NEBRASKA
CRAFT BREWERY BOARD

Annual Report 2025

For information contact:

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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	Develop a strategic plan Organize, set NCBB goals and priorities for the next three years and establish time frames to for accomplishment Develop/implement action plan to establish/refine processes and procedures, public awareness and accomplishments that support and are consistent with strategic goals Identify duties and responsibilities of the NCBB Provide report and update of activities and accomplishments	• Establish vision, mission and board goals • Establish objectives, action steps and prioritize • Identify metrics to measure success of the goals • Track projects, tasks, timelines, etc. • Create NCBB logo, brand and messaging • Market and promote the beer industry in Nebraska • Market and promote agricultural products and their byproducts grown and produced in Nebraska for use in the beer industry • Develop and maintain programs for the research and advancement of the beer brewing process. • Fund programs and experts in the field of beer brewing and business development • Create public benefit through the development of new job opportunities in Nebraska beer Industry • Establish a public forum for manufacturer or producer to discuss board policies and procedures • Keep minutes, books and records • Authorize/approve expenditure of funds collected

Goal	Objective	Action Steps
		• Serve as advisory panel to Nebraska Liquor Control Commission • Adopt and promote rules and regulations
Maintain and Enhance Financial Viability and Revenue of the Craft Brewery Board	Develop financial plan Review and approve the fiscal reports Increase awareness; buy-in 100% of brewers 75% of the funds granted/25% reserved Explore other funding sources	• Publish an annual report on or before January 1 • Collect/compile reports for board-funded projects • Explore additional funding sources; and identify matching funds (i.e. grants; Hop Association, CBA, Distributors) • Analyze other state-based organizations/non-profit membership associations
Market and promote the beer industry in Nebraska.	Stimulate local economy development and tourism by highlighting Brewers and industry	• Develop Brewer Tourism strategy • Identify current brewers/growers, in clustered tourism areas • Explore existing marketing tools available • Develop and maintain website • Develop brand recognition for Nebraska beer • Create promotional materials, brochures, displays • Coordinated marketing and advertising campaigns that promote and highlight Nebraska craft brewer's talent and locally sourcing efforts • Advertise at tradeshows/festivals/brewery tours
Market, promote and diversify agricultural products and their byproducts	Stimulate local economy development and tourism by highlighting Growers and industry	• Develop grower tourism strategy • Identify current brewers/growers, in clustered tourism areas • Explore existing marketing tools available (NDA, SARE, partner with UNL)

Goal	Objective	Action Steps
grown and produced in Nebraska for use in the beer industry.	Explore USDA tourism/value added agriculture grants Look into export opportunities Growers • Yeast • Barley • Wheat • Hops • Honey • Fruit	• Develop/maintain website; FAQ's for growers • Develop brand recognition for Nebraska growers • Create promotional materials, brochures, displays • Coordinated marketing and advertising campaigns that promote and highlight Nebraska craft brewer's talent and locally sourcing efforts • Advertise at tradeshows/festivals/harvest tours
Develop and maintain programs for the research and advancement of the beer brewing process.	Improve quality, efficiency and profits through education and collaboration Fund research projects – share research with public Support Nebraska Brewer and Grower Conferences and Trade Shows	• Support production research projects that build support and knowledge for brewing beer (i.e. workshops, classes, certification, etc.) • Research yeast development • Research hop variety development conducive to midwest growing region
Identify experts in the field of beer brewing and business development.	Maintain and increase partnerships in the Industry. Build deeper insight and knowledge about supply chain Understand how each link affects the other • Breeding Programs/Growers/Processing • Distribution • Breweries • Feedback/Forecasting	• Define industry needs/develop cost effective strategies to improve value/benefits to all members • Develop FAQ/Brochure for brewers and growers (entering the business, equipment needs, what to avoid, challenges, requirements, NLCC) • Identify mentors in the Nebraska and Midwest industry • Engage with UNL/Extension, NHGA, NCBG, NDA and other entities/ organizations that impact Nebraska beer industry

Goal	Objective	Action Steps
	• Sales/Supply Management • Plan/procurement	
Create public benefit through the development of new job opportunities in Nebraska beer industry	Job Creation: • Brewery production • Taproom/ restaurants • Distribution • Agriculture production • Processing production • Allied trade • Retailers	

REQUEST FOR PROPOSALS

April 10, 2025

FOR IMMEDIATE RELEASE

Contact: Josh Christensen, Chair
Nebraska Craft Brewery Board
josh@christensenhops.com

Nebraska Craft Brewery Board to Award Grants for Projects Designed to Help Grow Industry

LINCOLN — The Nebraska Craft Brewery Board's mission, "Grow Local. Brew Local. Buy Local," is the inspiration behind the goal of growing the state's craft brewery industry. To help achieve that goal, the Nebraska Craft Brewery Board is seeking project proposals from growers, industry organizations, state and local agencies, educational groups, and others to fund research, development, and marketing projects in Nebraska's craft brewing industry. This year, the Board anticipates allocating approximately $120,000 in grants to fund such projects. The deadline to submit proposals is April 30, 2025.

"Craft breweries are popular because consumers are interested in drinking unique, flavorful beer that supports local businesses," said Josh Christensen, Chair of the Nebraska Craft Brewery Board. "Craft breweries create jobs, add tax revenue, and attract tourism to Nebraska. The Nebraska Craft Brewery Board grants represent opportunities 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 53 licensed craft breweries in Nebraska.
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 and must be submitted by April 30, 2025.

Project proposals must clearly explain how the funds will be used and how they will benefit the craft brewery industry in Nebraska. All projects will begin no earlier than July 1, 2025, and end no later than June 30, 2026. Grant applicants will be asked to present their projects to the Nebraska Craft Brewery Board at the next meeting, June 17, to give Board members an opportunity to ask questions. Nebraska Craft Brewery Board members represent different aspects of the craft beer industry including brewers, manufacturers, distributors, consumers, and farmers growing barley and hops.

For more information about project proposals and the grant process, contact Casey Foster, Nebraska Department of Agriculture, at 402-471-6857, or by email at casey.foster@nebraska.gov.

# # #

Nebraska Craft Brewery Board
Request for Proposal Application Instructions
2025 - 2026 Fiscal Year

Applications due by **April 30, 2025**

Submit applications via online at
https://tinyurl.com/NCBB-RFP2025

Questions regarding this grant should be directed to Casey Foster at 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, 2025 – June 30, 2026 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, 2024, and on or prior to June 30, 2025. Invoices shall be presented to the Department of Agriculture from which payments 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, 2024, and end no later than June 30, 2025. There is no penalty if projects end prior to June 2025.

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	$134	$0	$134	200 miles @ $0.67/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
Total	**$4,554**	**$1,660**	**$6,214**	

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

December 4th, 2024	1:00 pm	https://tinyurl.com/CBBNOV2024

Meeting Called By:	Nebraska Craft Brewery Board
Meeting Type:	Board Meeting
Chairman:	Josh Christensen
Note Taker:	Nolan Lemna
Attendees:	Board: Joshua Christensen, Eric Schafer, Nikolai Knezovich, Ryan Penke, Anthony Gillick, Mark Kraus, Zachary Triemert (absent), Casey Foster (ex-officio), Jenna Bartja (ex-officio) NDA Staff: Nolan Lemna, Kevin Shearman Public: Silvana Martini, Doug Carr, Andy Rasmussen, Jennifer Auchtung
Open Meetings Act:	Public notices posted at: Nebraska.gov Public Calendar (11/12)

Call to Order – Meeting was called to order at 1:02 pm. Roll call attendance occurred. Zachary was absent.

Approval of Agenda & Previous Meeting Minutes

Discussion:
A motion was made to approve the meeting agenda and previous meeting minutes as is. The agenda and past minutes can be accessed by requesting a copy from the Nebraska Department of Agriculture. The agenda and past minutes were sent out to board members beforehand.

Motion to Approve: Eric	**Second:** Mark

Roll Call Vote Zachary was absent. Ryan abstained.	For: ☒ **Josh** ☒ **Eric** ☒ **Nikolai** ☐ **Ryan** ☒ **Anthony** ☒ **Mark** ☐ **Zachary**	Against: ☐ **Josh** ☐ **Eric** ☐ **Nikolai** ☐ **Ryan** ☐ **Anthony** ☐ **Mark** ☐ **Zachary**

Pubic Comments

There were no public comments.

Project Reports

There were no project reports.

2023-24 Annual Report

Discussion:
A motion was made to accept the 2023 – 2024 Annual Report. The annual report can be accessed on the Nebraska Craft Brewery Board Website.

Motion to Approve: Josh	**Second:** Ryan

Roll Call Vote Zachary was absent.	For: ☒ **Josh** ☒ **Eric** ☒ **Nikolai**	Against: ☐ **Josh** ☐ **Eric** ☐ **Nikolai**

Ryan abstained.	☐ **Ryan** ☒ **Anthony** ☒ **Mark** ☐ **Zachary**	☐ **Ryan** ☐ **Anthony** ☐ **Mark** ☐ **Zachary**

2023-24 End of Year Fiscal Report

Discussion:

End of Year Report showed an ending cash balance of $146,836.17. A motion was made to approval the 2023-24 End of Year Fiscal Report.

Motion to Approve: Eric	**Second:** Josh	
Roll Call Vote Zachary was absent. Ryan abstained.	For: ☒ **Josh** ☒ **Eric** ☒ **Nikolai** ☐ **Ryan** ☒ **Anthony** ☒ **Mark** ☐ **Zachary**	Against: ☐ **Josh** ☐ **Eric** ☐ **Nikolai** ☐ **Ryan** ☐ **Anthony** ☐ **Mark** ☐ **Zachary**

2024-25 Fiscal Year Report – Year to Date

Discussion:

Year to Date discussion of the fiscal report was given by Kevin Shearmen. As of October, the board has $117,058.05 in the account. A motion was made to accept the 2024 Fiscal Year Report as of October.

Motion to Approve: Josh	Second: Eric	
Roll Call Vote Zachary was absent. Ryan abstained.	For: ☒ **Josh** ☒ **Eric** ☒ **Nikolai** ☐ **Ryan** ☒ **Anthony** ☒ **Mark** ☐ **Zachary**	Against: ☐ **Josh** ☐ **Eric** ☐ **Nikolai** ☐ **Ryan** ☐ **Anthony** ☐ **Mark** ☐ **Zachary**

Project Proposals

Discussion:

A motion was made and seconded to accept a project proposal from UNL (Andy Rasmussen) for a continuation of the Brewing & Fermentation Class. The request was for $10,000 ($7,500 personnel, $2,500 supplies). Casey mentioned that proposals are typically received in the spring, but they can be approved year-round. The class has been popular, and feedback has been extremely positive. The board is excited for the industry exposure they receive from this class.

Motion to Approve: Eric	**Second:** Mark	
Roll Call Vote Zachary was absent.	For: ☒ **Josh** ☒ **Eric** ☒ **Nikolai** ☒ **Ryan** ☒ **Anthony** ☒ **Mark** ☐ **Zachary**	Against: ☐ **Josh** ☐ **Eric** ☐ **Nikolai** ☐ **Ryan** ☐ **Anthony** ☐ **Mark** ☐ **Zachary**

Next Meeting	
Discussion: The next meeting is set for March 4th, 2025, at 1:00pm. It will be held via Webex.	
Adjourn	
A motion was made to adjourn the meeting at 1:49 pm.	
Motion to Approve: Josh	**Second:** Mark

March 4th, 2025	1:00 PM	https://tinyurl.com/CBBMAR2025
Meeting Called By:	Nebraska Craft Brewery Board	
Meeting Type:	Board Meeting	
Chairman:	Josh Christensen	
Note Taker:	Casey Foster	
Attendees:	Board: Joshua Christensen, Eric Schafer, Ryan Penke, Mark Kraus, Ex-Officio: Casey Foster, Jenna Bartja Public: Keenan Amundsen, Anthony Edwards, Andy Rasmussen, Kevin Shearman, Holly Tuch	
Board Members Absent	Anthony Gillick, Zachary Triemert, Nikolai Knezovich	
Open Meetings Act:	Public notices posted at: Nebraska.gov Public Calendar (2/26/2025)	

Call to Order

Discussion:
Meeting was called to order at 1:02 PM. Roll call attendance occurred.

Approval of Agenda

Discussion:
A motion was made to approve the meeting agenda. The agenda can be accessed by requesting a copy from the Nebraska Department of Agriculture. The agenda was sent out to board members beforehand.

Motion to Approve: Mark | **Second:** Eric

Roll Call Vote	For:	Against:
	☒ Josh	☐ Josh
	☒ Eric	☐ Eric
	☐ Nikolai	☐ Nikolai
	☒ Ryan	☐ Ryan
	☐ Anthony	☐ Anthony
	☒ Mark	☐ Mark
	☐ Zachary	☐ Zachary

Approval of Meeting Minutes

Discussion:
A motion was made to approve the previous meeting minutes (Dec. 4, 2024) as is. The past minutes can be accessed by requesting a copy from the Nebraska Department of Agriculture. The past minutes were sent out to board members beforehand.

Motion to Approve: Eric | **Second:** Mark

Roll Call Vote	For:	Against:
	☒ Josh	☐ Josh
	☒ Eric	☐ Eric
	☐ Nikolai	☐ Nikolai
	☒ Ryan	☐ Ryan
	☐ Anthony	☐ Anthony
	☒ Mark	☐ Mark
	☐ Zachary	☐ Zachary

Project Reports

Keenan Amundsen (UNL) – The primary goal of the Improving Integrity of Hop Breeding Lines is to evaluate how UNL experimental elite hop breeding lines perform in commercial hop production operations. UNL successfully established three different experimental hop lines in Denton, Ft. Calhoun, North Platte, and Lincoln, NE (10 plants of each genotype at each location). Plants were established later than originally planned (late June in Denton, late July in Ft. Calhoun, August in North Platte), but everything was successfully established and some of the growers reported that the lines even reached the top wire at their location. The lines exhibited minimal disease and most produced cones which was notable given the short growing season. Overall the project had a good start in 2024 and are looking forward to how the plants survive the winter and perform during the upcoming growing season. UNL wants to extend a heartfelt thank you to the NCBB since their support is helping to develop a thriving hop breeding program in the state, so thank you!

Courtney Fegler (NHGA) – NHGA Top Hop will be on April 12, 2025, from 11:00 – 3:00 at Kros Strain Brewing. We're expecting 18-20 professional and home brewers for the event; and 300 attendees. With good weather, we will be outdoors in the front parking lot; or move indoors as needed. NCBB members are invited to attend Top Hop with the Promo Code: ThanksNCBB.

Andy Rassmussen (UNL) – The beer brewing class was a success. The purpose of the project was to continue to push forward using the momentum related to brewing and fermentation science we have already built up with the goal of continuing to offer regular curricular options related to beer brewing. Current University financial budget constraints have put offering the brewing course in jeopardy this academic year. Therefore, funds from the NCBB allowed us to offer the beer brewing course this pre-spring semester (January 2nd, 2025 - January 17th, 2025). The financial support from NCBB allowed UNL to offer the course one more time and demonstrate a continued interest and support from the industry on this topic. This strengthens requests for funds from UNL for upcoming years. NCBB funds covered supplies related to offering the course like brewing and sensory analysis supplies and compensation for the instructor, Dr. Andrew Rasmussen, who developed the course, taught it last year, but is not regular faculty at the University.

Holly Tuch (NCBG) – Thanks to the support of the Drink Local Nebraska Marketing Grant, we successfully launched Nebraska Pint Day on October 1, 2024! This statewide celebration was a resounding success, bringing craft beer lovers together while driving awareness and support for our local breweries. Given the overwhelming response, we're thrilled to announce that Nebraska Pint Day will now be an annual tradition, taking place on the first Tuesday of October each year!

Additionally, with funding from the Nebraska Craft Brewers Guild Conference + Expo Grant, we expanded our educational offerings for members. On February 3rd, we hosted our first-ever Digital Marketing Academy workshop, equipping attendees with the fundamentals of DIY marketing strategies to help them grow their businesses. The following day, on February 4th, we proudly hosted the Nebraska Craft Brewers Guild Annual Conference + Expo, providing a premier platform for networking, industry insights, and professional development.

These initiatives wouldn't be possible without the generous support of the Nebraska Craft Brewery Board, and we're incredibly grateful for the opportunity to continue elevating and supporting our state's craft brewing industry. Cheers to growth, innovation, and another exciting year ahead!

Jenna Barja (Nebraska Tourism) – Lower attendance at the Nebraska Tourism Conference, but looking for ways to increase attendance. Grant awardees were announced and can be found at https://www.visitnebraska.gov. Passport Program was released. Lists 70 locations. Open May 1 – Sept. 30

Casey Foster (NDA) – A total of 30 SCBGP applications were received and 13 have been selected to move on to Phase II of NDA's competitive application process. Announcements are being held off until official word has been received from the USDA as to Nebraska's funding allotment for 2025.

2024-25 Fiscal Year Report

Discussion:

Year-to-date discussion of the fiscal report was provided by Kevin Shearman. As of January, the board has an Ending Cash Balance of $90,326.75. A motion was made to accept the 2024-25 Fiscal Year Report as of January.

Anthony Edwards is NDA's new State Auditor.

Motion to Approve: Josh	Second: Eric	
Roll Call Vote	For: ☒ **Josh** ☒ **Eric** ☐ **Nikolai** ☒ **Ryan** ☐ **Anthony** ☒ **Mark** ☐ **Zachary**	Against: ☐ **Josh** ☐ **Eric** ☐ **Nikolai** ☐ **Ryan** ☐ **Anthony** ☐ **Mark** ☐ **Zachary**

Project Proposals

Discussion:

A motion was made to amend an approved project proposal from UNL (Andy Rasmussen) for a continuation of the Brewing & Fermentation Class. The request was to utilize up to $350 remaining from the existing grant to offer a lab experience brewing beer course at the Food Processing Center's 3.5 BBL Brewhouse for FDST 455L: Microbiology of Fermented Foods lab. Costs include 3.5 BBL beer supplies for FDST 455 Fermented Foods. The class has been popular, and feedback has been extremely positive. The board is excited for the industry exposure they receive from this class.

Motion to Approve: Josh	**Second:** Ryan	
Roll Call Vote	For: ☒ **Josh** ☒ **Eric** ☐ **Nikolai** ☒ **Ryan** ☐ **Anthony** ☒ **Mark** ☐ **Zachary**	Against: ☐ **Josh** ☐ **Eric** ☐ **Nikolai** ☐ **Ryan** ☐ **Anthony** ☐ **Mark** ☐ **Zachary**

Board Member Awards

Discussion:

A motion was made to allocate up to $100 for plaques to be presented to board members who have decided not to seek board reappointment.

Motion to Approve: Josh	**Second:** Mark
Roll Call Vote	For:

Ryan abstained.	☒ **Josh** ☒ **Eric** ☐ **Nikolai** ☐ **Ryan** ☐ **Anthony** ☒ **Mark** ☐ **Zachary**

RFP Review and 2025 Application Process		
Discussion: Casey showed the sample of the 2025-26 RFP application and instructions via Google Docs. The documents will be published and made viewable to the public immediately following the conclusion of the meeting. Deadline to apply is April 30, 2025. A link to the documents (https://tinyurl.com/RFP2025-INST and (https://tinyurl.com/NCBB-RFP2025) will be sent to industry representatives. Also, a press release will be written and released to the media to encourage eligible applicants to apply.		
Motion to Approve: Eric	**Second:** Mark	
Roll Call Vote	For: ☒ **Josh** ☒ **Eric** ☐ **Nikolai** ☒ **Ryan** ☐ **Anthony** ☒ **Mark** ☐ **Zachary**	Against: ☐ **Josh** ☐ **Eric** ☐ **Nikolai** ☐ **Ryan** ☐ **Anthony** ☐ **Mark** ☐ **Zachary**
Next Meeting		
Discussion: The next meeting is set for June 17, 2025, at 1:00pm. It will be held via Webex.		
Adjourn		
A motion was made to adjourn the meeting at 2:02 PM.		
Motion to Approve: Josh	**Second:** Eric	
Roll Call Vote	For: ☒ **Josh** ☒ **Eric** ☐ **Nikolai** ☒ **Ryan** ☐ **Anthony** ☒ **Mark** ☐ **Zachary**	Against: ☐ **Josh** ☐ **Eric** ☐ **Nikolai** ☐ **Ryan** ☐ **Anthony** ☐ **Mark** ☐ **Zachary**

June 17th, 2025	1:00 pm	https://tinyurl.com/NCBB2025
Meeting Called By:	Nebraska Craft Brewery Board	
Meeting Type:	Board Meeting	
Chairman:	Josh Christensen	
Note Taker:	Eastlyn Wright	
Attendees:	Board: Joshua Christensen, Mark Kraus, Ryan Penke, Nikolai Knezovich, Eric Schafer (absent), Anthony Gillick (absent), Zarchary Striemert (absent), Casey Foster (ex-officio) NDA Staff: Eastlyn Wright, Anthony Edwards, Kevin Shearman, Jenna Kanke Public: Silvana Martini, Andy Rasmussen, Jennifer Auchtung, Holly Tuch, Courtney Fegter, Juan Villegas, Keenan Amundsen, Kristina Alas, Mitch Hunt, Janye Stratton, Bryce Doeschot	
Open Meetings Act:	Public notices posted at: Nebraska.gov Public Calendar (11/12)	
Call to Order – Meeting was called to order at 1:02 pm. Roll call attendance occurred. Zachary was absent.		
Approval of Agenda & Previous Meeting Minutes		
Discussion: A motion was made to approve the meeting agenda and previous meeting minutes as is. The agenda and past minutes can be accessed by requesting a copy from the Nebraska Department of Agriculture. The agenda and past minutes were sent out to board members beforehand.		
Motion to Approve: Eric	**Second:** Mark	
Roll Call Vote Zachary was absent. Ryan abstained.	For: ☒ **Josh** ☐ **Eric** ☒ **Nikolai** ☒ **Ryan** ☐ **Anthony** ☒ **Mark** ☐ **Zachary**	Against: ☐ **Josh** ☐ **Eric** ☐ **Nikolai** ☐ **Ryan** ☐ **Anthony** ☐ **Mark** ☐ **Zachary**
Pubic Comments		
There were no public comments.		
Project Reports		
There were no project reports.		
2024-25 Annual Report		
Discussion: A motion was made to accept the 2024 – 2025 Annual Report. The annual report can be accessed on the Nebraska Craft Brewery Board website.		
Motion to Approve: Josh	**Second:** Ryan	
Roll Call Vote	For: ☒ **Josh**	Against: ☐ **Josh**

<table>
<tr><td>Zachary, Anthony, and Eric were absent.</td><td>☐ Eric
☒ Nikolai
☒ Ryan
☐ Anthony
☒ Mark
☐ Zachary</td><td>☐ Eric
☐ Nikolai
☐ Ryan
☐ Anthony
☐ Mark
☐ Zachary</td></tr>
<tr><td colspan="3">2024-25 Fiscal Year Report – Year to Date</td></tr>
<tr><td colspan="3">Discussion:
Year-to-date discussion of the fiscal report was presented by Anthony Edwards. As of May 31, 2025, the board’s Ending Cash Balance was $170,973.72, noting that amount does not include any funds that may be submitted for reimbursement from June 1 – July 15, 2025. A motion was made to approve the 2025 May fiscal report as presented.</td></tr>
<tr><td colspan="2">Motion to Approve: Josh</td><td>Second: Eric</td></tr>
<tr><td>Roll Call Vote

Zachary, Anthony, and Eric were absent.</td><td>For:
☒ Josh
☐ Eric
☒ Nikolai
☐ Ryan
☒ Anthony
☒ Mark
☐ Zachary</td><td>Against:
☐ Josh
☐ Eric
☐ Nikolai
☐ Ryan
☐ Anthony
☐ Mark
☐ Zachary</td></tr>
<tr><td colspan="3">Project Proposals</td></tr>
<tr><td colspan="3">Discussion:

UNL proposed a project in the amount of $23,029 for developing an in vitro screening method for hops downy mildew resistance to research. Downy Mildew. The primary objective is to develop a test for screening elite hops lines and quantifying their level of downy mildew resistance. Test results will be compared with field data to cross validate the methods and potentially lead to discovery of new sources of downy mildew resistance. This project was approved for funding in the amount of $15,000.

UNL proposed a project to continue to offer internships, education, etc. surrounding brewing. Two activities: (1) fund internships for 2-4 students with strong interest in brewing careers, (2) Expand access to Brewing Fundamentals Class through UNL continuing education program by offering online class followed by 3-day in person class. A total of $9,460 was approved for funding.

NDA requested $5,000 for NAYI, to increase an opportunity for Nebraska youth to explore career opportunities within Nebraska agriculture. NAYI takes place the second week of July with 220 student delegates attending. A representative from the craft brewery industry was slated to serve on NAYI’s Alternative Ag Panel. This project was fully funded.

UNL requested $9,460 for project related to AI use within the industry. The overall goal of this proposal is to establish whether the use of Al is reliable in providing assistance in developing new recipes for the craft brewer in Nebraska, and whether concerns exist regarding the safety and quality of these recipes. This proposal seeks to provide guidelines on the use of Al for specialized craft beer products. This project was not approved for funding.

Huntrex proposed $12,000 to create an app for the craft brewery industry to promote, would able info for each brewery with the potential to offer coupons, events, sponsors, push notifications, etc. This project was not approved for funding.</td></tr>
</table>

Huntrex proposed $650 to continue hosting the NCBBB website. This project was fully funded.

UNL proposed evaluating the impact of terroir on hop genotypes requesting $15,550. Studying how climate and other environmental factors impact the taste/smell/quality of 4 hop varieties from 4 sites. Analysis and sensory labs will occur post-harvest. This project was fully funded.

Scott Free Brewing proposed a project in the amount of $15,000 that would involve creating a limited-edition series of beers brewed exclusively with ingredients sourced from within a defined radius of the brewery (150 miles). Each beer in the series would highlight a specific local ingredient or a combination of locally sourced components. Primarily, as much as is possible, this project would feature Nebraska grown and provided ingredients. To feature those ingredients, they would host several events, which would need promotion throughout the local area. This project was not approved for funding.

NCBG presented a project in the amount of $50,000 to increase market share, brand loyalty, and tourism for Nebraska's craft beer and cider industry through unified, statewide marketing and event initiatives under the "Drink Local Nebraska" campaign. By encouraging year-round local purchasing and engagement and spotlighting October as "Drink Local Month" the Guild aims to grow consumer awareness, educate the public on the industry's economic value, and drive traffic to breweries and cideries across the state. This project was approved in the amount of $40,000.

NCBG presented a project in the amount of $50,000 to fund an Executive Director to ensure the Guild's mission, vision, values and goals are met in a timely and effective manner and all stakeholders are engaged in achieving collective success. The Guild's strategic plan, created in 2021, will be utilized and referenced in measuring success of the work of the Executive Director. Duties will include member recruitment, engagement, and retention; statewide marketing and consumer education campaigns; public relations and media outreach; professional development programming; all graphic design and technology needs; event creation and management; legislative advocacy; and organizational governance. By consolidating leadership, marketing, operations, and fundraising into a single role, the Guild eliminates the need for external agencies and maximizes the return on every dollar invested. This project was fully funded.

NCBG presented a project in the amount of $50,000 for expansion of the Nebraska Craft Brewers Guild Annual Conference and Expo and continuation of its Digital Marketing Academy. The goals of this project are to:

1. Expand the annual Nebraska Craft Brewers Guild Conference + Expo into a two-day regional event, attracting at least 400 attendees, with multiple educational tracks and an industry expo.
2. Host two sessions of the Digital Marketing Academy to equip up to 50 brewery professionals with hands-on digital marketing skills and custom brand materials.
3. Strengthen industry collaboration, promote workforce retention, and deliver high- value continuing education that enhances Nebraska's reputation as a leader in craft beverage training.

This project was approved in the amount of $30,000.

NCBG requested $14,000 to provide Nebraska craft brewers, cider makers, and industry partners with monthly access to high-quality national and regional beverage alcohol market data via a one-year subscription with Bump Williams Consulting (BWC). With the cost of individual subscriptions often exceeding thousands of dollars monthly, this service is otherwise inaccessible to most small breweries. Grant funds will allow the Nebraska Craft Brewers Guild to deliver curated, industry-specific data to its membership through regular reports, webinars, and presentations. This project was not approved for funding.

UNL requested $28,500 to extend the impact of craft brewing education through internships, workshops, and online education. The overall goals of this project are to 1) better engage undergraduate students with the craft brewing industry through funded internships and 2) to provide more opportunities for Craft brewing continuing education through development of a Craft brewing online course and in-person workshop coordinated through UNL's continuing education department. This project was not approved for funding.

Nebraska Rural Radio Association proposed a project in the amount of $15,000 to:
- Increase public understanding of Nebraskka's craft brewing industry and its link to agriculture; and
- Build support for local brewers and Nebraska-grown products through education and positive storytelling.

This project was not approved for funding.

Additional funds were set aside for NDA administrative costs ($8,000) and board expenses ($500).

10 minute break following proposals. Meeting resumed at 3:00 pm

Decisions related to proposals were made and a budget was approved.

Motion to Approve: Mark	**Second:** Josh	
Roll Call Vote Zachary, Anthony, and Eric were absent. Nikolai abstained from the vote.	For: ☒ **Josh** ☐ **Eric** ☐ **Nikolai** ☒ **Ryan** ☐ **Anthony** ☒ **Mark** ☐ **Zachary**	Against: ☐ **Josh** ☐ **Eric** ☐ **Nikolai** ☐ **Ryan** ☐ **Anthony** ☐ **Mark** ☐ **Zachary**
Next Meeting		
Discussion: The next meeting is set for October 21, 2025, at 1:00pm. It will be held via Webex.		
Adjourn		
A motion was made to adjourn the meeting at 3:49 pm.		
Motion to Approve: Josh	**Second:** Mark	

2024 – 2025 FISCAL REPORT

Craft Brewery Board
Fiscal Report
July 1, 2024 - June 30, 2025

Category	FY 24-25 Budget	Budget Updates	June 2025	YTD Total
Beginning Cash Balance	$ 146,836	$	$ 170,973.72	$ 146,836.17
Revenue				
Brewery Fees	$ 7,000	$	$ 0.00	$ 0.00
Shipper License Fees	120,000		0.00	120,000.00
Investment Interest	3,000		442.59	4,550.56
Total Revenue	$ 130,000	$ 0	$ 442.59	$ 124,550.56
Total Available Cash	$ 276,836	$ 0	$ 171,416.31	$ 271,386.73
Expenditures				
Administrative				
Printing (Annual Report)	$ 300	$ -	$ 0.00	$ 308.62
NE Craft Brewery Board Website	650	-	0.00	650.00
NDA Administration	8,000	-	1,028.18	4,785.69
Board Expenses	1,000	-	0.00	0.00
Subtotal	$ 9,950	$ -	$ 1,028.18	$ 5,744.31
Promotion				
NCBG Industry Marketing FY24-25	$ 29,000	$ -	$ 0.00	$ 3,404.57
NCBG Executive Director FY24-25	25,000	-	0.00	23,333.00
NHGA Director & Marketing Assistance	25,000	-	0.00	10,416.70
UNL - Brewing & Fermentation Class	10,000	10,000	0.00	9,546.21
Subtotal	$ 89,000	$ 10,000	$ 0.00	$ 46,700.48
Education				
NCBG 2024 Brewers Conference	$ 50,000	$ -	$ 0.00	$ 5,236.28
NDA - Nebraska Agricultural Youth Institute (NAYI 2024)	5,000	-	0.00	5,000.00
Subtotal	$ 55,000	-	$ 0.00	$ 10,236.28
Research				
Improving Integrity of Hop Breeding Lines	$ 20,000	$ -	$ 0.00	$ 16,650.24
Subtotal	$ 20,000	$ -	$ 0.00	$ 16,650.24
Prior Year Obligations				
NCBG Marketing Coordinator FY23	$ 0	$ -	$ 0.00	$ 3,281.74
Mildew Screening of Hop Genotypes	0	-	0.00	6,867.95
Academic Path	0	-	0.00	11,517.60
Subtotal	$ 0	$ -	$ 0.00	$ 21,667.29
Unobligated	$ 0	$ -	$ 0.00	$ 0.00
Total Expenditures	$ 173,950	$ 10,000	$ 1,028.18	$ 100,998.60
Adjustment to Fund Balance			0.00	0.00
Ending Cash Balance	$ 102,886	$	$ 170,388.13	$ 170,388.13

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

Percent of Fiscal Year Elapsed:	100%
FY 23-24 Revenue to Date:	$ 129,370.17
FY 23-24 Expenditures to Date:	$ 216,674.26

CONTRACTS

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, 2025, 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, 2024, through June 30, 2025.

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 NHGA upon both parties signing this Agreement and NHGA incurring an obligation;

2. Final NHGA billing shall be received no later than July 15, 2025;

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 **July 1, 2024, to July 15, 2025,** 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

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

IN WITNESS WHEREOF, the parties executed this Agreement.

DEPARTMENT OF AGRICULTURE

DocuSigned by:

7/2/2024

Brent Davis

F93C7C3CFA294C8...

Date

For Sherry Vinton, Director

NEBRASKA HOP GROWERS ASSOCIATION

DocuSigned by:

7/1/2024

Ryan Heine

EB2DF93AC9794AC...

Date

Ryan Heine, President

AGREEMENT

BETWEEN THE

NEBRASKA DEPARTMENT OF AGRICULTURE

AND THE

NEBRASKA CRAFT BREWERS GUILD

#18-13-375

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 pay for sponsorship of the Nebraska Craft Brewers Guild Conference and Expo and the new Digital Marketing Academy.

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 help support the planning and implementation of Nebraska Craft Brewers Guild Conference and Expo and the new Digital Marketing Academy. The goals of the conference are to

i. Provide high quality educational opportunities for craft breweries and cideries, those interested in entering the market, and those connected to the craft brewing industry in Nebraska and regionally.

ii. Create an opportunity for collaboration and meaningful connections amongst Nebraska's breweries and cideries, regional craft brewers, allied trade members, and businesses working in the craft beverage industry.

iii. Position this event as a "must attend" for the Midwest region through the recruitment of an excellent speaker lineup, strong sponsoring and supporting organizations, and production of a well-executed event.

iv. Generate interest in careers in the craft beverage industry and help support the retention of local talent in Nebraska.

b. The goals of the new NCBG Digital Marketing Academy are to:

i. Equip participants with essential skills in social media marketing, website maintenance, iPhone photography for business, beginner-level AI utilization, and mastering Canva for branding and marketing purposes.

ii. Empower Nebraska's craft brewing industry professionals to enhance their online presence, engage with consumers effectively, and drive business growth through practical workshops and expert-led sessions.

iii. Provide attendees with strategies to optimize marketing efforts, streamline operations, and maximize ROI by leveraging cutting-edge digital tools and platforms.

iv. Foster a supportive learning environment that enables brewers to navigate the digital realm confidently, ensuring their businesses remain competitive and resilient in today's ever-evolving market.

c. Provide a written final report to the Department by July 15, 2025, 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, 2024, through June 30, 2025.

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 NCBG incurring an obligation;

2. Final NCBG billing shall be received no later than July 15, 2025;

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, 2024, to July 15, 2025,** 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

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

IN WITNESS WHEREOF, the parties executed this Agreement.

DEPARTMENT OF AGRICULTURE

7/17/2024
Date

DocuSigned by:
Brent Davis
F93C7C9CFA294C8...
For Sherry Vinton, Director

NEBRASKA CRAFT BREWERS GUILD

7/17/2024
Date

DocuSigned by:
Nathan Hoeft
5B8227A68B7C42A...
Nathan Hoeft, President

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 membership engagement in the craft brewing industry, promote the industry on a state and national level via marketing activities and events, educate the public about craft brewing in the state, provide continuing educational events to its members, 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, 2025 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, 2024, through June 30, 2025.

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, 2025;

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, 2024, to July 15, 2025,** 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

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

IN WITNESS WHEREOF, the parties executed this Agreement.

DEPARTMENT OF AGRICULTURE

DocuSigned by:
Brent Davis
F93C7C3CFA294C8...

7/17/2024

Date For Sherry Vinton, Director

NEBRASKA CRAFT BREWERS GUILD

DocuSigned by:
Nathan Hoeft
5B8227A58B7C42A...

7/17/2024

Date Nathan Hoeft, 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 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 utilize funds for a Drink Local campaign to:

    a. Encouraging Nebraskans to choose to "DrinkLocalNebraska" all year long, but also to reserve the month of October as "Drink Local" month and choose solely Nebraska brewed throughout the entire month;

    b. Create Nebraskans who become loyal drinkers of our state's brands, educated on the economic and social impact of the craft beverage industry, and community advocates for our Nebraska brands; and

c. Encouraging Nebraskans (and visitors to the state) to patronize Nebraska Craft Brewers Guild brewery and cidery members outside their local geography Activities will consist of, but not necessarily limited to, the following:
   1. Creation of Drink Local campaign materials;
   2. Social media promotion via NCBG channels;
   3. Glassware, t-shirts, and other promotional items;
   4. Brewing supplies and materials; and
   5. Posters, beer labels, displays and other items to promote this campaign; and
   6. Event infrastructure.

3. Provide a written final report to the Department by July 15, 2025, describing the results of the project and the use of funds to be made public by the Board.

4. Perform described work from July 1, 2024, through June 30, 2025.

D. ALLOWABLE COSTS and PAYMENTS

1. The Department shall provide a sum of up to twenty-nine thousand dollars ($29,000) 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, 2025;

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.

E. AGREEMENT PERIOD

The term of this Agreement is from **July 1, 2024, to July 15, 2025,** unless sooner terminated or completed as provided for in Section D.

F. 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.

G. 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.

H. 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.

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to the Americans with Disabilities Act.

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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 RegardingDebarment: 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.

I. 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

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

IN WITNESS WHEREOF, the parties executed this Agreement.

DEPARTMENT OF AGRICULTURE

7/17/2024

DocuSigned by:
Brent Davis
F93C7C3CFA294C8...

Date

For Sherry Vinton, Director

NEBRASKA CRAFT BREWERS GUILD

7/17/2024

DocuSigned by:
Nathan Hoeft
5B8227A58B7C42A...

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.

b. Perform described work from July 1, 2024, through June 30, 2025.

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, 2025;

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, 2024, to July 15, 2025,** 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

For Contractor:
Mitch Hunt
Huntrex LLC
12020 Shamrock Plaza
Suite 200
Omaha, NE 68154

mitch@huntrex.com

IN WITNESS WHEREOF, the parties executed this Agreement.

DEPARTMENT OF AGRICULTURE

6/27/2024 — DocuSigned by: Brent Davis F93C7C3CFA294C8...

Date | For Sherry Vinton, Director

HUNTREX, LLC

6/26/2024 — DocuSigned by: Mitchell Hunt BDE3A373A3F143A...

Date | Mitch Hunt

Exhibit A

Nebraska Craft Brewery Board Website Subscription

Huntrex
EXPERIENCE DESIGN

Huntrex LLC
12020 Shamrock Plaza, Suite 200
Omaha, Nebraska, 68154

PROJECT PROPOSAL

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

Proposal #	Huntrex Proposal -0227
Proposal Date	18 Jun 2024

Nebraska Craft Brewery Board Website Subscription

Project Type & Overview	Amount
Basic Website Subscription | Charged Yearly 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. The amount to the right is your yearly subscription payment.	650.00

Sub Total	650.00
Total	**$650.00**

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

#18-13-328

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 identify elite hop lines that are suitable for commercial production.

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 to develop hops cultivars specifically suited to the environment that are high yielding in Nebraska’s unpredictable climate and have flavor and aroma characteristics of interest to brewers. This project will support the entire craft brewing industry by making new regionally adapted hops cultivars available.

b. UNL intends to grow three distinct elite hop lines at four locations, evaluate first year performance, and assess commercial potential of the lines.

c. Provide a written final report to the Department by July 15, 2025. The report, which shall describe the results of the project and the use of funds, will be made public by the Board.

d. Perform described work from July 1, 2024, through June 15, 2025.

B. ALLOWABLE COSTS and PAYMENTS

1. The Department shall provide a sum of up to twenty thousand dollars ($20,000) 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 30, 2025.

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, 2024, to July 15, 2025,** 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 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. 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.

8. 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.

9. 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 during normal business hours 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

For UNL:	With a copy to:
Dr. Keenan Amundsen	University of Nebraska – Lincoln
University of Nebraska – Lincoln	Office of Sponsored Programs
134 Keim Hall	151 Prem S. Paul Research Center
1875 N 38th St	2200 Vine St, PO Box 830861
Lincoln, NE 68583	Lincoln, NE 68583
kamundsen2@unl.edu	unlosp@unl.edu

IN WITNESS WHEREOF, the parties executed this Agreement.

DEPARTMENT OF AGRICULTURE

DocuSigned by:
Brent Davis
F93C7C3CFA294C8...

7/16/2024
Date

For Sherry Vinton, Director

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA

DocuSigned by:
[signature]
B4E178E8D6284EF...

7/16/2024
Date

Sam Mombou, 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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53-501. <u>Nebraska Craft Brewer Board; created.</u>
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.