2022 Drink Local Marketing Campaign</b>	<b>Nebraska Craft Brewers Guild</b>	<b>Increase brewery tourism and patronage of Nebraska breweries and cideries via a marketing campaign</b>	<b>\$10,000</b>
<b>Nebraska Beer: Explore the Difference</b>	<b>Lee Enterprises - Omaha World Herald</b>	<b>Educate, demystify, and celebrate the Nebraska craft beer industry to increase the number of consumers drinking and buying Nebraska beers</b>	<b>\$50,000</b>
<b>Creation of a Brewing-focuses Undergraduate Minor at UNL and a Craft Brewing Industry Career Workshop</b>	<b>University of Nebraska - Lincoln</b>	<b>Build an undergraduate academic minor in Fermentation Science an host a craft brewing industry specific workshop that would introduce current undergraduate students to craft brewing related career paths and opportunities in the state of Nebraska</b>	<b>\$23,125</b>



<b>Nebraska Craft Beer Bracket</b>	<b>Sarah Baker Hansen</b>	<b>Create a beer bracket by dividing breweries into regions and seed them into a 64 team tournament that will include a landing page, social media posts, photography, and PR content</b>	<b>\$15,870</b>
<b>Improving the Integrity of Hop Breeding Lines</b>	<b>University of Nebraska - Lincoln</b>	<b>Install a pot-in-pot system at the UNL hop breeding nursery to maintain the genetic purity of new varieties under development.</b>	<b>\$7,777</b>
<b>Nebraska Agricultural Youth Institute</b>	<b>Nebraska Department of Agriculture</b>	<b>Weeklong experience for high school juniors and seniors from across Nebraska to learn more about career opportunities within agriculture. This conference features speakers, workshops, agricultural education, networking with peers and industry leaders, professional development, and leadership experiences.</b>	<b>\$5,000</b>

**VII. Grant proposals were presented to the board for funding consideration. Each applicant presented their application to the board and addressed questions from board members. Below are the decisions the board made regarding each proposal.**

<b>Nebraska Craft Brewery Board Proposals 2023 - 24 Fiscal Year</b>				
<b>Grant Proposal Title</b>	<b>Applicant</b>	<b>Project Description</b>	<b>Amount Requested</b>	<b>Approved for Funding</b>

<b>PROMOTION</b>				
<b>Nebraska Craft Brewers Guild FY23-24 Industry Marketing &amp; Coordinator</b>	<b>Nebraska Craft Brewers Guild</b>	<p>Increase independent local craft beer and cider market share and to increase brewery tourism and patronage of Nebraska breweries and cideries</p> <p>Fund the salary of the NCBG's Marketing Coordinator to develop and maintain marketing materials and campaigns</p>	<b>\$54,997</b>	<b>Yes</b>
<b>Nebraska Tourism Marketing Grant Match</b>	<b>Nebraska Craft Brewers Guild</b>	<p>Full page print advertisement in the 2024 Official Nebraska Travel Guide and features on Visit Nebraska's social media channels</p>	<b>\$3,000</b>	<b>Yes</b>
<b>Nebraska Craft Brewers Guild: Lee Enterprises Media Marketing &amp; KETV Media Marketing</b>	<b>Omaha World-Herald (Lee Enterprises)</b>	<p>Marketing Campaign that aims to increase awareness and recognition of the state's craft brewing industry through a "Best of" contest and branded content</p> <p>Collaborate with KETV on a four video advertising campaign to promote the Nebraska Craft Brewing Industry</p>	<b>\$50,000</b>	<b>Yes</b>

<b>Nebraska Agricultural Youth Institute (NAYI 2023)</b>	<b>Nebraska Department of Agriculture</b>	<b>Weeklong experience for high school juniors and seniors from across Nebraska to learn more about career opportunities within agriculture. This conference features speakers, workshops, agricultural education, networking with peers and industry leaders, professional development, and leadership experiences</b>	<b>\$5,000.00</b>	<b>Yes</b>
<b>NHGA Director</b>	<b>Nebraska Hop Growers Association</b>	<b>Salary for an Executive Director</b>	<b>\$25,000</b>	<b>Yes</b>
<b>NHGA Marketing for Top Hop 2024</b>	<b>Nebraska Hop Growers Association</b>	<b>Marketing of the Top Hop event to consumers in Nebraska and the surround area, along with promotions items for attendees</b>	<b>\$5,000</b>	<b>Yes</b>
<b>Total Promotion Projects</b>			<b>\$142,997</b>	
<b>EDUCATION</b>				
<b>Nebraska Craft Brewers Guild 2024 Brewers Conference</b>	<b>Nebraska Craft Brewers Guild</b>	<b>Provide high-quality continuing education to the members of the Guild and connect industry members across the Midwest region</b>	<b>\$20,000</b>	<b>Yes</b>

<b>Creation of an American Path for Brewing/Career Workshop</b>	<b>University of Nebraska - Lincoln</b>	<b>Design and implement a modular Fundamentals of Beer Brewing and Appreciation course that leverages the already existing 3.5 bbl brewhouse on UNL's Nebraska Innovation Campus</b>	<b>\$17,513</b>	<b>Yes</b>
<b>Total Education Projects</b>			<b>\$37,513</b>	
<b>RESEARCH</b>				
<b>In-field Downy Mildew Screening of Hop Genotypes</b>	<b>UNL</b>	<b>Develop a framework for screening hops breeding lines for downy mildew resistance to efficiently incorporate downy mildew resistance as a breeding objective, and ultimately as a trait in regionally adapted hop cultivars.</b>	<b>\$20,000</b>	<b>Yes</b>
<b>Total Research Projects</b>			<b>\$20,000</b>	
<b>ADMINISTRATIVE</b>				
<b>Printing</b>	<b>NDA</b>	<b>Annual Report</b>	<b>\$200</b>	<b>Yes</b>
<b>Board Meeting Notices</b>	<b>NDA</b>	<b>Legal Notice</b>	<b>\$200</b>	<b>Yes</b>
<b>NDA Administration</b>	<b>NDA</b>	<b>Board administrative duties</b>	<b>\$5,000</b>	<b>Yes</b>
<b>Board Expenses</b>	<b>NDA</b>	<b>Travel reimbursement</b>	<b>\$2,000</b>	<b>Yes</b>
<b>Nebraska Craft Brewery Board Website Subscription</b>	<b>Huntrex</b>	<b>Maintain NCBB website</b>	<b>\$650</b>	<b>Yes</b>
<b>Total Administrative Projects</b>			<b>\$8,050</b>	
<b>GRAND TOTAL APPROVED</b>			<b>\$208,560</b>	

- VII. Zac made a motion to approve the above FY 2023-4 budget. Josh seconded. Roll call vote. Unanimous approval. Motion carried. To view a recording of this meeting and more information as to what was discussed, go to <https://sonvideo.webex.com/webappng/sites/sonvideo/recording/57d2dbe0dbc3103bbe3f00505681855f/playback>.
- VIII. **Board Terms**  
Discussed board members terms being up and that the new terms would be staggered from 1-3 years.
- IX. Next meeting location, date, and time TBD.
- X. Meeting adjourned at 3:00 p.m.



**2022 – 2023**  
**FISCAL REPORT**





**Craft Brewery Board  
Fiscal Report  
July 1, 2022 – June 30, 2023**

Category	FY 22-23 Budget	Budget Updates	June 2023	YTD Total
<b>Beginning Cash Balance</b>	\$ 232,407	\$	\$ 244,065.99	\$ 232,407.47
<b>Revenue</b>				
Brewery Fees	\$ 6,000	\$	\$ 0.00	\$ 7,250.00
Shipper License Fees	119,000		3,000.00	123,250.00
Investment Interest	2,200		513.77	4,583.03
<b>Total Revenue</b>	\$ 127,200	\$ 0	\$ 3,513.77	\$ 135,083.03
<b>Total Available Cash</b>	\$ 359,607	\$ 0	\$ 247,579.76	\$ 367,490.50
<b>Expenditures</b>				
<b>Administrative</b>				
Printing (Annual Report)	\$ 200	\$	\$ 0.00	\$ 290.21
Board Meeting Notices	200		56.65	132.78
NE Craft Brewery Board Website	650		0.00	650.00
NDA Administration	5,000		486.17	5,000.00
Board Expenses	2,000		0.00	0.00
Awards	0		0.00	0.00
Subtotal	\$ 8,050	\$ 0	\$ 542.82	\$ 6,072.99
<b>Promotion</b>				
Drink Local Marketing Campaign	\$ 10,000	\$	\$ 0.00	\$ 10,000.00
NCBG Executive Director Management Expenses	25,000		2,083.33	18,749.97
NCBG Social Media Management	14,000		0.00	14,000.00
NCBG Website Design & App Development	30,000		0.00	27,500.00
Beer Me Nebraska Beer: Explore the Difference	50,000		0.00	35,070.00
Nebraska Craft Beer Bracket	15,870		0.00	0.00
NAYI (2022)	5,000		0.00	5,000.00
NHGA - Website & Top Hop Event	10,000	10,000.00	0.00	149.60
NHGA - Executive Director	12,500	12,500.00	0.00	6,250.02
Subtotal	\$ 172,370	\$ 0	\$ 2,083.33	\$ 116,719.59
<b>Education</b>				
Creation of an Academic Path for Brewing/Career Workshop	\$ 23,125	\$ 0	\$ 4,402.76	\$ 4,402.76
Subtotal	23,125	0	4,402.76	4,402.76
<b>Research</b>				
Improving Integrity of Hop Breeding Lines	\$ 7,777	\$	\$ 0.00	\$ 0.00
Subtotal	\$ 7,777	\$ 0	\$ 0.00	\$ 0.00
<b>Prior Fiscal Year Obligations</b>				
Improving Integrity of Hop Breeding Lines	\$ 1,972	\$	\$ 0.00	\$ 1,972.03
Board Meeting Notices	16		0.00	16.24
NCBG Executive Director Management Expenses	4,167		0.00	4,166.63
Subtotal	\$ 6,155	\$ 0	\$ 0.00	\$ 6,154.90
<b>Unobligated</b>	\$ 17,500	\$ (22,500)	\$ 0.00	\$ 0.00
<b>Total Expenditures</b>	\$ 234,977	\$ (22,500)	\$ 7,028.91	\$ 133,350.24

Adjustment to Fund Balance				(6,410.59)	0.00
<b>Ending Cash Balance</b>	\$	124,631	\$	\$ 234,140.26	\$ 234,140.26

\*The ending cash balance is 100% invested in the short-term investment pool.

Percent of Fiscal Year Elapsed:	100%
FY 21-22 Revenue to Date:	\$ 136,976.32
FY 21-22 Expenditures to Date:	\$ 118,149.23

# **CONTRACTS**



**AGREEMENT**  
**BETWEEN THE**  
**NEBRASKA DEPARTMENT OF AGRICULTURE**  
**AND THE**  
**NEBRASKA CRAFT BREWERS GUILD**  
**#18-13-330**

This Agreement is entered into by and between the Nebraska Department of Agriculture, (hereafter “Department”) and the Nebraska Craft Brewers Guild, (hereafter “NCBG”).

**PURPOSE:** The purpose of this Agreement is to provide funding, as authorized by the Nebraska Craft Brewery Board, to NCBG for an Executive Director position to conduct marketing activities to assist in the betterment of Nebraska’s craft beer industry and the industries that support it.

**AUTHORITY:** This Agreement is being entered into pursuant to the Nebraska Craft Brewery Board, (hereafter “Board”) statutes, Neb. Rev. Stat. §§53-501 to 53-505 which provides for the Nebraska Beer Industry Promotional Fund to be used by the Department at the direction of, and in cooperation with, the board. The fund is designed to develop and maintain programs for the research and advancement of the beer brewing process, the marketing and promotion of the beer industry in Nebraska, and the marketing and promotion of agricultural products and their byproducts grown and produced in Nebraska for use in the beer industry.

The Board has conducted a public board meeting and directed the Department to provide funds to NCBG.

THEREFORE, in consideration of the covenants herein contained, it is agreed by and between the parties hereto as follows:

**A. DESCRIPTION OF WORK**

1. NCBG agrees to the following:
  - a. Utilize funds to provide partial funding of the salary of an Executive Director who will lead, coordinate, and facilitate growth of its member breweries, supporters, and enthusiasts. The Executive Director will also engage and collaborate with industry partners and other organizations to

create dynamic events and festivals highlighting Nebraska craft beer and represent the craft brewing industry during outside conferences, festivals, and other appropriate events.

- b. The Executive Director will increase engagement in the craft brewing industry, promote the industry on a state and national level, educate the public about craft brewing in the state, and increase awareness of the importance of supporting local craft beer products. The funds will specifically be used to partially pay for the Executive Director's salary, benefits, and operating supplies and expenses.
- c. Provide a written final report to the Department by July 15, 2023, describing the results of the project and the use of funds to be made public by the Board.
- d. Perform described work from July 1, 2022, through June 30, 2023.

#### B. ALLOWABLE COSTS and PAYMENTS

- 1. The Department shall provide a sum of up to twenty-five thousand dollars (\$25,000) from the Nebraska Beer Industry Promotional Fund to NCBG upon both parties signing this Agreement and NCBG incurring an obligation;
- 2. Final NCBG billing shall be received no later than July 15, 2023;
- 3. The source of funding for this Agreement is the Nebraska Beer Industry Promotional Fund. Payment is contingent upon funding availability;
- 4. NCBG specifically agrees that funds provided under this Agreement shall be used only for the project and purpose enumerated herein; and
- 5. Any funds paid to NCBG under this Agreement and not fully utilized and earned pursuant to this Agreement during the Agreement period shall be returned to the Department.

#### C. AGREEMENT PERIOD

The term of this Agreement is from **July 1, 2022, to July 15, 2023**, unless sooner terminated or completed as provided for in Section D.

#### D. AGREEMENT PROVISIONS

1. Termination: This Agreement may be terminated, at any time, upon mutual written consent of the parties, or by either party, with or without cause, upon thirty (30) days written notice to the other party. In the event of termination, the Department shall be under no further obligation to NCBG, except that the Department shall pay NCBG for the cost of services provided up to the date of termination, subtracting any additional costs caused by NCBG's termination.
2. Project Completion: The project will be deemed to be complete when to the Department's satisfaction the NCBG completely and fully performs as outlined in Section A, or when funding is no longer available, whichever occurs first.
3. Complete Understanding: This Agreement incorporates the complete understanding of the parties. Any modification of the Agreement shall be in writing and executed by each party to be valid.
4. Relationship of Parties: The relationship of the Department and the NCBG under this Agreement shall be that of principal and independent contractor. It is understood by both the Department and the NCBG that neither the NCBG nor the Executive Director is an employee of the Department and that the Department assumes no responsibility beyond those specifically stated in this Agreement.
5. Assignable: This Agreement is not assignable without the express written approval of the Department.
6. Governing Law: This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the Department regarding this Agreement shall be brought in the State of Nebraska administrative or judicial forums as defined by Nebraska State law.
7. Indemnification:
  - a. General. The NCBG, to the extent allowable by Nebraska State Law, agrees to defend, indemnify, hold, and save harmless the Department and its employees, volunteers, agents, and its appointed officials (hereafter "the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature,

including investigation costs and expenses, settlement costs, and attorney fees and expenses (hereafter "claim"), sustained or asserted against the Department, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the NCBG, its employees, subcontractors, consultants, representatives, and agents, except to the extent such liability is attenuated by any action of the Department which directly and proximately contributed to any claim. The obligation to indemnify shall survive the expiration or termination of this Agreement;

- b. Personnel. The NCBG shall, to the extent allowable by Nebraska State Law, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the NCBG.
- 8. Authority to Enter Agreement: The NCBG warrants the individual signing this Agreement has the legal power, right, and authority to enter into this Agreement and to bind NCBG accordingly.
  - 9. Attorney's Fees: In the event of any litigation, appeal, or other legal action to enforce any provision of this Agreement, the NCBG agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the Department is the prevailing party.
  - 10. Severability: If any term or condition of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
  - 11. Penalty for Breach: In the event that the NCBG fails to perform any substantial obligation under this Agreement, the Department may withhold all monies due and payable to the NCBG, without penalty, until such failure is cured or otherwise adjudicated.

#### E. RECORDS AND WORK PRODUCT PROVISIONS

- 1. Records Available: The books of account, files, and other records of the NCBG which are applicable to this Agreement shall be made available in the State of Nebraska for inspection, review, copying,



and audit by the Department and its representatives to determine the proper application and use of all funds paid to and for the account or benefits of the NCBG. All records involving transactions related to this Agreement are to be maintained for a period of five (5) years from the date the term of this Agreement begins. If any litigation or audit is begun, or a claim is instituted involving the Agreement, the NCBG shall retain the records beyond the five (5) year period until litigation, audit findings, or claim has been fully resolved and the Department has agreed that such records do not need to be retained.

2. Auditing Standard: The Department, under the Office of Management and Budget's Uniform Guidance, will utilize a risk-based approach to review federal and state contract dollars expended to subrecipients. This may include the NCBG providing recent audit reports to evaluate prior audit experiences and audit findings; Department review of subrecipient control environment; the Department requiring additional oversight reports; and the NCBG providing copies of invoices detailing how the Department funds were expended.

#### F. COMPLIANCE PROVISIONS

1. Nondiscrimination:
  - a. The NCBG, and any and all subcontractors, shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensations, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin. The NCBG guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of this Agreement. The NCBG shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.
  - b. It is further understood and agreed, that if the NCBG is in violation of this clause, it shall be immediately barred from receiving further funds, unless a satisfactory showing is

made that discriminatory practices have terminated and that a recurrence of such act or action is unlikely.

2. ADA Compliance: All provisions under this Agreement are subject to the Americans with Disabilities Act.
3. Worker's Compensation: The NCBG, and any and all subcontractors guarantee payment of compensation to injured workers according to the Nebraska Worker's Compensation Act which is valid for the life of the Agreement including any extensions of the Agreement.
4. Drug Free: The NCBG, and any and all subcontractors shall have in force during the Agreement period, and available for inspection, a policy regarding a drug-free workplace. The policy shall contain: A statement notifying employees the unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited; the specific actions that will be taken for violating the policy; and a requirement that each employee receive a copy of the policy.
5. Immigration Verification: The NCBG, and any and all subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronics verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of newly hired employees.
6. Early State Agreement Termination or Certification Regarding Debarment: The NCBG certifies that NCBG is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The NCBG further certifies that NCBG has not had an agreement with the State of Nebraska terminated early by the State of Nebraska. If the NCBG has had an agreement terminated early by the State of Nebraska, NCBG shall provide the agreement number, along with an explanation of why the agreement was terminated early. The NCBG also agrees to include the requirements of this paragraph in any and all subcontracts into which it enters. The NCBG shall immediately notify the Department if, during the term of this Agreement, the

NCBG becomes debarred or has an agreement with the State of Nebraska terminated early. The Department may immediately terminate this Agreement by providing the NCBG written notice if the NCBG becomes debarred or if NCBG has an agreement terminated early by the State of Nebraska during the term of this Agreement.

G. COMMUNICATION BETWEEN PARTIES:

All notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally, emailed, or mailed, by U.S. Mail or other mail delivery service, to the addresses set forth herein. Either party may change its email address or mailing address for notification purposes by giving notice of the change and setting forth the new address and the effective date.

For the Department:  
Casey Foster  
Nebraska Department of Agriculture  
PO Box 94947  
Lincoln, NE 68509-4947  
[casey.foster@nebraska.gov](mailto:casey.foster@nebraska.gov)

For NCBG:  
Nathan Hoeft  
First Street Brewing  
119 N St Joseph Ave  
Hastings, NE 68901  
[nathan@firststreetbrewing.com](mailto:nathan@firststreetbrewing.com)

IN WITNESS WHEREOF, the parties executed this Agreement.

DEPARTMENT OF AGRICULTURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Wellman, Director

NEBRASKA CRAFT BREWERS GUILD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nathan Hoeft, President



**AGREEMENT**  
**BETWEEN THE**  
**NEBRASKA DEPARTMENT OF AGRICULTURE**  
**AND THE**  
**NEBRASKA CRAFT BREWERS GUILD**  
**#18-13-465**

This Agreement is entered into by and between the Nebraska Department of Agriculture, (hereafter “Department”) and the Nebraska Craft Brewers Guild, (hereafter “NCBG”).

**PURPOSE:** The purpose of this Agreement is to provide funding, as authorized by the Nebraska Craft Brewery Board, to NCBG to manage NCBG’s social media channels and graphic design services to promote industry related events.

**AUTHORITY:** This Agreement is being entered into pursuant to the Nebraska Craft Brewery Board, (hereafter “Board”) statutes, Neb. Rev. Stat. §§53-501 to 53-505 which provides for the Nebraska Beer Industry Promotional Fund to be used by the Department at the direction of, and in cooperation with, the board. The fund is designed to develop and maintain programs for the research and advancement of the beer brewing process, the marketing and promotion of the beer industry in Nebraska, and the marketing and promotion of agricultural products and their byproducts grown and produced in Nebraska for use in the beer industry.

The Board has conducted a public board meeting and directed the Department to provide funds to NCBG.

THEREFORE, in consideration of the covenants herein contained, it is agreed by and between the parties hereto as follows:

**A. DESCRIPTION OF WORK**

1. NCBG agrees to the following:
  - a. Utilize funds to hire an outside marketing agency to manage the NCBG’s social media channels and graphic design services as needed to promote industry related events including, but not limited to, the Drink Local Marketing Campaign, Golf Scramble, Lagerfest, and other appropriate events as requested.

- b. Provide a written final report to the Department by July 15, 2023, describing the results of the project and the use of funds to be made public by the Board.
- c. Perform described work from July 1, 2022, through June 30, 2023.

**B. ALLOWABLE COSTS and PAYMENTS**

1. The Department shall provide a sum of up to fourteen thousand dollars (\$14,000) from the Nebraska Beer Industry Promotional Fund to NCBG upon both parties signing this Agreement and NCBG incurring an obligation;
2. Final NCBG billing shall be received no later than July 15, 2023;
3. The source of funding for this Agreement is the Nebraska Beer Industry Promotional Fund. Payment is contingent upon funding availability;
4. NCBG specifically agrees that funds provided under this Agreement shall be used only for the project and purpose enumerated herein; and
5. Any funds paid to NCBG under this Agreement and not fully utilized and earned pursuant to this Agreement during the Agreement period shall be returned to the Department.

**C. AGREEMENT PERIOD**

The term of this Agreement is from **July 1, 2022, to July 15, 2023**, unless sooner terminated or completed as provided for in Section D.

**D. AGREEMENT PROVISIONS**

1. **Termination:** This Agreement may be terminated, at any time, upon mutual written consent of the parties, or by either party, with or without cause, upon thirty (30) days written notice to the other party. In the event of termination, the Department shall be under no further obligation to NCBG, except that the Department shall pay NCBG for the cost of services provided up to the date of termination, subtracting any additional costs caused by NCBG's termination.
2. **Project Completion:** The project will be deemed to be complete when to the Department's satisfaction the NCBG completely and

fully performs as outlined in Section A, or when funding is no longer available, whichever occurs first.

3. Complete Understanding: This Agreement incorporates the complete understanding of the parties. Any modification of the Agreement shall be in writing and executed by each party to be valid.
4. Relationship of Parties: The relationship of the Department and the NCBG under this Agreement shall be that of principal and independent contractor. It is understood by both the Department and the NCBG that neither the NCBG nor the Executive Director is an employee of the Department and that the Department assumes no responsibility beyond those specifically stated in this Agreement.
5. Assignable: This Agreement is not assignable without the express written approval of the Department.
6. Governing Law: This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the Department regarding this Agreement shall be brought in the State of Nebraska administrative or judicial forums as defined by Nebraska State law.
7. Indemnification:
  - a. General. The NCBG, to the extent allowable by Nebraska State Law, agrees to defend, indemnify, hold, and save harmless the Department and its employees, volunteers, agents, and its appointed officials (hereafter "the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (hereafter "claim"), sustained or asserted against the Department, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the NCBG, its employees, subcontractors, consultants, representatives, and agents, except to the extent such liability is attenuated by any action of the Department which directly and proximately contributed to any claim. The obligation to indemnify shall survive the expiration or termination of this Agreement;
  - b. Personnel. The NCBG shall, to the extent allowable by Nebraska State Law, at its expense, indemnify and hold

harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the NCBG.

8. Authority to Enter Agreement: The NCBG warrants the individual signing this Agreement has the legal power, right, and authority to enter into this Agreement and to bind NCBG accordingly.
9. Attorney's Fees: In the event of any litigation, appeal, or other legal action to enforce any provision of this Agreement, the NCBG agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the Department is the prevailing party.
10. Severability: If any term or condition of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
11. Penalty for Breach: In the event that the NCBG fails to perform any substantial obligation under this Agreement, the Department may withhold all monies due and payable to the NCBG, without penalty, until such failure is cured or otherwise adjudicated.

#### E. RECORDS AND WORK PRODUCT PROVISIONS

1. Records Available: The books of account, files, and other records of the NCBG which are applicable to this Agreement shall be made available in the State of Nebraska for inspection, review, copying, and audit by the Department and its representatives to determine the proper application and use of all funds paid to and for the account or benefits of the NCBG. All records involving transactions related to this Agreement are to be maintained for a period of five (5) years from the date the term of this Agreement begins. If any litigation or audit is begun, or a claim is instituted involving the Agreement, the NCBG shall retain the records beyond the five (5) year period until litigation, audit findings, or claim has been fully resolved and the Department has agreed that such records do not need to be retained.
2. Auditing Standard: The Department, under the Office of Management and Budget's Uniform Guidance, will utilize a risk-



based approach to review federal and state contract dollars expended to subrecipients. This may include the NCBG providing recent audit reports to evaluate prior audit experiences and audit findings; Department review of subrecipient control environment; the Department requiring additional oversight reports; and the NCBG providing copies of invoices detailing how the Department funds were expended.

## F. COMPLIANCE PROVISIONS

1. Nondiscrimination:
  - a. The NCBG, and any and all subcontractors, shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensations, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin. The NCBG guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of this Agreement. The NCBG shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.
  - b. It is further understood and agreed, that if the NCBG is in violation of this clause, it shall be immediately barred from receiving further funds, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such act or action is unlikely.
2. ADA Compliance: All provisions under this Agreement are subject to the Americans with Disabilities Act.
3. Worker's Compensation: The NCBG, and any and all subcontractors guarantee payment of compensation to injured workers according to the Nebraska Worker's Compensation Act which is valid for the life of the Agreement including any extensions of the Agreement.
4. Drug Free: The NCBG, and any and all subcontractors shall have in force during the Agreement period, and available for inspection,

a policy regarding a drug-free workplace. The policy shall contain: A statement notifying employees the unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited; the specific actions that will be taken for violating the policy; and a requirement that each employee receive a copy of the policy.

5. Immigration Verification: The NCBG, and any and all subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronics verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of newly hired employees.
6. Early State Agreement Termination or Certification Regarding Debarment: The NCBG certifies that NCBG is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The NCBG further certifies that NCBG has not had an agreement with the State of Nebraska terminated early by the State of Nebraska. If the NCBG has had an agreement terminated early by the State of Nebraska, NCBG shall provide the agreement number, along with an explanation of why the agreement was terminated early. The NCBG also agrees to include the requirements of this paragraph in any and all subcontracts into which it enters. The NCBG shall immediately notify the Department if, during the term of this Agreement, the NCBG becomes debarred or has an agreement with the State of Nebraska terminated early. The Department may immediately terminate this Agreement by providing the NCBG written notice if the NCBG becomes debarred or if NCBG has an agreement terminated early by the State of Nebraska during the term of this Agreement.

G. COMMUNICATION BETWEEN PARTIES:

All notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally, emailed, or mailed, by U.S. Mail or other mail delivery service, to the addresses set forth herein. Either party may change its email address or mailing address for

notification purposes by giving notice of the change and setting forth the new address and the effective date.

For the Department:  
Casey Foster  
Nebraska Department of Agriculture  
PO Box 94947  
Lincoln, NE 68509-4947  
[casey.foster@nebraska.gov](mailto:casey.foster@nebraska.gov)

For NCBG:  
Nathan Hoeft  
First Street Brewing  
119 N St Joseph Ave  
Hastings, NE 68901  
[nathan@firststreetbrewing.com](mailto:nathan@firststreetbrewing.com)

IN WITNESS WHEREOF, the parties executed this Agreement.

DEPARTMENT OF AGRICULTURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Wellman, Director

NEBRASKA CRAFT BREWERS GUILD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nathan Hoeft, President



**AGREEMENT**  
**BETWEEN THE**  
**NEBRASKA DEPARTMENT OF AGRICULTURE**  
**AND HUNTREX**  
**#18-13-399**

This Agreement is entered into by and between the Nebraska Department of Agriculture, (hereafter “Department”) and Huntrex, (hereafter “Contractor”).

**PURPOSE:** The purpose of this Agreement is to provide funding, as authorized by the Nebraska Craft Brewery Board, to the Contractor to develop a website for the Nebraska Craft Brewery Board.

**AUTHORITY:** This Agreement is being entered into pursuant to the Nebraska Craft Brewery Board statutes, Neb. Rev. Stat. §§53-501 to 53-505 which provides for the Nebraska Beer Industry Promotional Fund to be used by the Department at the direction of, and in cooperation with, the board. The fund is designed to develop and maintain programs for the research and advancement of the beer brewing process, the marketing and promotion of the beer industry in Nebraska, and the marketing and promotion of agricultural products and their byproducts grown and produced in Nebraska for use in the beer industry.

The Nebraska Craft Brewery Board has conducted a public board meeting and directed the Department to provide funds to the Contractor.

THEREFORE, in consideration of the covenants herein contained, it is agreed by and between the parties hereto as follows:

**A. DESCRIPTION OF WORK**

1. The Contractor agrees to the following:
  - a. Utilize funds to renew the subscription cost for the Nebraska Craft Brewery Board’s website as specified in Exhibit A and attached to this agreement. The web address and domain name is [www.craftbreweryboard.nebraska.gov](http://www.craftbreweryboard.nebraska.gov).
  - b. Provide a written final report to the Department by July 15, 2023, describing the results of the project and the use of funds to be made public by the Nebraska Craft Brewery Board.

- c. Perform described work from July 1, 2022, through June 30, 2023.

**B. ALLOWABLE COSTS and PAYMENTS**

1. The Department shall provide a sum of up to six hundred fifty dollars (\$650) from the Nebraska Beer Industry Promotional Fund to the Contractor upon both parties signing this Agreement and the Contract incurring an obligation;
2. Final Contractor billing shall be received no later than July 15, 2023;
3. The source of funding for this Agreement is the Nebraska Beer Industry Promotional Fund. Payment is contingent upon funding availability;
4. The Contractor specifically agrees that funds provided under this Agreement shall be used only for the project and purpose enumerated herein; and
5. Any funds paid to the Contractor under this Agreement and not fully utilized and earned pursuant to this Agreement during the Agreement period shall be returned to the Department.

**C. AGREEMENT PERIOD**

The term of this Agreement is from **July 1, 2022, to July 15, 2023**, unless sooner terminated or completed as provided for in Section D.

**D. AGREEMENT PROVISIONS**

1. **Termination:** This Agreement may be terminated, at any time, upon mutual written consent of the parties, or by either party, with or without cause, upon thirty (30) days written notice to the other party. In the event of termination, the Department shall be under no further obligation to the Contractor, except that the Department shall pay the Contractor for the cost of services provided up to the date of termination, subtracting any additional costs caused by the Contractor's termination.
2. **Project Completion:** The project will be deemed to be complete when to the Department's satisfaction the Contractor completely and fully performs as outlined in Section A, or when funding is no longer available, whichever occurs first.

3. Complete Understanding: This Agreement incorporates the complete understanding of the parties. Any modification of the Agreement shall be in writing and executed by each party to be valid.
4. Relationship of Parties: The relationship of the Department and the Contractor under this Agreement shall be that of principal and independent contractor. It is understood by both the Department and the Contractor that neither the Contractor nor the Executive Director is an employee of the Department and that the Department assumes no responsibility beyond those specifically stated in this Agreement.
5. Assignable: This Agreement is not assignable without the express written approval of the Department.
6. Governing Law: This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the Department regarding this Agreement shall be brought in the State of Nebraska administrative or judicial forums as defined by Nebraska State law.
7. Indemnification:
  - a. General. The Contractor, to the extent allowable by Nebraska State Law, agrees to defend, indemnify, hold, and save harmless the Department and its employees, volunteers, agents, and its appointed officials (hereafter "the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (hereafter "claim"), sustained or asserted against the Department, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such liability is attenuated by any action of the Department which directly and proximately contributed to any claim. The obligation to indemnify shall survive the expiration or termination of this Agreement;
  - b. Personnel. The Contractor shall, to the extent allowable by Nebraska State Law, at its expense, indemnify and hold harmless the indemnified parties from and against any claim

with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

8. Authority to Enter Agreement: The Contractor warrants the individual signing this Agreement has the legal power, right, and authority to enter into this Agreement and to bind the Contractor accordingly.
9. Attorney's Fees: In the event of any litigation, appeal, or other legal action to enforce any provision of this Agreement, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the Department is the prevailing party.
10. Severability: If any term or condition of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
11. Penalty for Breach: In the event that the Contractor fails to perform any substantial obligation under this Agreement, the Department may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated.

#### E. RECORDS AND WORK PRODUCT PROVISIONS

1. Records Available: The books of account, files, and other records of the Contractor which are applicable to this Agreement shall be made available in the State of Nebraska for inspection, review, copying, and audit by the Department and its representatives to determine the proper application and use of all funds paid to and for the account or benefits of the Contractor. All records involving transactions related to this Agreement are to be maintained for a period of five (5) years from the date the term of this Agreement begins. If any litigation or audit is begun, or a claim is instituted involving the Agreement, the Contractor shall retain the records beyond the five (5) year period until litigation, audit findings, or claim has been fully resolved and the Department has agreed that such records do not need to be retained.
2. Auditing Standard: The Department, under the Office of Management and Budget's Uniform Guidance, will utilize a risk-



based approach to review federal and state contract dollars expended to subrecipients. This may include the Contractor providing recent audit reports to evaluate prior audit experiences and audit findings; Department review of subrecipient control environment; the Department requiring additional oversight reports; and the Contractor providing copies of invoices detailing how the Department funds were expended.

## F. COMPLIANCE PROVISIONS

1. Nondiscrimination:
  - a. The Contractor, and any and all subcontractors, shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensations, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin. The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of this Agreement. The Contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.
  - b. It is further understood and agreed, that if the Contractor is in violation of this clause, it shall be immediately barred from receiving further funds, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such act or action is unlikely.
2. ADA Compliance: All provisions under this Agreement are subject to the Americans with Disabilities Act.
3. Worker's Compensation: The Contractor, and any and all subcontractors guarantee payment of compensation to injured workers according to the Nebraska Worker's Compensation Act which is valid for the life of the Agreement including any extensions of the Agreement.
4. Drug Free: The Contractor, and any and all subcontractors shall have in force during the Agreement period, and available for

inspection, a policy regarding a drug-free workplace. The policy shall contain: A statement notifying employees the unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited; the specific actions that will be taken for violating the policy; and a requirement that each employee receive a copy of the policy.

5. Immigration Verification: The Contractor, and any and all subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronics verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of newly hired employees.
6. Early State Agreement Termination or Certification Regarding Debarment: The Contractor certifies that they is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor further certifies that they have not had an agreement with the State of Nebraska terminated early by the State of Nebraska. If the Contractor has had an agreement terminated early by the State of Nebraska, the Contractor shall provide the agreement number, along with an explanation of why the agreement was terminated early. The Contractor also agrees to include the requirements of this paragraph in any and all subcontracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this Agreement, the Contractor becomes debarred or has an agreement with the State of Nebraska terminated early. The Department may immediately terminate this Agreement by providing the Contractor written notice if the Contractor becomes debarred or if the Contractor has an agreement terminated early by the State of Nebraska during the term of this Agreement.

G. COMMUNICATION BETWEEN PARTIES:

All notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally, emailed, or mailed, by U.S. Mail or other mail delivery service, to the addresses set forth herein. Either party may change its email address or mailing address for

notification purposes by giving notice of the change and setting forth the new address and the effective date.

For the Department:  
Casey Foster  
Nebraska Department of Agriculture  
PO Box 94947  
Lincoln, NE 68509-4947  
[casey.foster@nebraska.gov](mailto:casey.foster@nebraska.gov)

For Contractor:  
Mitch Hunt  
Huntrex LLC  
12020 Shamrock Plaza  
Suite 200  
Omaha, NE 68154  
[mitch@huntrex.com](mailto:mitch@huntrex.com)

IN WITNESS WHEREOF, the parties executed this Agreement.

DEPARTMENT OF AGRICULTURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Wellman, Director

HUNTREX, LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mitch Hunt

Nebraska Craft Brewery Board Website Subscription



Huntrex LLC  
12020 Shamrock Plaza, Suite 200  
Omaha, Nebraska, 68164

PROJECT PROPOSAL

Client Name  
Nebraska Craft Brewery Board  
P.O. Box 94947  
Lincoln, NE 68509

Proposal #	Huntrex Proposal -0196
Proposal Date	05 May 2022

Nebraska Craft Brewery Board Website Subscription

Project Type & Overview	Amount
<p><b>Basic Website Subscription   Charged Yearly</b></p> <p>The Huntrex website subscription fee includes hosting and platform costs, maintenance, technical support and assistance with site updates. You will be provided login information to easily update most aspects of the site independently. Huntrex may periodically review your changes to the website to help maintain content/design quality and a positive visitor experience. Huntrex may contact you with recommendations or directly publish small corrections or enhancements. Additional site changes made by Huntrex after initial site completion will be billed by the hour.</p> <p>The amount to the right is your yearly subscription payment.</p>	650.00
Sub Total	650.00
<b>Total</b>	<b>\$650.00</b>

Terms & Conditions

Huntrex requests a 100% upfront payment prior to the initial construction of this project. Excessive changes or requests by the client may affect project budget and/or scope. Huntrex will communicate alternative solutions if project growth occurs, including moderating scope or amending the budget. Future projects, updates, or other items outside of the scope of this document will be estimated and invoiced separately.

**AGREEMENT**  
**BETWEEN THE**  
**NEBRASKA DEPARTMENT OF AGRICULTURE**  
**AND THE**  
**BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA ON BEHALF OF THE**  
**UNIVERSITY OF NEBRASKA - LINCOLN**

**#18-13-424**

This Agreement is entered into by and between the Nebraska Department of Agriculture, (hereafter "Department") and the Board of Regents of the University of Nebraska on behalf of the University of Nebraska - Lincoln (hereafter "UNL").

**PURPOSE:** The purpose of this Agreement is to provide funding, as authorized by the Nebraska Craft Brewery Board, to Install a pot-in-pot system to maintain the genetic purity of new hop varieties under development.

**AUTHORITY:** This Agreement is being entered into pursuant to the Nebraska Craft Brewery Board, (hereafter "Board") statutes, Neb. Rev. Stat. §§53-501 to 53-505 which provides for the Nebraska Beer Industry Promotional Fund to be used by the Department at the direction of, and in cooperation with, the Board. The fund is designed to develop and maintain programs for the research and advancement of the beer brewing process, the marketing and promotion of the beer industry in Nebraska, and the marketing and promotion of agricultural products and their byproducts grown and produced in Nebraska for use in the beer industry.

The Board has conducted a public board meeting and directed the Department to provide funds to UNL.

THEREFORE, in consideration of the covenants herein contained, it is agreed by and between the parties hereto as follows:

**A. DESCRIPTION OF WORK**

1. UNL agrees to the following:
  - a. Utilize grant funds Install a pot-in-pot system at the UNL hop breeding nursery to maintain the genetic purity of new varieties under development. Funds will primarily pay for supplies and personnel expenses directly associated with this project.

- b. Provide a written final report to the Department by July 15, 2023. The report, which shall describe the results of the project and the use of funds, will be made public by the Board.
- c. Perform described work July 1, 2022, and June 30, 2023.

**B. ALLOWABLE COSTS and PAYMENTS**

- 1. The Department shall provide a sum of up to six thousand six hundred nine dollars and seven cents (\$6,609.07) from the Nebraska Beer Industry Promotional Fund to UNL upon both parties signing this Agreement and UNL incurring an obligation. UNL shall present Interagency Billing Transaction (IBT) invoices to the Department from which payments shall be made.
- 2. Final UNL billing shall be received no later than July 15, 2023.
- 3. The source of funding for this Agreement is the Nebraska Beer Industry Promotional Fund. Payment is contingent upon funding availability.
- 4. UNL specifically agrees that funds provided under this Agreement shall be used only for the project and purpose enumerated herein.
- 5. Any funds paid to UNL under this Agreement and not fully utilized and earned pursuant to this Agreement during the Agreement period shall be returned to the Department.

**C. AGREEMENT PERIOD**

The term of this Agreement is from **July 1, 2022, to July 15, 2023**, unless sooner terminated or completed as provided for in Section D.

**D. AGREEMENT PROVISIONS**

- 1. Termination: This Agreement may be terminated, at any time, upon mutual written consent of the parties, or by either party, with or without cause, upon thirty (30) days written notice to the other party. In the event of termination, the Department shall be under no further obligation to UNL, except that the Department shall pay UNL for the cost of services provided up to the date of termination, subtracting any additional costs caused by UNL's termination.
- 2. Project Completion: The project will be deemed to be complete when to the Department's satisfaction UNL completely and fully

performs as outlined in Section A, or when funding is no longer available, whichever occurs first.

3. Complete Understanding: This Agreement incorporates the complete understanding of the parties. Any modification of the Agreement shall be in writing and executed by each party to be valid.
4. Relationship of Parties: The relationship of the Department and UNL under this Agreement shall be that of principal and independent contractor. It is understood by both the Department and UNL that neither UNL nor any of its employees are an employee of the Department and that the Department assumes no responsibility beyond those specifically stated in this Agreement.
5. Assignable: This Agreement is not assignable without the express written approval of the Department.
6. Governing Law: This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the Department regarding this Agreement shall be brought in the State of Nebraska administrative or judicial forums as defined by Nebraska State law.
7. Indemnification:
  - a. General. UNL, to the extent allowable by Nebraska State Law, agrees to defend, indemnify, hold, and save harmless the Department and its employees, volunteers, agents, and its appointed officials (hereafter "the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (hereafter "claim"), sustained or asserted against the Department, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of UNL, its employees, subcontractors, consultants, representatives, and agents, except to the extent such liability is attenuated by any action of the Department which directly and proximately contributed to any claim. The obligation to indemnify shall survive the expiration or termination of this Agreement;
  - b. Personnel. UNL shall, to the extent allowable by Nebraska State Law, at its expense, indemnify and hold harmless the

indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by UNL.

8. Authority to Enter Agreement: UNL certifies the individual signing this Agreement has the legal power, right, and authority to enter into this Agreement and to bind UNL accordingly.
9. Attorney's Fees: In the event of any litigation, appeal, or other legal action to enforce any provision of this Agreement, UNL agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the Department is the prevailing party.
10. Severability: If any term or condition of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
11. Penalty for Breach: In the event that UNL fails to perform any substantial obligation under this Agreement, the Department may withhold all monies due and payable to UNL, without penalty, until such failure is cured or otherwise adjudicated.

#### E. RECORDS AND WORK PRODUCT PROVISIONS

1. Records Available: The books of account, files, and other records of UNL which are applicable to this Agreement shall be made available in the State of Nebraska for inspection, review, copying, and audit by the Department and its representatives to determine the proper application and use of all funds paid to and for the account or benefits of UNL. All records involving transactions related to this Agreement are to be maintained for a period of five (5) years from the date the term of this Agreement begins. If any litigation or audit is begun, or a claim is instituted involving the Agreement, UNL shall retain the records beyond the five (5) year period until litigation, audit findings, or claim has been fully resolved and the Department has agreed that such records do not need to be retained.
2. Auditing Standard: The Department, under the Office of Management and Budget's Uniform Guidance, will utilize a risk-based approach to review federal and state contract dollars



expended to subrecipients. This may include UNL providing recent audit reports to evaluate prior audit experiences and audit findings; Department review of subrecipient control environment; the Department requiring additional oversight reports; and UNL providing copies of invoices detailing how the Department funds were expended.

## F. COMPLIANCE PROVISIONS

1. Nondiscrimination:
  - a. UNL, and any and all subcontractors, shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensations, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin. UNL guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of this Agreement. UNL shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.
  - b. It is further understood and agreed, that if UNL is in violation of this clause, it shall be immediately barred from receiving further funds, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such act or action is unlikely.
2. ADA Compliance: All provisions under this Agreement are subject to the Americans with Disabilities Act.
3. Worker's Compensation: UNL, and any and all subcontractors guarantee payment of compensation to injured workers according to the Nebraska Worker's Compensation Act which is valid for the life of the Agreement including any extensions of the Agreement.
4. Drug Free: UNL, and any and all subcontractors shall have in force during the Agreement period, and available for inspection, a policy regarding a drug-free workplace. The policy shall contain: A statement notifying employees the unlawful manufacture, distribution, possession, or use of a controlled substance is

prohibited; the specific actions that will be taken for violating the policy; and a requirement that each employee receive a copy of the policy.

5. Immigration Verification: UNL, and any and all subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronics verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of newly hired employees.
6. Early State Agreement Termination or Certification Regarding Debarment: UNL certifies that UNL is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). UNL further certifies that UNL has not had an agreement with the State of Nebraska terminated early by the State of Nebraska. If UNL has had an agreement terminated early by the State of Nebraska, UNL shall provide the agreement number, along with an explanation of why the agreement was terminated early. UNL also agrees to include the requirements of this paragraph in any and all subcontracts into which it enters. UNL shall immediately notify the Department if, during the term of this Agreement, UNL becomes debarred or has an agreement with the State of Nebraska terminated early. The Department may immediately terminate this Agreement by providing UNL written notice if UNL becomes debarred or if UNL has an agreement terminated early by the State of Nebraska during the term of this Agreement.

#### G. COMMUNICATION BETWEEN PARTIES

All notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally, emailed, or mailed, by U.S. Mail or other mail delivery service, to the addresses set forth herein. Either party may change its email address or mailing address for notification purposes by giving notice of the change and setting forth the new address and the effective date.

For the Department:  
Casey Foster

Nebraska Department of Agriculture  
PO Box 94947  
Lincoln, NE 68509-4947  
[casey.foster@nebraska.gov](mailto:casey.foster@nebraska.gov)

For UNL:  
Dr. Keenan Amundsen  
University of Nebraska – Lincoln  
134 Keim Hall  
1875 N 38<sup>th</sup> St  
Lincoln, NE 68583  
[kamundsen2@unl.edu](mailto:kamundsen2@unl.edu)

With a copy to:  
University of Nebraska – Lincoln  
Office of Sponsored Programs  
151 Prem S. Paul Research Center  
2200 Vine St, PO Box 830861  
Lincoln, NE 68583  
[unlosp@unl.edu](mailto:unlosp@unl.edu)

IN WITNESS WHEREOF, the parties executed this Agreement.

DEPARTMENT OF AGRICULTURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Wellman, Director

BOARD OF REGENTS OF THE UNIVERSITY  
OF NEBRASKA

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Doty, Director  
Sponsored Programs



**AGREEMENT**  
**BETWEEN THE**  
**NEBRASKA DEPARTMENT OF AGRICULTURE**  
**AND THE**  
**NEBRASKA CRAFT BREWERS GUILD**  
**#18-13-470**

This Agreement is entered into by and between the Nebraska Department of Agriculture, (hereafter "Department") and the Nebraska Craft Brewers Guild, (hereafter "NCBG").

**PURPOSE:** The purpose of this Agreement is to provide funding, as authorized by the Nebraska Craft Brewery Board, to NCBG to redevelop their website to promote the Nebraska craft beer industry and the industries that support it.

**AUTHORITY:** This Agreement is being entered into pursuant to the Nebraska Craft Brewery Board, (hereafter "Board") statutes, Neb. Rev. Stat. §§53-501 to 53-505 which provides for the Nebraska Beer Industry Promotional Fund to be used by the Department at the direction of, and in cooperation with, the board. The fund is designed to develop and maintain programs for the research and advancement of the beer brewing process, the marketing and promotion of the beer industry in Nebraska, and the marketing and promotion of agricultural products and their byproducts grown and produced in Nebraska for use in the beer industry.

The Board has conducted a public board meeting and directed the Department to provide funds to NCBG.

THEREFORE, in consideration of the covenants herein contained, it is agreed by and between the parties hereto as follows:

**A. DESCRIPTION OF WORK**

1. NCBG agrees to the following:
  - a. Utilize funds to provide funding to support the redevelopment of NCBG's website to include a new look, repair of the non-functional brewery and retail locator map, addition of a members only resource portal, message board, and payment portal. Increased functionality will increase traffic to the website by members and the public and also automate

some processes currently being manually controlled by the NCBG executive director, treasurer and bookkeeper.

- b. Provide a written final report to the Department by July 15, 2023, describing the results of the project and the use of funds to be made public by the Board.
- c. Perform described work from July 1, 2022, through June 30, 2023.

**B. ALLOWABLE COSTS and PAYMENTS**

1. The Department shall provide a sum of up to thirty thousand dollars (\$30,000) from the Nebraska Beer Industry Promotional Fund to NCBG upon both parties signing this Agreement and NCBG incurring an obligation;
2. Final NCBG billing shall be received no later than July 15, 2023;
3. The source of funding for this Agreement is the Nebraska Beer Industry Promotional Fund. Payment is contingent upon funding availability;
4. NCBG specifically agrees that funds provided under this Agreement shall be used only for the project and purpose enumerated herein; and
5. Any funds paid to NCBG under this Agreement and not fully utilized and earned pursuant to this Agreement during the Agreement period shall be returned to the Department.

**C. AGREEMENT PERIOD**

The term of this Agreement is from **July 1, 2022, to July 15, 2023**, unless sooner terminated or completed as provided for in Section D.

**D. AGREEMENT PROVISIONS**

1. **Termination:** This Agreement may be terminated, at any time, upon mutual written consent of the parties, or by either party, with or without cause, upon thirty (30) days written notice to the other party. In the event of termination, the Department shall be under no further obligation to NCBG, except that the Department shall pay NCBG for the cost of services provided up to the date of termination, subtracting any additional costs caused by NCBG's termination.

2. **Project Completion:** The project will be deemed to be complete when to the Department's satisfaction the NCBG completely and fully performs as outlined in Section A, or when funding is no longer available, whichever occurs first.
3. **Complete Understanding:** This Agreement incorporates the complete understanding of the parties. Any modification of the Agreement shall be in writing and executed by each party to be valid.
4. **Relationship of Parties:** The relationship of the Department and the NCBG under this Agreement shall be that of principal and independent contractor. It is understood by both the Department and the NCBG that neither the NCBG nor the Executive Director is an employee of the Department and that the Department assumes no responsibility beyond those specifically stated in this Agreement.
5. **Assignable:** This Agreement is not assignable without the express written approval of the Department.
6. **Governing Law:** This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the Department regarding this Agreement shall be brought in the State of Nebraska administrative or judicial forums as defined by Nebraska State law.
7. **Indemnification:**
  - a. **General.** The NCBG, to the extent allowable by Nebraska State Law, agrees to defend, indemnify, hold, and save harmless the Department and its employees, volunteers, agents, and its appointed officials (hereafter "the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (hereafter "claim"), sustained or asserted against the Department, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the NCBG, its employees, subcontractors, consultants, representatives, and agents, except to the extent such liability is attenuated by any action of the Department which directly and proximately contributed to any claim. The obligation to indemnify shall survive the expiration or termination of this Agreement;

- b. Personnel. The NCBG shall, to the extent allowable by Nebraska State Law, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the NCBG.
- 8. Authority to Enter Agreement: The NCBG warrants the individual signing this Agreement has the legal power, right, and authority to enter into this Agreement and to bind NCBG accordingly.
- 9. Attorney's Fees: In the event of any litigation, appeal, or other legal action to enforce any provision of this Agreement, the NCBG agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the Department is the prevailing party.
- 10. Severability: If any term or condition of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
- 11. Penalty for Breach: In the event that the NCBG fails to perform any substantial obligation under this Agreement, the Department may withhold all monies due and payable to the NCBG, without penalty, until such failure is cured or otherwise adjudicated.

E. RECORDS AND WORK PRODUCT PROVISIONS

- 1. Records Available: The books of account, files, and other records of the NCBG which are applicable to this Agreement shall be made available in the State of Nebraska for inspection, review, copying, and audit by the Department and its representatives to determine the proper application and use of all funds paid to and for the account or benefits of the NCBG. All records involving transactions related to this Agreement are to be maintained for a period of five (5) years from the date the term of this Agreement begins. If any litigation or audit is begun, or a claim is instituted involving the Agreement, the NCBG shall retain the records beyond the five (5) year period until litigation, audit findings, or claim has been fully resolved and the Department has agreed that such records do not need to be retained.



2. Auditing Standard: The Department, under the Office of Management and Budget's Uniform Guidance, will utilize a risk-based approach to review federal and state contract dollars expended to subrecipients. This may include the NCBG providing recent audit reports to evaluate prior audit experiences and audit findings; Department review of subrecipient control environment; the Department requiring additional oversight reports; and the NCBG providing copies of invoices detailing how the Department funds were expended.

## F. COMPLIANCE PROVISIONS

1. Nondiscrimination:
  - a. The NCBG, and any and all subcontractors, shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensations, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin. The NCBG guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of this Agreement. The NCBG shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.
  - b. It is further understood and agreed, that if the NCBG is in violation of this clause, it shall be immediately barred from receiving further funds, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such act or action is unlikely.
2. ADA Compliance: All provisions under this Agreement are subject to the Americans with Disabilities Act.
3. Worker's Compensation: The NCBG, and any and all subcontractors guarantee payment of compensation to injured workers according to the Nebraska Worker's Compensation Act which is valid for the life of the Agreement including any extensions of the Agreement.

4. Drug Free: The NCBG, and any and all subcontractors shall have in force during the Agreement period, and available for inspection, a policy regarding a drug-free workplace. The policy shall contain: A statement notifying employees the unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited; the specific actions that will be taken for violating the policy; and a requirement that each employee receive a copy of the policy.
5. Immigration Verification: The NCBG, and any and all subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronics verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of newly hired employees.
6. Early State Agreement Termination or Certification Regarding Debarment: The NCBG certifies that NCBG is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The NCBG further certifies that NCBG has not had an agreement with the State of Nebraska terminated early by the State of Nebraska. If the NCBG has had an agreement terminated early by the State of Nebraska, NCBG shall provide the agreement number, along with an explanation of why the agreement was terminated early. The NCBG also agrees to include the requirements of this paragraph in any and all subcontracts into which it enters. The NCBG shall immediately notify the Department if, during the term of this Agreement, the NCBG becomes debarred or has an agreement with the State of Nebraska terminated early. The Department may immediately terminate this Agreement by providing the NCBG written notice if the NCBG becomes debarred or if NCBG has an agreement terminated early by the State of Nebraska during the term of this Agreement.

G. COMMUNICATION BETWEEN PARTIES:

All notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally, emailed, or mailed, by U.S. Mail or other mail delivery service, to the addresses set forth

herein. Either party may change its email address or mailing address for notification purposes by giving notice of the change and setting forth the new address and the effective date.

For the Department:  
Casey Foster  
Nebraska Department of Agriculture  
PO Box 94947  
Lincoln, NE 68509-4947  
[casey.foster@nebraska.gov](mailto:casey.foster@nebraska.gov)

For NCBG:  
Nathan Hoelt  
First Street Brewing  
119 N St Joseph Ave  
Hastings, NE 68901  
[nathan@firststreetbrewing.com](mailto:nathan@firststreetbrewing.com)

IN WITNESS WHEREOF, the parties executed this Agreement.

DEPARTMENT OF AGRICULTURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Wellman, Director

NEBRASKA CRAFT BREWERS GUILD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nathan Hoelt, President



**AGREEMENT**  
**BETWEEN THE**  
**NEBRASKA DEPARTMENT OF AGRICULTURE**  
**AND THE**  
**NEBRASKA CRAFT BREWERS GUILD**  
**#18-13-423**

This Agreement is entered into by and between the Nebraska Department of Agriculture, (hereafter “Department”) and the Nebraska Craft Brewers Guild, (hereafter “NCBG”).

**PURPOSE:** The purpose of this Agreement is to provide funding, as authorized by the Nebraska Craft Brewery Board, to NCBG for a Drink Local campaign during the month of October to promote the Nebraska’s craft beer industry and the industries that support it.

**AUTHORITY:** This Agreement is being entered into pursuant to the Nebraska Craft Brewery Board, (hereafter “Board”) statutes, Neb. Rev. Stat. §§53-501 to 53-505 which provides for the Nebraska Beer Industry Promotional Fund to be used by the Department at the direction of, and in cooperation with, the board. The fund is designed to develop and maintain programs for the research and advancement of the beer brewing process, the marketing and promotion of the beer industry in Nebraska, and the marketing and promotion of agricultural products and their byproducts grown and produced in Nebraska for use in the beer industry.

The Board has conducted a public board meeting and directed the Department to provide funds to NCBG.

THEREFORE, in consideration of the covenants herein contained, it is agreed by and between the parties hereto as follows:

**A. DESCRIPTION OF WORK**

1. NCBG agrees to the following:
  - a. Utilize funds for a Drink Local campaign during the month of October to promote the Nebraska’s craft beer industry and increase brewery tourism patronage of Nebraska’s breweries and cideries. Activities will consist of the following:

- Creation of Drink Local campaign materials;
- Social media promotion via NCBG channels;
- Media Buys (billboards, tv, and radio)
- Glassware, t-shirts, and other promotional items;
- Brewing supplies and materials; and
- Posters, beer labels, displays and other items to promote this campaign.

b. Provide a written final report to the Department by July 15, 2023, describing the results of the project and the use of funds to be made public by the Board.

c. Perform described work from July 1, 2022, through June 30, 2023.

**B. ALLOWABLE COSTS and PAYMENTS**

1. The Department shall provide a sum of up to ten thousand dollars (\$10,000) from the Nebraska Beer Industry Promotional Fund to NCBG upon both parties signing this Agreement and NCBG incurring an obligation;

2. Final NCBG billing shall be received no later than July 15, 2023;

3. The source of funding for this Agreement is the Nebraska Beer Industry Promotional Fund. Payment is contingent upon funding availability;

4. NCBG specifically agrees that funds provided under this Agreement shall be used only for the project and purpose enumerated herein; and

5. Any funds paid to NCBG under this Agreement and not fully utilized and earned pursuant to this Agreement during the Agreement period shall be returned to the Department.

**C. AGREEMENT PERIOD**

The term of this Agreement is from **July 1, 2022, to July 15, 2023**, unless sooner terminated or completed as provided for in Section D.

**D. AGREEMENT PROVISIONS**

1. Termination: This Agreement may be terminated, at any time, upon mutual written consent of the parties, or by either party, with or

without cause, upon thirty (30) days written notice to the other party. In the event of termination, the Department shall be under no further obligation to NCBG, except that the Department shall pay NCBG for the cost of services provided up to the date of termination, subtracting any additional costs caused by NCBG's termination.

2. **Project Completion:** The project will be deemed to be complete when to the Department's satisfaction the NCBG completely and fully performs as outlined in Section A, or when funding is no longer available, whichever occurs first.
3. **Complete Understanding:** This Agreement incorporates the complete understanding of the parties. Any modification of the Agreement shall be in writing and executed by each party to be valid.
4. **Relationship of Parties:** The relationship of the Department and the NCBG under this Agreement shall be that of principal and independent contractor. It is understood by both the Department and the NCBG that neither the NCBG nor the Executive Director is an employee of the Department and that the Department assumes no responsibility beyond those specifically stated in this Agreement.
5. **Assignable:** This Agreement is not assignable without the express written approval of the Department.
6. **Governing Law:** This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the Department regarding this Agreement shall be brought in the State of Nebraska administrative or judicial forums as defined by Nebraska State law.
7. **Indemnification:**
  - a. **General.** The NCBG, to the extent allowable by Nebraska State of Nebraska Law, agrees to defend, indemnify, hold, and save harmless the Department and its employees, volunteers, agents, and its appointed officials (hereafter "the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (hereafter "claim"), sustained or asserted against the Department, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the NCBG, its employees, subcontractors, consultants, representatives, and agents,

except to the extent such liability is attenuated by any action of the Department which directly and proximately contributed to any claim. The obligation to indemnify shall survive the expiration or termination of this Agreement;

- b. Personnel. The NCBG shall, to the extent allowable by Nebraska State Law, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the NCBG.
8. Authority to Enter Agreement: The NCBG warrants the individual signing this Agreement has the legal power, right, and authority to enter into this Agreement and to bind NCBG accordingly.
9. Attorney's Fees: In the event of any litigation, appeal, or other legal action to enforce any provision of this Agreement, the NCBG agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the Department is the prevailing party.
10. Severability: If any term or condition of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
11. Penalty for Breach: In the event that the NCBG fails to perform any substantial obligation under this Agreement, the Department may withhold all monies due and payable to the NCBG, without penalty, until such failure is cured or otherwise adjudicated.

#### E. RECORDS AND WORK PRODUCT PROVISIONS

1. Records Available: The books of account, files, and other records of the NCBG which are applicable to this Agreement shall be made available in the State of Nebraska for inspection, review, copying, and audit by the Department and its representatives to determine the proper application and use of all funds paid to and for the account or benefits of the NCBG. All records involving transactions related to this Agreement are to be maintained for a period of five (5) years from the date the term of this Agreement begins. If any litigation or audit is begun, or a claim is instituted involving the



Agreement, the NCBG shall retain the records beyond the five (5) year period until litigation, audit findings, or claim has been fully resolved and the Department has agreed that such records do not need to be retained.

2. Auditing Standard: The Department, under the Office of Management and Budget's Uniform Guidance, will utilize a risk-based approach to review federal and state contract dollars expended to subrecipients. This may include the NCBG providing recent audit reports to evaluate prior audit experiences and audit findings; Department review of subrecipient control environment; the Department requiring additional oversight reports; and the NCBG providing copies of invoices detailing how the Department funds were expended.

#### F. COMPLIANCE PROVISIONS

1. Nondiscrimination:
  - a. The NCBG, and any and all subcontractors, shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensations, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin. The NCBG guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of this Agreement. The NCBG shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.
  - b. It is further understood and agreed, that if the NCBG is in violation of this clause, it shall be immediately barred from receiving further funds, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such act or action is unlikely.
2. ADA Compliance: All provisions under this Agreement are subject to the Americans with Disabilities Act.
3. Worker's Compensation: The NCBG, and any and all subcontractors guarantee payment of compensation to injured

workers according to the Nebraska Worker's Compensation Act which is valid for the life of the Agreement including any extensions of the Agreement.

4. Drug Free: The NCBG, and any and all subcontractors shall have in force during the Agreement period, and available for inspection, a policy regarding a drug-free workplace. The policy shall contain: A statement notifying employees the unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited; the specific actions that will be taken for violating the policy; and a requirement that each employee receive a copy of the policy.
5. Immigration Verification: The NCBG, and any and all subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronics verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of newly hired employees.
6. Early State Agreement Termination or Certification Regarding Debarment: The NCBG certifies that NCBG is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The NCBG further certifies that NCBG has not had an agreement with the State of Nebraska terminated early by the State of Nebraska. If the NCBG has had an agreement terminated early by the State of Nebraska, NCBG shall provide the agreement number, along with an explanation of why the agreement was terminated early. The NCBG also agrees to include the requirements of this paragraph in any and all subcontracts into which it enters. The NCBG shall immediately notify the Department if, during the term of this Agreement, the NCBG becomes debarred or has an agreement with the State of Nebraska terminated early. The Department may immediately terminate this Agreement by providing the NCBG written notice if the NCBG becomes debarred or if NCBG has an agreement terminated early by the State of Nebraska during the term of this Agreement.

- G. **COMMUNICATION BETWEEN PARTIES:**  
All notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally, emailed, or mailed, by U.S. Mail or other mail delivery service, to the addresses set forth herein. Either party may change its email address or mailing address for notification purposes by giving notice of the change and setting forth the new address and the effective date.

For the Department:  
Casey Foster  
Nebraska Department of Agriculture  
PO Box 94947  
Lincoln, NE 68509-4947  
[casey.foster@nebraska.gov](mailto:casey.foster@nebraska.gov)

For NCBG:  
Nathan Hoeft  
First Street Brewing  
119 N St Joseph Ave  
Hastings, NE 68901  
[nathan@firststreetbrewing.com](mailto:nathan@firststreetbrewing.com)

IN WITNESS WHEREOF, the parties executed this Agreement.

DEPARTMENT OF AGRICULTURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Wellman, Director

NEBRASKA CRAFT BREWERS GUILD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Nathan Hoeft, President



**AGREEMENT**  
**BETWEEN THE**  
**NEBRASKA DEPARTMENT OF AGRICULTURE**  
**AND**  
**OMAHA WORLD-HERALD**  
**#18-13-471**

This Agreement is entered into by and between the Nebraska Department of Agriculture, (hereafter "Department") and the Omaha World-Herald (hereafter "Recipient").

**PURPOSE:** The purpose of this Agreement is to provide funding, as authorized by the Nebraska Craft Brewery Board, to the Recipient to educate, demystify, and celebrate the Nebraska craft beer industry to increase the number of consumers drinking and buying Nebraska beers.

**AUTHORITY:** This Agreement is being entered into pursuant to the Nebraska Craft Brewery Board, (hereafter "Board") statutes, Neb. Rev. Stat. §§53-501 to 53-505 which provides for the Nebraska Beer Industry Promotional Fund to be used by the Department at the direction of, and in cooperation with, the board. The fund is designed to develop and maintain programs for the research and advancement of the beer brewing process, the marketing and promotion of the beer industry in Nebraska, and the marketing and promotion of agricultural products and their byproducts grown and produced in Nebraska for use in the beer industry.

The Board has conducted a public board meeting and directed the Department to provide funds to the Recipient.

THEREFORE, in consideration of the covenants herein contained, it is agreed by and between the parties hereto as follows:

**A. DESCRIPTION OF WORK**

1. The Recipient agrees to the following:
  - c. Utilize funds to educate, demystify, and celebrate the Nebraska craft beer industry to increase the number of consumers drinking and buying Nebraska beers. Through a well-developed, fun and topical creative campaign, the

project's aim is to heighten awareness and deliver on the promise of small-batch craft beer.

- b. Funds will be used to cover:
  - 1. Creation of articles and listicles
  - 2. Creation of regional infographic
  - 3. Creation of taste test video
  - 4. Creation of the Nebraska Beer Machine
  - 5. Distribution through video, local print, digital, and social media.
- c. Provide a written final report to the Department by July 15, 2023, describing the results of the project and the use of funds to be made public by the Board.
- d. Perform described work from July 1, 2022, through June 30, 2023.

#### B. ALLOWABLE COSTS and PAYMENTS

- 1. The Department shall provide a sum of up to fifty thousand dollars (\$50,000) from the Nebraska Beer Industry Promotional Fund to NCBG upon both parties signing this Agreement and the Recipient incurring an obligation;
- 2. Final recipient billing shall be received no later than July 15, 2023;
- 3. The source of funding for this Agreement is the Nebraska Beer Industry Promotional Fund. Payment is contingent upon funding availability;
- 4. The Recipient specifically agrees that funds provided under this Agreement shall be used only for the project and purpose enumerated herein; and
- 5. Any funds paid to the Recipient under this Agreement and not fully utilized and earned pursuant to this Agreement during the Agreement period shall be returned to the Department.

#### C. AGREEMENT PERIOD

The term of this Agreement is from **July 1, 2022, to July 15, 2023**, unless sooner terminated or completed as provided for in Section D.

#### D. AGREEMENT PROVISIONS

1. Termination: This Agreement may be terminated, at any time, upon mutual written consent of the parties, or by either party, with or without cause, upon thirty (30) days written notice to the other party. In the event of termination, the Department shall be under no further obligation to the Recipient, except that the Department shall pay the Recipient for the cost of services provided up to the date of termination, subtracting any additional costs caused by the Recipient's termination.
2. Project Completion: The project will be deemed to be complete when to the Department's satisfaction the Recipient completely and fully performs as outlined in Section A, or when funding is no longer available, whichever occurs first.
3. Complete Understanding: This Agreement incorporates the complete understanding of the parties. Any modification of the Agreement shall be in writing and executed by each party to be valid.
4. Relationship of Parties: The relationship of the Department and the Recipient under this Agreement shall be that of principal and independent contractor. It is understood by both the Department and the Recipient that the Recipient is not an employee of the Department and that the Department assumes no responsibility beyond those specifically stated in this Agreement.
5. Assignable: This Agreement is not assignable without the express written approval of the Department.
6. Governing Law: This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the Department regarding this Agreement shall be brought in the State of Nebraska administrative or judicial forums as defined by Nebraska State law.
7. Indemnification:
  - a. General. The Recipient, to the extent allowable by Nebraska State Law, agrees to defend, indemnify, hold, and save harmless the Department and its employees, volunteers, agents, and its appointed officials (hereafter "the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature,

including investigation costs and expenses, settlement costs, and attorney fees and expenses (hereafter "claim"), sustained or asserted against the Department, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Recipient, its employees, subcontractors, consultants, representatives, and agents, except to the extent such liability is attenuated by any action of the Department which directly and proximately contributed to any claim. The obligation to indemnify shall survive the expiration or termination of this Agreement;

b. Personnel. The Recipient shall, to the extent allowable by Nebraska State Law, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Recipient.

8. Authority to Enter Agreement: The Recipient warrants the individual signing this Agreement has the legal power, right, and authority to enter into this Agreement and to bind the Recipient accordingly.

9. Attorney's Fees: In the event of any litigation, appeal, or other legal action to enforce any provision of this Agreement, the Recipient agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the Department is the prevailing party.

10. Severability: If any term or condition of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.

11. Penalty for Breach: In the event that the Recipient fails to perform any substantial obligation under this Agreement, the Department may withhold all monies due and payable to the Recipient, without penalty, until such failure is cured or otherwise adjudicated.

#### E. RECORDS AND WORK PRODUCT PROVISIONS



1. Records Available: The books of account, files, and other records of the Recipient, which are applicable to this Agreement shall be made available in the State of Nebraska for inspection, review, copying, and audit by the Department and its representatives to determine the proper application and use of all funds paid to and for the account or benefits of the Recipient. All records involving transactions related to this Agreement are to be maintained for a period of five (5) years from the date the term of this Agreement begins. If any litigation or audit is begun, or a claim is instituted involving the Agreement, the Recipient shall retain the records beyond the five (5) year period until litigation, audit findings, or claim has been fully resolved and the Department has agreed that such records do not need to be retained.
  
2. Auditing Standard: The Department, under the Office of Management and Budget's Uniform Guidance, will utilize a risk-based approach to review federal and state contract dollars expended to subrecipients. This may include the Recipient providing recent audit reports to evaluate prior audit experiences and audit findings; Department review of subrecipient control environment; the Department requiring additional oversight reports; and the Recipient providing copies of invoices detailing how the Department funds were expended.

F. COMPLIANCE PROVISIONS

1. Nondiscrimination:
  - a. The Recipient, and any and all subcontractors, shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensations, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin. The Recipient guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of this Agreement. The Recipient shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.

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2. ADA Compliance: All provisions under this Agreement are subject to the Americans with Disabilities Act.
3. Worker's Compensation: The Recipient, and any and all subcontractors guarantee payment of compensation to injured workers according to the Nebraska Worker's Compensation Act which is valid for the life of the Agreement including any extensions of the Agreement.
4. Drug Free: The Recipient, and any and all subcontractors shall have in force during the Agreement period, and available for inspection, a policy regarding a drug-free workplace. The policy shall contain: A statement notifying employees the unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited; the specific actions that will be taken for violating the policy; and a requirement that each employee receive a copy of the policy.
5. Immigration Verification: The Recipient, and any and all subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronics verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of newly hired employees.
6. Early State Agreement Termination or Certification Regarding Debarment: The Recipient certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Recipient further certifies that they have not had an agreement with the State of Nebraska terminated early by the State of Nebraska. If the Recipient has had an agreement terminated early by the State of Nebraska, the Recipient shall provide the agreement number, along with an explanation of why the agreement was terminated early.

The Recipient also agrees to include the requirements of this paragraph in any and all subcontracts into which it enters. The Recipient shall immediately notify the Department if, during the term of this Agreement, the Recipient becomes debarred or has an agreement with the State of Nebraska terminated early. The Department may immediately terminate this Agreement by providing the Recipient written notice if the Recipient becomes debarred or if the Recipient has an agreement terminated early by the State of Nebraska during the term of this Agreement.

G. COMMUNICATION BETWEEN PARTIES:

All notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally, emailed, or mailed, by U.S. Mail or other mail delivery service, to the addresses set forth herein. Either party may change its email address or mailing address for notification purposes by giving notice of the change and setting forth the new address and the effective date.

For the Department:  
Casey Foster  
Nebraska Department of Agriculture  
PO Box 94947  
Lincoln, NE 68509-4947  
[casey.foster@nebraska.gov](mailto:casey.foster@nebraska.gov)

For the Recipient:  
Brandon Bell  
Strategic Account Executive  
Omaha World-Herald  
1314 Douglas St, Ste 600  
Omaha, NE 68102  
[bbell@owh.com](mailto:bbell@owh.com)

IN WITNESS WHEREOF, the parties executed this Agreement.

DEPARTMENT OF AGRICULTURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Wellman, Director

OMAHA WORLD-HERALD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Brandon Bell, Strategic Account Executive



**AGREEMENT**  
**BETWEEN THE**  
**NEBRASKA DEPARTMENT OF AGRICULTURE**  
**AND THE**  
**NEBRASKA HOP GROWERS ASSOCIATION**  
**#18-13-485**

This Agreement is entered into by and between the Nebraska Department of Agriculture, (hereafter "Department") and the Nebraska Hop Growers Association, (hereafter "NHGA").

**PURPOSE:** The purpose of this Agreement is to provide funding, as authorized by the Nebraska Craft Brewery Board, to NHGA for an Executive Director position to oversee the operational needs of the association.

**AUTHORITY:** This Agreement is being entered into pursuant to the Nebraska Craft Brewery Board, (hereafter "Board") statutes, Neb. Rev. Stat. §§53-501 to 53-505 which provides for the Nebraska Beer Industry Promotional Fund to be used by the Department at the direction of, and in cooperation with, the board. The fund is designed to develop and maintain programs for the research and advancement of the beer brewing process, the marketing and promotion of the beer industry in Nebraska, and the marketing and promotion of agricultural products and their byproducts grown and produced in Nebraska for use in the beer industry.

The Board has conducted a public board meeting and directed the Department to provide funds to NHGA.

THEREFORE, in consideration of the covenants herein contained, it is agreed by and between the parties hereto as follows:

A. DESCRIPTION OF WORK

1. NHGA agrees to the following:
  - a. Utilize funds to provide funding of the salary of an Executive Director who will implement the goals and objectives of the association. This will provide consistent leadership and support of NHGA.

- b. The Executive Director will work to benefit the entire Nebraska hop production and thus craft beer industry statewide. This individual will work to implement directives as well as products and committee directives. The funds will specifically be used to partially pay for the Executive Director's salary, benefits, and operating supplies and expenses.
- c. Provide a written final report to the Department by July 15, 2023, describing the results of the project and the use of funds to be made public by the Board.
- d. Perform described work from January 1, 2023, through June 30, 2023.

**B. ALLOWABLE COSTS and PAYMENTS**

1. The Department shall provide a sum of up to twelve thousand five hundred dollars (\$12,500) from the Nebraska Beer Industry Promotional Fund to NHGA upon both parties signing this Agreement and NHGA incurring an obligation;
2. Final NHGA billing shall be received no later than July 15, 2023;
3. The source of funding for this Agreement is the Nebraska Beer Industry Promotional Fund. Payment is contingent upon funding availability;
4. NHGA specifically agrees that funds provided under this Agreement shall be used only for the project and purpose enumerated herein; and
5. Any funds paid to NHGA under this Agreement and not fully utilized and earned pursuant to this Agreement during the Agreement period shall be returned to the Department.

**C. AGREEMENT PERIOD**

The term of this Agreement is from **January 1, 2023, to July 15, 2023**, unless sooner terminated or completed as provided for in Section D.

**D. AGREEMENT PROVISIONS**

1. Termination: This Agreement may be terminated, at any time, upon mutual written consent of the parties, or by either party, with or without cause, upon thirty (30) days written notice to the other party. In the event of termination, the Department shall be under

no further obligation to NHGA, except that the Department shall pay NHGA for the cost of services provided up to the date of termination, subtracting any additional costs caused by NHGA's termination.

2. **Project Completion:** The project will be deemed to be complete when to the Department's satisfaction the NHGA completely and fully performs as outlined in Section A, or when funding is no longer available, whichever occurs first.
3. **Complete Understanding:** This Agreement incorporates the complete understanding of the parties. Any modification of the Agreement shall be in writing and executed by each party to be valid.
4. **Relationship of Parties:** The relationship of the Department and the NHGA under this Agreement shall be that of principal and independent contractor. It is understood by both the Department and the NHGA that neither the NHGA nor the Executive Director is an employee of the Department and that the Department assumes no responsibility beyond those specifically stated in this Agreement.
5. **Assignable:** This Agreement is not assignable without the express written approval of the Department.
6. **Governing Law:** This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the Department regarding this Agreement shall be brought in the State of Nebraska administrative or judicial forums as defined by Nebraska State law.
7. **Indemnification:**
  - a. **General.** The NHGA, to the extent allowable by Nebraska State Law, agrees to defend, indemnify, hold, and save harmless the Department and its employees, volunteers, agents, and its appointed officials (hereafter "the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (hereafter "claim"), sustained or asserted against the Department, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the NHGA, its employees, subcontractors, consultants, representatives, and agents,

except to the extent such liability is attenuated by any action of the Department which directly and proximately contributed to any claim. The obligation to indemnify shall survive the expiration or termination of this Agreement;

- b. Personnel. The NHGA shall, to the extent allowable by Nebraska State Law, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the NHGA.
8. Authority to Enter Agreement: The NHGA warrants the individual signing this Agreement has the legal power, right, and authority to enter into this Agreement and to bind NHGA accordingly.
9. Attorney's Fees: In the event of any litigation, appeal, or other legal action to enforce any provision of this Agreement, the NHGA agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the Department is the prevailing party.
10. Severability: If any term or condition of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
11. Penalty for Breach: In the event that the NHGA fails to perform any substantial obligation under this Agreement, the Department may withhold all monies due and payable to the NHGA, without penalty, until such failure is cured or otherwise adjudicated.

#### E. RECORDS AND WORK PRODUCT PROVISIONS

1. Records Available: The books of account, files, and other records of the NHGA which are applicable to this Agreement shall be made available in the State of Nebraska for inspection, review, copying, and audit by the Department and its representatives to determine the proper application and use of all funds paid to and for the account or benefits of the NHGA. All records involving transactions related to this Agreement are to be maintained for a period of five (5) years from the date the term of this Agreement begins. If any litigation or audit is begun, or a claim is instituted involving the



Agreement, the NHGA shall retain the records beyond the five (5) year period until litigation, audit findings, or claim has been fully resolved and the Department has agreed that such records do not need to be retained.

2. Auditing Standard: The Department, under the Office of Management and Budget's Uniform Guidance, will utilize a risk-based approach to review federal and state contract dollars expended to subrecipients. This may include the NHGA providing recent audit reports to evaluate prior audit experiences and audit findings; Department review of subrecipient control environment; the Department requiring additional oversight reports; and the NHGA providing copies of invoices detailing how the Department funds were expended.

#### F. COMPLIANCE PROVISIONS

1. Nondiscrimination:
  - a. The NHGA, and any and all subcontractors, shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensations, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin. The NHGA guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of this Agreement. The NHGA shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.
  - b. It is further understood and agreed, that if the NHGA is in violation of this clause, it shall be immediately barred from receiving further funds, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such act or action is unlikely.
2. ADA Compliance: All provisions under this Agreement are subject to the Americans with Disabilities Act.

3. **Worker's Compensation:** The NHGA, and any and all subcontractors guarantee payment of compensation to injured workers according to the Nebraska Worker's Compensation Act which is valid for the life of the Agreement including any extensions of the Agreement.
4. **Drug Free:** The NHGA, and any and all subcontractors shall have in force during the Agreement period, and available for inspection, a policy regarding a drug-free workplace. The policy shall contain: A statement notifying employees the unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited; the specific actions that will be taken for violating the policy; and a requirement that each employee receive a copy of the policy.
5. **Immigration Verification:** The NHGA, and any and all subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronics verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of newly hired employees.
6. **Early State Agreement Termination or Certification Regarding Debarment:** The NHGA certifies that NHGA is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The NHGA further certifies that NHGA has not had an agreement with the State of Nebraska terminated early by the State of Nebraska. If the NHGA has had an agreement terminated early by the State of Nebraska, NHGA shall provide the agreement number, along with an explanation of why the agreement was terminated early. The NHGA also agrees to include the requirements of this paragraph in any and all subcontracts into which it enters. The NHGA shall immediately notify the Department if, during the term of this Agreement, the NHGA becomes debarred or has an agreement with the State of Nebraska terminated early. The Department may immediately terminate this Agreement by providing the NHGA written notice if the NHGA becomes debarred or if NHGA has an agreement terminated early by the State of Nebraska during the term of this Agreement.

G. COMMUNICATION BETWEEN PARTIES:

All notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally, emailed, or mailed, by U.S. Mail or other mail delivery service, to the addresses set forth herein. Either party may change its email address or mailing address for notification purposes by giving notice of the change and setting forth the new address and the effective date.

For the Department:  
Casey Foster  
Nebraska Department of Agriculture  
PO Box 94947  
Lincoln, NE 68509-4947  
[casey.foster@nebraska.gov](mailto:casey.foster@nebraska.gov)

For NHGA:  
Courtney Fegter  
Advanced Association Management  
521 First Street  
PO Box 10  
Milford, Ne 68405  
[courtney@youraam.com](mailto:courtney@youraam.com)

IN WITNESS WHEREOF, the parties executed this Agreement.

DEPARTMENT OF AGRICULTURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Wellman, Director

NEBRASKA HOP GROWERS ASSOCIATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dave Gleason, President



**AGREEMENT**  
**BETWEEN THE**  
**NEBRASKA DEPARTMENT OF AGRICULTURE**  
**AND THE**  
**NEBRASKA HOP GROWERS ASSOCIATION**  
**#18-13-425**

This Agreement is entered into by and between the Nebraska Department of Agriculture, (hereafter “Department”) and the Nebraska Hop Growers Association, (hereafter “NHGA”).

**PURPOSE:** The purpose of this Agreement is to provide funding, as authorized by the Nebraska Craft Brewery Board, to rebuild the NHGA’s website and promote their annual craft beer event.

**AUTHORITY:** This Agreement is being entered into pursuant to the Nebraska Craft Brewery Board, (hereafter “Board”) statutes, Neb. Rev. Stat. §§53-501 to 53-505 which provides for the Nebraska Beer Industry Promotional Fund to be used by the Department at the direction of, and in cooperation with, the board. The fund is designed to develop and maintain programs for the research and advancement of the beer brewing process, the marketing and promotion of the beer industry in Nebraska, and the marketing and promotion of agricultural products and their byproducts grown and produced in Nebraska for use in the beer industry.

The Board has conducted a public board meeting and directed the Department to provide funds to NHGA.

THEREFORE, in consideration of the covenants herein contained, it is agreed by and between the parties hereto as follows:

**A. DESCRIPTION OF WORK**

1. NHGA agrees to the following:
  - a. Utilize funds to rebuild their website. The website will function as a hub for members to manage their benefits and provide a landing page to promote industry-related events.
  - b. Utilize funds to promote their upcoming Top Hop event, which will be held in 2023. Funds will be used to digitally

promote the event using social media (i.e. Mega) and to cover event-related expenses.

- c. Provide a written final report to the Department by July 15, 2023, describing the results of the project and the use of funds to be made public by the Board.
- d. Perform described work from January 1, 2023, through June 30, 2023.

#### B. ALLOWABLE COSTS and PAYMENTS

1. The Department shall provide a sum of up to ten thousand dollars (\$10,000) from the Nebraska Beer Industry Promotional Fund to NHGA upon both parties signing this Agreement and NHGA incurring an obligation;
2. Final NHGA billing shall be received no later than July 15, 2023;
3. The source of funding for this Agreement is the Nebraska Beer Industry Promotional Fund. Payment is contingent upon funding availability;
4. NHGA specifically agrees that funds provided under this Agreement shall be used only for the project and purpose enumerated herein; and
5. Any funds paid to NHGA under this Agreement and not fully utilized and earned pursuant to this Agreement during the Agreement period shall be returned to the Department.

#### C. AGREEMENT PERIOD

The term of this Agreement is from **January 1, 2023, to July 15, 2023**, unless sooner terminated or completed as provided for in Section D.

#### D. AGREEMENT PROVISIONS

1. Termination: This Agreement may be terminated, at any time, upon mutual written consent of the parties, or by either party, with or without cause, upon thirty (30) days written notice to the other party. In the event of termination, the Department shall be under no further obligation to NHGA, except that the Department shall pay NHGA for the cost of services provided up to the date of termination, subtracting any additional costs caused by NHGA's termination.

2. **Project Completion:** The project will be deemed to be complete when to the Department's satisfaction the NHGA completely and fully performs as outlined in Section A, or when funding is no longer available, whichever occurs first.
3. **Complete Understanding:** This Agreement incorporates the complete understanding of the parties. Any modification of the Agreement shall be in writing and executed by each party to be valid.
4. **Relationship of Parties:** The relationship of the Department and the NHGA under this Agreement shall be that of principal and independent contractor. It is understood by both the Department and the NHGA that neither the NHGA nor the Executive Director is an employee of the Department and that the Department assumes no responsibility beyond those specifically stated in this Agreement.
5. **Assignable:** This Agreement is not assignable without the express written approval of the Department.
6. **Governing Law:** This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the Department regarding this Agreement shall be brought in the State of Nebraska administrative or judicial forums as defined by Nebraska State law.
7. **Indemnification:**
  - a. **General.** The NHGA, to the extent allowable by Nebraska State Law, agrees to defend, indemnify, hold, and save harmless the Department and its employees, volunteers, agents, and its appointed officials (hereafter "the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (hereafter "claim"), sustained or asserted against the Department, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the NHGA, its employees, subcontractors, consultants, representatives, and agents, except to the extent such liability is attenuated by any action of the Department which directly and proximately contributed to any claim. The obligation to indemnify shall survive the expiration or termination of this Agreement;

- b. Personnel. The NHGA shall, to the extent allowable by Nebraska State Law, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the NHGA.
- 8. Authority to Enter Agreement: The NHGA warrants the individual signing this Agreement has the legal power, right, and authority to enter into this Agreement and to bind NHGA accordingly.
- 9. Attorney's Fees: In the event of any litigation, appeal, or other legal action to enforce any provision of this Agreement, the NHGA agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the Department is the prevailing party.
- 10. Severability: If any term or condition of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
- 11. Penalty for Breach: In the event that the NHGA fails to perform any substantial obligation under this Agreement, the Department may withhold all monies due and payable to the NHGA, without penalty, until such failure is cured or otherwise adjudicated.

#### E. RECORDS AND WORK PRODUCT PROVISIONS

- 1. Records Available: The books of account, files, and other records of the NHGA which are applicable to this Agreement shall be made available in the State of Nebraska for inspection, review, copying, and audit by the Department and its representatives to determine the proper application and use of all funds paid to and for the account or benefits of the NHGA. All records involving transactions related to this Agreement are to be maintained for a period of five (5) years from the date the term of this Agreement begins. If any litigation or audit is begun, or a claim is instituted involving the Agreement, the NHGA shall retain the records beyond the five (5) year period until litigation, audit findings, or claim has been fully resolved and the Department has agreed that such records do not need to be retained.



2. Auditing Standard: The Department, under the Office of Management and Budget's Uniform Guidance, will utilize a risk-based approach to review federal and state contract dollars expended to subrecipients. This may include the NHGA providing recent audit reports to evaluate prior audit experiences and audit findings; Department review of subrecipient control environment; the Department requiring additional oversight reports; and the NHGA providing copies of invoices detailing how the Department funds were expended.

## F. COMPLIANCE PROVISIONS

1. Nondiscrimination:
  - a. The NHGA, and any and all subcontractors, shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensations, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin. The NHGA guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of this Agreement. The NHGA shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.
  - b. It is further understood and agreed, that if the NHGA is in violation of this clause, it shall be immediately barred from receiving further funds, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such act or action is unlikely.
2. ADA Compliance: All provisions under this Agreement are subject to the Americans with Disabilities Act.
3. Worker's Compensation: The NHGA, and any and all subcontractors guarantee payment of compensation to injured workers according to the Nebraska Worker's Compensation Act which is valid for the life of the Agreement including any extensions of the Agreement.

4. Drug Free: The NHGA, and any and all subcontractors shall have in force during the Agreement period, and available for inspection, a policy regarding a drug-free workplace. The policy shall contain: A statement notifying employees the unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited; the specific actions that will be taken for violating the policy; and a requirement that each employee receive a copy of the policy.
5. Immigration Verification: The NHGA, and any and all subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronics verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of newly hired employees.
6. Early State Agreement Termination or Certification Regarding Debarment: The NHGA certifies that NHGA is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The NHGA further certifies that NHGA has not had an agreement with the State of Nebraska terminated early by the State of Nebraska. If the NHGA has had an agreement terminated early by the State of Nebraska, NHGA shall provide the agreement number, along with an explanation of why the agreement was terminated early. The NHGA also agrees to include the requirements of this paragraph in any and all subcontracts into which it enters. The NHGA shall immediately notify the Department if, during the term of this Agreement, the NHGA becomes debarred or has an agreement with the State of Nebraska terminated early. The Department may immediately terminate this Agreement by providing the NHGA written notice if the NHGA becomes debarred or if NHGA has an agreement terminated early by the State of Nebraska during the term of this Agreement.

G. COMMUNICATION BETWEEN PARTIES:

All notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally, emailed, or mailed, by U.S. Mail or other mail delivery service, to the addresses set forth

herein. Either party may change its email address or mailing address for notification purposes by giving notice of the change and setting forth the new address and the effective date.

For the Department:  
Casey Foster  
Nebraska Department of Agriculture  
PO Box 94947  
Lincoln, NE 68509-4947  
[casey.foster@nebraska.gov](mailto:casey.foster@nebraska.gov)

For NHGA:  
Courtney Fegter  
Advanced Association Management  
521 First Street  
PO Box 10  
Milford, Ne 68405  
[courtney@youraam.com](mailto:courtney@youraam.com)

IN WITNESS WHEREOF, the parties executed this Agreement.

DEPARTMENT OF AGRICULTURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Wellman, Director

NEBRASKA HOP GROWERS ASSOCIATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dave Gleason, President



**AGREEMENT**  
**BETWEEN THE**  
**NEBRASKA DEPARTMENT OF AGRICULTURE**  
**AND THE**  
**BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA ON BEHALF OF THE**  
**UNIVERSITY OF NEBRASKA – LINCOLN**

**#18-13-469**

This Agreement is entered into by and between the Nebraska Department of Agriculture, (hereafter “Department”) and the Board of Regents of the University of Nebraska on behalf of the University of Nebraska – Lincoln, (hereafter “UNL”).

**PURPOSE:** The purpose of this Agreement is to provide funding, as authorized by the Nebraska Craft Brewery Board, to UNL to create an academic undergraduate minor and host an undergraduate student workshop, both of which are designed to assist in the betterment of Nebraska’s craft beer industry and the industries that support it.

**AUTHORITY:** This Agreement is being entered into pursuant to the Nebraska Grape and Winery Board, (hereafter “Board”) statutes, Neb. Rev. Stat. §§53-301 to 53-305 which provide the Winery and Grape Producers Promotional Fund to be used by the Department at the direction of, and in cooperation with, the Board to develop programs that promote the wine industry in Nebraska.

The Board has conducted a public board meeting and directed the Department to provide funds to UNL.

THEREFORE, in consideration of the covenants herein contained, it is agreed by and between the parties hereto as follows:

**A. DESCRIPTION OF WORK**

1. UNL agrees to the following:
  - a. Utilize funds to pay for two activities:
    - i. Create an academic undergraduate minor in Fermentation Sciences at UNL; and

- ii. Plan and host an undergraduate student workshop, which exposes students from a diverse set of academic majors to career opportunities in the Nebraska craft brewing industry.
- b. Provide a written final report to the Department by July 15, 2023 describing the results of the project and the use of funds to be made public by the Board.
- c. Provide services from July 1, 2022, through June 30, 2023.

#### B. ALLOWABLE COSTS AND PAYMENTS

- 1. The Department will provide a sum of up to twenty-three thousand one hundred twenty-five dollars (\$23,125) from the Nebraska Beer Industry Promotional Fund to UNL upon both parties' signature to this Agreement and UNL incurring an obligation. UNL shall present Interagency Billing Transaction (IBT) invoices to the Department from which payments shall be made.
- 2. Final UNL billing shall be received no later than July 15, 2023.
- 3. The source of funding for this Agreement is the Nebraska Beer Industry Promotional Fund. Payment is contingent upon funding availability.
- 4. UNL specifically agrees that funds provided under this Agreement shall be used only for the project and purposes enumerated herein.
- 5. Any funds paid to UNL under this Agreement and not fully utilized and earned pursuant to this Agreement during the Agreement period shall be returned to the Department.

#### C. AGREEMENT PERIOD

The term of this Agreement is from **July 1, 2022, to July 15, 2023**, unless sooner terminated or completed as provided for in Section D.

#### D. AGREEMENT PROVISIONS

- 1. Termination: This Agreement may be terminated, at any time, upon mutual written consent of the parties, or by either party, with or without cause, upon thirty (30) days written notice to the other party. In the event of termination, the Department shall be under no further obligation to UNL, except that the Department shall pay UNL for the cost of services provided up to the date of termination, subtracting any additional costs caused by UNL's termination.

2. **Project Completion:** The project will be deemed to be complete when UNL completely and fully performs as outlined in Section A, or when funding is no longer available, whichever occurs first.
3. **Complete Understanding:** This Agreement incorporates the complete understanding of the parties. Any modification of the Agreement shall be in writing and executed by each party to be valid.
4. **Relationship of Parties:** The relationship of the Department and UNL under this Agreement shall be that of principal and independent contractor. It is understood by both the Department and UNL that UNL is not an employee of the Department and that the Department assumes no responsibility beyond those specifically stated in this Agreement.
5. **Assignable:** This Agreement is not assignable without the express written approval of the Department.
6. **Governing Law:** This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the Department regarding this Agreement shall be brought in the State of Nebraska administrative or judicial forums as defined by Nebraska State law.
7. **Indemnification:**
  - a. **General.** UNL, to the extent allowable by Nebraska State Law, agrees to defend, indemnify, hold, and save harmless the Department and its employees, volunteers, agents, and its appointed officials (hereafter "the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (hereafter "claim"), sustained or asserted against the Department, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of UNL, its employees, subcontractors, consultants, representatives, and agents, except to the extent such liability is attenuated by any action of the Department which directly and proximately contributed to any claim. The obligation to indemnify shall survive the expiration or termination of this Agreement.

- b. Personnel. UNL shall, to the extent allowable by Nebraska State Law, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by UNL.
- 8. Authority to Enter Agreement: UNL certifies the individual signing this Agreement has the legal power, right, and authority to enter into this Agreement and to bind UNL accordingly.
- 9. Attorney's Fees: In the event of any litigation, appeal, or other legal action to enforce any provision of this Agreement, UNL agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the Department is the prevailing party.
- 10. Severability: If any term or condition of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.
- 11. Penalty for Breach: In the event that UNL fails to perform any substantial obligation under this Agreement, the Department may withhold all monies due and payable to UNL, without penalty, until such failure is cured or otherwise adjudicated.

E. RECORDS AND WORK PRODUCT PROVISIONS

- 1. Records Available: The books of account, files, and other records of UNL which are applicable to this Agreement shall be made available in the State of Nebraska for inspection, review, copying, and audit by the Department and its representatives to determine the proper application and use of all funds paid to and for the account or benefits of UNL. All records involving transactions related to this Agreement are to be maintained for a period of five (5) years from the date the term of this Agreement begins. If any litigation or audit is begun, or a claim is instituted involving the Agreement, UNL shall retain the records beyond the five (5) year period until litigation, audit findings, or claim has been fully resolved and the Department has agreed that such records do not need to be retained.



2. Auditing Standard: The Department, under the Office of Management and Budget's Uniform Guidance, will utilize a risk-based approach to review federal and state contract dollars expended to subrecipients. This may include UNL providing recent audit reports to evaluate prior audit experiences and audit findings; Department review of subrecipient control environment; the Department requiring additional oversight reports; and UNL providing copies of invoices detailing how the Department funds were expended.

## F. COMPLIANCE PROVISIONS

1. Nondiscrimination:
  - a. UNL, and any and all subcontractors, shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensations, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin. UNL guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of this Agreement. UNL shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Agreement.
  - b. It is further understood and agreed, that if UNL is in violation of this clause, it shall be immediately barred from receiving further funds, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such act or action is unlikely.
2. ADA Compliance: All provisions under this Agreement are subject to the Americans with Disabilities Act.
3. Worker's Compensation: UNL, and any and all subcontractors guarantee payment of compensation to injured workers according to the Nebraska Worker's Compensation Act which is valid for the life of the Agreement including any extensions of the Agreement.
4. Drug Free: UNL, and any and all subcontractors shall have in force during the Agreement period, and available for inspection, a policy

regarding a drug-free workplace. The policy shall contain: A statement notifying employees Unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited; the specific actions that will be taken for violating the policy; and a requirement that each employee receive a copy of the policy.

5. Immigration Verification: UNL, and any and all subcontractors, shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronics verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of newly hired employees.
6. Early State Agreement Termination or Certification Regarding Debarment: UNL certifies that NWGGA is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). UNL further certifies that NWGGA has not had an agreement with the State of Nebraska terminated early by the State of Nebraska. If UNL has had an agreement terminated early by the State of Nebraska, NWGGA shall provide the agreement number, along with an explanation of why the agreement was terminated early. UNL also agrees to include the requirements of this paragraph in any and all subcontracts into which it enters. UNL shall immediately notify the Department if, during the term of this Agreement, UNL becomes debarred or has an agreement with the State of Nebraska terminated early. The Department may immediately terminate this Agreement by providing UNL written notice if UNL becomes debarred or if NWGGA has an agreement terminated early by the State of Nebraska during the term of this Agreement.

#### G. COMMUNICATION BETWEEN PARTIES

All notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally, emailed, or mailed, by U.S. Mail or other mail delivery service, to the addresses set forth herein. Either party may change its email address or mailing address for notification purposes by giving notice of the change and setting forth the new address and the effective date.

For the Department:  
Casey Foster  
Nebraska Department of Agriculture  
PO Box 94947  
Lincoln, NE 68509-4947  
[casey.foster@nebraska.gov](mailto:casey.foster@nebraska.gov)

For UNL:  
Terry Howell  
The Food Processing Center  
1901 N 21<sup>st</sup> St  
Lincoln, NE 68502  
[terry.howell@unl.edu](mailto:terry.howell@unl.edu)

With a copy to:  
University of Nebraska - Lincoln  
Office of Sponsored Programs  
151 Prem S. Paul Research Center  
2200 Vine Street, PO Box 830861  
Lincoln, NE 68583-0861  
[unlosp@unl.edu](mailto:unlosp@unl.edu)

IN WITNESS WHEREOF, the parties executed this Agreement.

DEPARTMENT OF AGRICULTURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Wellman, Director

BOARD OF REGENTS OF THE UNIVERSITY  
OF NEBRASKA

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Doty, Director  
Sponsored Programs



# **STATUTES**



## NEBRASKA CRAFT BREWERY BOARD

**Administration:** These statutes create the Nebraska Craft Brewery Board. The Board is given certain duties under these statutes. For administrative purposes, a fund is located in the Nebraska Department of Agriculture. The Department of Agriculture, at the direction of and in cooperation with the Nebraska Craft Brewery Board, shall use the Nebraska Beer Industry Promotional Fund to develop and maintain programs for the research and advancement of the beer brewing process, the marketing and promotion of the beer industry in Nebraska, and the marketing and promotion of agricultural products and their byproducts grown and produced in Nebraska for use in the beer industry. See also section 53-504 and sections 53-123.15 and 53-124.01 for information about statutes that provide money for the fund.

**Adoption:** The provisions of these statutes were initiated during the 2016 session of the Nebraska Legislature. This reproduction was prepared following that session.

**Rules:** The Board is given authority to adopt and promulgate regulations.

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<u>Section</u>	<u>Subject</u>
53-501 .....	Nebraska Craft Brewery Board; created
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53-505 .....	Board; annual report

**53-501. Nebraska Craft Brewer Board; created.**

The Nebraska Craft Brewery Board is created. All board members shall be (a) citizens of Nebraska, (b) at least twenty-one years of age, and (c) either engaged in or previously engaged in the manufacture or the wholesale or retail sale of beer in this state or engaged or previously engaged in the production in this state of agricultural products that are utilized in the brewing process. The board shall consist of seven members to be appointed by the Governor on a nonpartisan basis. At least two board members shall be selected by the Governor from a list of no fewer than ten candidates submitted by the Nebraska Craft Brewers Guild or its successor organization. In addition, at least two board members shall be selected by the Governor from a list of no fewer than ten candidates submitted by the Associated Beverage Distributors of Nebraska or its successor organization. The Director of Agriculture or his or her designee and the executive director of the Nebraska Tourism Commission or his or her designee shall be nonvoting, ex officio members of the board.

Whenever a vacancy occurs on the board for any reason, the Governor shall appoint an individual to fill such vacancy pursuant to the qualifications set forth in subsection (1) of this section.

53-502. Board; officers; terms; expenses.

(1) Within thirty days after the appointment of the initial members of the Nebraska Craft Brewery Board, such board shall conduct its first regular meeting. During that meeting, the board members shall elect from among themselves, by majority vote, a chairperson, vice-chairperson, secretary, and treasurer, all to serve for terms of one year from the date of election. Subsequent board meetings shall take place at least once every six months and at such times as called by the chairperson or by any three board members.

(2) Each member shall serve for a term of three years, except that at the expiration of the terms of the members in 2022, the Governor shall appoint two members for a term of one year, two members for a term of two years, and three members for a term of three years, and their successors shall be appointed for a term of three years. Upon completion of a term, a member may, at the Governor's discretion, be reappointed.

(3) All voting members of the board shall be reimbursed for their actual and necessary expenses incurred while engaged in the performance of official responsibilities as members of such board pursuant to sections 81-1174 to 81-1177.2 3

(4) A member may be removed by the Governor for cause. The member shall first be given a written copy of the charges against him or her and also an opportunity to be heard publicly. If a member moves out of 6 Nebraska, that shall be deemed sufficient cause for removal from office.

53-503. Board; powers and duties. The Nebraska Craft Brewery Board has the following powers and duties:

(1) Establish a public forum to provide any manufacturer of beer or producer of agricultural products used in the brewing process the opportunity, at least once annually, to discuss with the board its policies and procedures;

(2) Keep minutes of its meetings and other books and records which will clearly reflect all of the acts and transactions of the board and to make these records available for examination upon request by members of the public;

(3) Authorize and approve the expenditure of funds collected pursuant to section 4 of this act;

(4) Serve as an advisory panel to the Nebraska Liquor Control Commission in all matters pertaining to the beer industry; and

(5) Adopt and promulgate rules and regulations to carry out sections 1 to 5 of this act.

53-504. Payments required; Nebraska Beer Industry Promotional Fund; created; use;



investment.

(1) The Nebraska Beer Industry Promotional Fund is created. The fund shall consist of money credited pursuant to this section, fees received from shipping licenses issued to beer manufacturers pursuant to subsection (2) of section 53-123.15, gifts, grants, bequests, and any money appropriated by the Legislature. For administrative purposes, the fund shall be located in the Department of Agriculture.

(2) Beginning July 1, 2016, in addition to the annual license fee imposed by section 53-124.01, each holder of a craft brewery license shall pay an annual fee in the amount of two hundred fifty dollars to the Nebraska Liquor Control Commission or shall opt out of paying the additional fee on forms provided by the commission. Fees collected pursuant to this subsection shall be remitted to the State Treasurer for credit to the Nebraska Beer Industry Promotional Fund.

(3) The Department of Agriculture, at the direction of and in cooperation with the Nebraska Craft Brewery Board, shall use the Nebraska Beer Industry Promotional Fund to develop and maintain programs for the research and advancement of the beer brewing process, the marketing and promotion of the beer industry in Nebraska, and the marketing and promotion of agricultural products and their byproducts grown and produced in Nebraska for use in the beer industry. Such expenditures may include, but are not limited to, all necessary funding for the employment of experts in the field of beer brewing and business development, as deemed necessary by the board, and programs to carry out the purposes of this subsection. None of the money credited to the Nebraska Beer Industry Promotional Fund may be used for lobbying purposes.

(4) Money in the Nebraska Beer Industry Promotional Fund not expended during any fiscal year may be re-appropriated for the ensuing biennium. Any money in the fund available for investment shall be invested by the state investment officer pursuant to the Nebraska Capital Expansion Act and the Nebraska State Funds Investment Act.

53-505. Board; annual report.

(1) The Nebraska Craft Brewery Board shall publish an annual report on or before January 1 of each year which shall set forth in detail the following:

(a) The name and address of each board member and a copy of all rules and regulations adopted and promulgated by the board; and

(b) A detailed explanation of all programs for which the board approved funding during the most recently completed fiscal year pursuant to section 4 of this act.

(2) Each annual report shall be presented electronically to the Nebraska Liquor Control Commission within thirty days after its publication and made available also to any person who requests a copy. Except for the annual copy required by this section to be provided to the commission, the board may charge a nominal fee to cover the costs of printing and postage for making available copies of its annual reports.

