

Nebraska Grape and Winery Board

Annual Report 2024

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**BOARD
OF
DIRECTORS**

Nebraska Grape and Winery Board of Directors

Max McFarlandWinery/Vineyard Owner
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Lexington, NE 68850
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Michael SchillingWinery/Vineyard Owner
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Jim BallardWinery/Vineyard
1503 W. Raymond Road
Raymond, NE 68428
(402) 783-5255
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Ex-Officio Members

Casey Foster
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OVERVIEW OF ACTIVITIES

EXECUTIVE SUMMARY

The Board of Directors met in November 2023 and June 2024. The fiscal year began July 1, 2023, and ended June 30, 2024. Emphasis was placed on supporting marketing and promotional activities and conducting research to assist in the betterment and development of Nebraska's grape and wine industry.

Board revenue originates from shipper license fees, crushed grape fees, and grape excise taxes. Revenue from these sources is remitted to the State Treasurer for credit to the Winery and Grape Producers Promotional Fund. As in previous years, the revenue over the past several years has enabled the board to fund several meaningful projects aimed at enhancing the competitiveness of Nebraska's grape and wine industry. Priority funding was given to marketing and research projects targeted at increasing the sales and production of Nebraska grapes and/or wines. For a complete list of all projects, and their respective amounts, please refer to the fiscal report found in this report.

Promotion of Nebraska's grape and wine industry continues to be a primary goal of the board. The board helps the grape and wine industry in becoming a strong and important part of Nebraska's thriving economy. They stay abreast of recent legislation affecting Nebraska's grape and wine industry, support Nebraska Winery and Grape Growers Association (NWGGA) activities, and work closely with the University of Nebraska – Lincoln to receive guidance and education based upon industry research.

This Annual Report includes the board's strategic plan, meeting minutes, fiscal report, contracts, statutes, and other documents pertaining to board matters. Documents and information pertinent to the board's functions and history can also be found at <http://www.grapeandwineryboard.nebraska.gov>.

STRATEGIC PLAN

NEBRASKA GRAPE AND WINERY BOARD

STRATEGIC PLAN

APPROVED
MAY 2017

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Nebraska Grape and Winery Board Strategic Plan

Introduction and Process

This Strategic Plan marks the second plan developed by the Nebraska Grape and Winery Board (NGWB) since its inception in 2000. The Board of Directors, in collaboration with the Nebraska Department of Agriculture, developed this Strategic Plan. It provides the NGWB with a three- to five-year road map, guiding the board's decision and prioritization of issues upon which to focus efforts and resources. This Plan is intended to be a living, dynamic document subject to change or modification with new and/or additional input and the evolution of the industry and, thus, the board's vision. The board will review progress and update the plan annually or as needed. It is the intention of the board to, on an annual basis, identify priority items, actions, or objectives from each of the sections of this Strategic Plan to formulate the board's "Business Plan" for the year. This annual plan becomes the roadmap to guide and focus the board's efforts in the development of annual goals for implementation.

Structure

The board began by revisiting and reaffirming their belief in the Mission of the NGWB, which was first developed in the 2010 Strategic Planning process.

The Mission is followed by major areas of emphasis (Goals), which the board has identified. When it comes to prioritization, all five of these Goals are concurrently considered with equal and continuous focus of this board. However, when it involves board- funding allocation, the board has committed to Goal #1 as its highest priority. Additionally, each goal contains one or more specific action items or objectives. It was determined by the board that these objectives would not be prioritized. Instead, these objectives will be reviewed annually and potentially expanded upon to be considered in the board's annual prioritization process.

This document is not intended to be a stand-alone document nor is it a one-time effort. Once action strategies have been developed and implemented, commitment will be maintained, progress monitored, and adjustments made until the objectives have been reached. This plan demonstrates the commitment that is needed to provide an excellent standard of programs and budget allocations designed to continuously meet the needs of the industry.

Finally, this document functions within the greater context of additional entities and initiatives that impact the Nebraska grape and wine industry. This framework may be reflected in future Appendices attached to this document. Examples include, but are not limited to, the Nebraska Winery and Grape Growers Association's (NWGGA) Strategic Plan (2016), the most recent Industry Economic Impact Study (2015), and the Nebraska Grape Growers Survey.

Mission

The NGWB's Mission statement is to work collaboratively towards a profitable, sustainable future that advances the interests of Nebraska's grape and wine industry through advocacy and education.

The purpose of the NGWB is to further the growth and economic development of the grape-growing and winemaking industry in the state of Nebraska to a maximum level as supported by the favorable soil and climatic conditions existing in Nebraska and to satisfy the market demand for grapes and wine inside and outside of Nebraska. The end objective is to create an economically viable value-added alternative farm crop and wine industry in Nebraska that will enhance the economic condition of the farm industry and the state of Nebraska.

The duties and responsibilities of the NGWB include, but are not limited to, the following:

- a. Establish a public forum whereby any producer of wine, grapes, or other wine-producing agricultural products has the opportunity, at least once annually, to discuss with the board its policy 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 Nebraska Department of Agriculture's (NDA) expenditure of funds collected pursuant to section 53-304;
- d. Serve as an advisory panel to the Nebraska Liquor Control Commission in all matters pertaining to the wine industry; and
- e. Adopt and promulgate rules and regulations to carry out sections 53-301 to 53-305.

Board Goals

I. Industry leadership/management

Several goals of this Strategic Plan are dependent upon a strong collaborative relationship between the NGWB and the "action arm" of the state industry. This includes the NWGGA, which is the association that exclusively represents the Nebraska wine and grape industry. The accomplishment of these goals is not feasible without the continuity and consistency of vision across years of changing leadership of the state's industry. Supporting and funding NWGGA's Executive Director position is the board's highest priority.

II. Promotion of Nebraska wines

Promotion aims to establish a significant and differentiated presence in the market that attracts and retains loyal customers. It is the process involved in creating a unique name and image for a product in the consumer's mind, mainly through advertising campaigns with a consistent theme. This is accomplished by raising the Nebraska wine industry, and, thus, Nebraska wines, to a level of becoming knowable, likable and trustable.

Objectives:

1. Increasing the Marketability, Awareness and Accessibility of Nebraska Grapes and Wines

Strategies:

- a. Serve as an advocate for the industry.
 - b. Develop brand recognition for Nebraska wines.
 - c. Cooperation with the NWGGA to conduct intensive marketing strategies to promote the quality and value of Nebraska wines.
2. Encourage Wine Tourism
 - a. Encourage wine-related tourism developments by working with the Nebraska Tourism Commission.

III. Sustainability

This goal is all about assuring the capacity of the grape and wine industry to remain vibrant and robust through the enology and viticulture components. Sustainable development of the industry is "development that meets the needs of the present without compromising the ability of future generations to meet their own needs" (UN World Commission on Environment and Development, 1987). Sustainability in the vineyard encompasses a whole host of topics including, but not limited to, cold climate grape cultivars, plant science, soil type, soil amendments, pest and weed control, irrigation, trade enhancements, food safety, best management practices, crop research, and conservation methods. Sustainability also pertains to wine quality. Winemakers will tell you that outstanding wine is made on the vine. However, when it comes to getting the "wine into your glass, it's all about the winery" (Borg, 2013).

Objectives:

1. Enhancing the Quality of Wines

Strategies:

- a. Implement measures aimed at building a strong, vibrant industry that includes the production of world-class wines made from world-class grapes.
- b. Develop a Quality Assurance process based on industry standards to identify quality wine, improve winemaking practices and continue to raise the quality of wine across the entire state industry.
- c. Identify exceptional wines to create awareness of the quality of Nebraska wines with consumers while promoting the best of the Nebraska wine industry.

- d. Support education opportunities to improve winemaking skills and processes.

2. Enhancing the Quality of Grapes

Strategies:

- a. Address threats to the grape growing industry (e.g., herbicide drift, resistant pesticides, climate conditions, etc.).
- b. Support education opportunities to improve cold climate cultivar selection, growing techniques, and management practices.
- c. Identify cost-effective strategies to improve the value/benefits of Nebraska grapes and wines.
- d. Survey growers and winemakers to determine which grapevine cultivars appear to be most profitable and successful.
- e. Determine hardy grape cultivars adaptive to Nebraska's soils and climate extremes.

3. Education: Promote the creation and discovery of new production practices by funding various projects and activities.

Strategies:

- a. Attend educational conferences.
- b. Fund research projects.
- c. Disseminate research findings to the public.
- d. Support and partially fund grower field day and conferences.
- e. Solicit and fund proposals to enable industry partners to enhance programs and the industry.
- f. Continue as an active partner with the NWGGA, which works to develop and organize the annual Association Education Conference.

4. Develop a culture of continuous improvement:

Strategies:

- a. Engage the board to develop and annually review and renew the Strategic Plan every three years (or more frequently as needed).
- b. Gain industry feedback and advice and identify areas for constructive improvement.
- c. Analyze other state-based farmer organizations and non-profit membership associations.

IV. Maintaining Financial Viability and Revenue of the Grape and Winery Board

Crushed juice fees, grape excise taxes, and shipper license fees are the three primary sources from which the board obtains its revenue. For administrative purposes, these funds are located in NDA. All revenue credited to the fund pursuant to the charge imposed by this section and excise taxes collected pursuant to section

2-5603 and any funds received as gifts, grants, or bequests and credited to the fund is used by NDA at the direction of and in cooperation with the board, to develop and maintain programs for the research and advancement of the growing, selling, marketing, and promotion of grapes, fruits, berries, honey, and other agricultural products and their byproducts grown and produced in Nebraska for use in the wine industry. Such expenditures may include, but are not limited to, all necessary funding for the employment of experts in the fields of viticulture and enology, as deemed necessary by the board, and programs aimed at improving the promotion of all varieties of wines, grapes, fruits, berries, honey, and other agricultural products and their byproducts grown and produced in Nebraska for use in the wine industry.

Funds credited to the fund shall be used for no other purposes than those stated in this section and any transfers authorized pursuant to section 2-5604. Any funds not expended during a fiscal year may be maintained in the fund for distribution or expenditure during subsequent fiscal years. 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.

The responsibilities of the board have increased largely due in part to the number of projects funded each year. In an effort to enhance the accountability and reporting requirements of board-funded projects, the board allocates money to pay the salary of a part-time clerical assistant to assist with board duties. This individual is under the direction of the NDA.

Objective:

1. Investigate and implement programs utilizing diversified funding sources that continue to build and grow Nebraska's grape and wine industry.

Strategies:

- a. Develop a financial plan.
- b. Formalize, enhance and evaluate board-funded projects from one year to the next.
- c. Review income performance on a monthly basis and develop a strategy to enhance financial relationships and secure board revenue.
- d. Review existing financial processes and identify new and improved approaches to identify and explore cost savings.
- e. Prepare and position NGWB to fund ideas towards new research and different marketing strategies that will benefit the entire grape and wine industry, in general, and not a particular business venture.
- f. Expend approximately 70 percent of NGWB annual revenue on meaningful projects aimed at improving grape and wine research and promoting the entire industry.
- g. Collect and compile final reports in a timely manner from board-funded projects.
- h. Evaluate the efficacy of final reports as to how they relate to the Strategic Plan.

V. Collaboration/Communication

Today, global success is won not by firms acting alone, but by partnerships that promote joint planning, information sharing, open communication, collaboration and cooperation. A central challenge for the Nebraska wine industry is to continue cooperation and financial support to the NWGGA, which has been a pillar of strength for Nebraska's grape and wine industry. This partnership entails balancing individual mandates with the opportunities for promotion and research. This goal involves the board advocating for the industry, with entities both within the industry and those external to the industry.

Objectives:

1. Encouraging Wine Tourism
 - a. Encourage wine related tourism developments by working with the Nebraska Tourism Commission and the NWGGA.
2. Stay abreast of recent legislation and recent developments affecting Nebraska's grape and wine industry.
 - a. Maintain, increase and improve relationships with local, state, and federal lawmakers.
3. Maintain and increase NGWB agricultural partnerships
 - a. Define industry needs and develop cost-effective strategies to improve value/benefits across all members.
 - b. Survey, evaluate, and develop a database of Nebraska grape growers and wineries.
 - c. Establish, maintain and update a list recording the total grape acreage and number of vines (variety specific) planted in Nebraska.
 - d. Engage into close working relationships with NDA, UNL, NWGGA and other entities or organizations that impact Nebraska's agricultural industry, (grape and wine industry in particular).
4. Advocacy
 - a. Increase awareness of the Nebraska grape/wine industry with entities both within the industry and those external to the industry.
 - b. Monitor and review the efficacy of the NGWB website on a monthly basis.
5. Make and publish an annual report on or before January 1 of each year, which sets forth, in detail, several items:
 - a. The name and address of each board member and a copy of all rules and regulations adopted and promulgated by the board.
 - b. A detailed explanation of all programs for which the board approved funding that fiscal year, pursuant to section 53-304, for the research, discovery, promotion, and development of programs for the growing, production and marketing of Nebraska wines, grapes,, fruits, berries, honey and other agricultural product and their byproducts grown and produced in Nebraska for use in the wine industry.
 - c. Present the report to the Nebraska Liquor Control Commission within 30 days after its publication and made available also to any persons who request a copy.

Monitor and Update the Plan

This strategic framework is a plan of optimism and opportunity for all stakeholders in the industry and is grounded in the realities facing the industry today. It identifies how the grape and wine industry can maximize long-term profitable growth in the industry, reinvent consumer's total experience with Nebraska wines, and increase tourism. The success of this plan hinges on industry partners embracing and sharing this vision and transforming the above strategies into key deliverables.

Consequently, each participant in the vision must assume responsibility, which includes assigning the resources needed to fulfill the promise that is shared by this board. Nebraska wines are a source of passion and pride, and perhaps the most important indicator of success is positive feedback from grape growers, wineries, scientists, and wine enthusiasts. Positive feedback from consumers and the growing reputation of Nebraska wines is sure to soar the industry to new heights.

This strategic framework provides the foundation stones for achieving long-term profitable growth. This document is subject to change with new and/or additional input. Commitment will be maintained, progress will be monitored, and adjustments will be made until the objectives are reached.

The Board's Commitment

The appointed leaders of the NGWB agree to the above stated principles and actions to accomplish the objective of keeping the industry strong, vibrant, and productive. The board accepts these responsibilities and roles of proactive leaders with a common goal and vision to secure the future of the board. All five board members and the two ex-officio members have a copy of this plan. Copies are also available to industry stakeholders, upon request.

Conclusion

The grape and wine industry in Nebraska is poised for greatness. The destination is clear. People at every level in the industry including growers, winemakers, academia, government, and marketers have assembled together ready to adapt this focused plan with the concerted, cooperative action needed to win a prosperous future for Nebraska wines.

MEETING MINUTES

Nebraska Grape and Winery Board Meeting Minutes		
November 1, 2023	5:00 p.m.	Chances "R", York, NE
Meeting called by	Nebraska Grape and Winery Board	
Type of meeting	Board Meeting	
Chairman	Jim Ballard was absent. Vice-Chair Mike Schilling led the meeting.	
Note taker	Holle Evert	
Attendees	Ed Wehling, Max McFarland, Mike Schilling, Jennifer Reeder, Jon Reeder Paul Read, Karen Kollars, Alyssa Brodersen, Tim Nissen, Kathi Schildt, Kylie Schildt, Casey Foster, Kevin Shearman, Holle Evert	
Call to Order		
Open Meetings Act	Posted to http://grapeandwineryboard.nebraska.gov on October 13, 2023 Beatrice Daily Sun 10/26/2023 Kearney Hub 10/26/2023 North Platte Telegraph 10/28/2023 Grand Island Independent 10/26/2023 Norfolk Daily News 10/27/2023	
Approval of Agenda		
Discussion The meeting was called to order at 5:17p.m. A motion was made to approve the meeting agenda.		
Motion to Approve <input type="text" value="Max"/>	Second <input type="text" value="Jennifer"/>	
Roll Call Vote Jim was absent.	For <input checked="" type="checkbox"/> Ed <input checked="" type="checkbox"/> Jennifer <input type="checkbox"/> Jim <input checked="" type="checkbox"/> Mike <input checked="" type="checkbox"/> Max	Against <input type="checkbox"/> Ed <input type="checkbox"/> Jennifer <input type="checkbox"/> Jim <input type="checkbox"/> Mike <input type="checkbox"/> Max

Election of Officers

Discussion: The floor was opened for nominations for Chairman. Max nominated Jim Ballard. Ed seconded. A roll call vote was held. Jim Ballard retains the Chairman position.

Motion to Approve

Max

Second

Ed

Roll Call Vote

Jim was absent.

For

- Ed
- Jennifer
- Jim
- Mike
- Max

Against

- Ed
- Jennifer
- Jim
- Mike
- Max

Discussion: The floor was opened for nominations for Vice-Chairman. Max nominated Mike Schilling. Ed seconded. A roll call vote was held. Mike Schilling remains the Vice-Chairman.

Motion to Approve

Max

Second

Ed

Roll Call Vote

Jim was absent.

For

- Ed
- Jennifer
- Jim
- Mike
- Max

Against

- Ed
- Jennifer
- Jim
- Mike
- Max

Discussion: The floor was opened for nominations for Secretary/Treasurer. Mike nominated Jennifer Reeder. Max seconded. Roll call vote was held. Jennifer Reeder is the new Secretary/Treasurer.

Motion to Approve

Mike

Second

Max

Roll Call Vote

Jim was absent.

For

- Ed
- Jennifer
- Jim
- Mike
- Max

Against

- Ed
- Jennifer
- Jim
- Mike
- Max

Approval of June 7, 2023 Meeting Minutes

Discussion: A copy of the June 7, 2023 meeting minutes was handed out to all board members to review. A motion was made to accept the minutes as presented.

Motion to Approve

Jennifer

Second

Max

Roll Call Vote

Jim was absent.

For

- Ed
- Jennifer
- Jim
- Mike
- Max

Against

- Ed
- Jennifer
- Jim
- Mike
- Max

Public Comment

Nebraska Winery and Grape Growers Association

Tim Nissen - President

President's report –

Notes from Tim's conversations with Association members:

- Members are very happy with the Spring and Fall TOAST events and happy with the efforts of RAAM.
- Growing realization that to move the Nebraska grape and wine industry forward it is going to take a bigger, multi-year marketing campaign.
- A lot of questions are being received about the sustainability grant. What is it? How does it work? The Association would like to extend an invitation to the Board to provide an update on the sustainability grant and to answer questions at the annual meeting.
- Annual Meeting is on Monday, February 19 in Lincoln.

Activity Updates

University of Nebraska - Lincoln

Paul Read

Paul Read provided an interim report by the UNL Viticulture program to the NE Grape & Wine Board. Paul provided a handout for the Board and attendees that covered the work the University is doing for the wine industry in Nebraska.

1. Efforts with high tunnels has been focus last 2 years. Table grapes, Riesling, petite Verdot.

2. Nebraska Grape Quality Test. Cooperative project with UNL Food Science dept. Five vineyards participated. May not be carried any further as lead scientist is leaving UNL. Results will be provided out to association members.

3. Crop Reduction Study. Project evaluated Marquette, Frontenac, Itasca, Frontenac Gris, and Norton over a period of 2-4 years. Results do not support the concept that reduced crop size results in better wine quality.

4. Cultivar Evaluation and Vineyard Management are ongoing UNVP projects.

One study revealed that the use cover crops on new plantings was not an effective practice but consideration of the use of cover crops should be given for established vineyards at least 4-5 years old.

NWGGA

Kylie Schildt, Alyssa Brodersen

Kylie Schildt provided information on marketing campaigns, the Passport Program and TOAST Nebraska. A well-detailed report was provided to the Board and all in attendance.

Alyssa Brodersen provided a report on operations and education.

The annual meeting will be on February 19. This year's viticulture topic will focus on Biochar and innovations in the vineyard. The enology topic will focus on the business and how to reach Gen. Z and where wineries are heading in the next 5-10 years.

The Grape & Winery Board is invited to give a 30-minute update during the conference.

Nebraska Tourism Commission

Karen Kollars

Karen Kollars – The Summer 2023 Passport Program is completed. The program is going strong reporting very good numbers. The Holiday Passport Program starts Nov. 17 – Jan. 7. Applications are open for the 2024 passport program. 70 businesses are chosen each year. Each year over 300 applications are received. Karen encourages all to keep applying as the tourism commission works to make sure everyone gets selected.

Feb 2024 the tourism commission is hosting a one-day summit.

Feb 2025 they will host a full conference.

Marketing grants and community impact grants are open until Dec. 8.

The tourism commission is hosting a booth at National Western Stock Show in Denver in January. They are looking for volunteers to man the booth at the 16 day show.

Karen noted to send her 2024 event information as they have pr requests for that information. The tourism commission will feed out information they receive to media.

Nebraska Department of Agriculture

Casey Foster

Thank you's were presented to Board Members from the Nebraska Agricultural Youth Institute held on UNL East Campus each summer. The Grape and Winery Board gave \$5000 to NAYI for this year's event. This past year had the most delegates since the inception of the program. 250 youth were in attendance. Grape & Wine had a seat on a panel discussion that was very well attended.

Casey reported that NDA received another round of Specialty Crop Block Grant funding. The application period opens in December.

It was noted that the Grape & Winery Board's website is outdated. The NDA communications team will update the website if the Board is interested in having them do so. Casey requested a Board vote.

Mike made a motion to have NDA make updates to the Grape & Winery Board website. Max seconded.

Motion to Approve Mike	Second Max	
Roll Call Vote Jim was absent.	For <input checked="" type="checkbox"/> Ed <input checked="" type="checkbox"/> Jennifer <input type="checkbox"/> Jim <input checked="" type="checkbox"/> Mike <input checked="" type="checkbox"/> Max	Against <input type="checkbox"/> Ed <input type="checkbox"/> Jennifer <input type="checkbox"/> Jim <input type="checkbox"/> Mike <input type="checkbox"/> Max

Old Business

2022-2023 Fiscal Report

The 2022-23 fiscal report current through October 2023 was reviewed. Kevin Shearman provided a copy of the fiscal report to all in attendance. The report covered all of fiscal year 2022-23. An additional report was provided that covered fiscal year 2023-24 through October 31, 2023.

The Board ended fiscal year 2022-23 with a cash balance of \$273,020.73. Revenue was \$70,000 higher over the previous year.

Motion to Approve Max	Second Jen	
Roll Call Vote Jim was absent.	For <input checked="" type="checkbox"/> Ed <input checked="" type="checkbox"/> Jennifer <input type="checkbox"/> Jim <input checked="" type="checkbox"/> Mike <input checked="" type="checkbox"/> Max	Against <input type="checkbox"/> Ed <input type="checkbox"/> Jennifer <input type="checkbox"/> Jim <input type="checkbox"/> Mike <input type="checkbox"/> Max

Discussion: Casey emailed out the annual report to all board members prior to the meeting. Board members reviewed the report prior to the meeting. There was a brief discussion on the budget figures in the report. Kevin helped clarify. The Board voted to approve the annual report. The final approved report will be sent to all board members and every state senator.

Motion to Approve Max	Second Ed	
Roll Call Vote Jim was absent.	For <input checked="" type="checkbox"/> Ed <input checked="" type="checkbox"/> Jennifer <input type="checkbox"/> Jim	Against <input type="checkbox"/> Ed <input type="checkbox"/> Jennifer <input type="checkbox"/> Jim

	<input checked="" type="checkbox"/> Mike	<input type="checkbox"/> Mike
	<input checked="" type="checkbox"/> Max	<input type="checkbox"/> Max

Specialty Crop Block Grant Program Update

Discussion: Casey provided the Board and meeting attendees a history of the Specialty Crop Block Grant Program that is funded through the USDA. The program started in 2012. NDA receives approximately 30 applications per year and approximately 15 to 16 projects are awarded funding. Each project that is awarded funding is funded for three years. Information was provided on the types of projects that have been funded over the life of the grant program.

Max gave an update on the Grape & Winery Board’s Specialty Crop Block grant project. The Grape and Winery Board in collaboration with other specialty crop growers are putting together a workbook of sustainable farming practices. It will be a self-assessment tool for individual growers to rate their operations on sustainable farming practices. The workbook is designed to build awareness and education on air, water, soil, pesticide usage, community involvement, and other components of sustainable ag practices. The first draft has been completed and is being reviewed by the committee. Twenty individuals are voluntarily completing the self-assessment as part of the final review process. Data collected from the twenty individuals will be used as part of the final review process. Following the final review, the committee will decide on how to best rollout the workbook to specialty crop entities.

There was additional comment presented to the Board from the NE Grape and Wine Association. They have received questions as to why the funding is being used to promote other specialty crops and not focused solely on promoting Nebraska grapes and wine, especially because the Grape and Winery Board is taking full responsibility for the upfront payment of bills for the project while waiting for reimbursement. Association members would like to see other specialty crop organizations share in the upfront costs associated with the financial support needed for the project.

It was noted that the Specialty Crop Block grant expires next year, and the Board will have the opportunity to create a plan for the future of the project at that time.

New Business

2023-24 Budget Projection & Fiscal Report

Discussion: Kevin Shearman shared the current fiscal year budget projection and fiscal report. No concerns at this time. Kevin did point out to the Board that the bulk of income comes from shipper fees and they won’t start seeing those until February and March.

A motion was made to approve the fiscal report as presented.

Motion to Approve	Second
Jennifer	Ed

Roll Call Vote Jim was absent.	For <input checked="" type="checkbox"/> Ed <input checked="" type="checkbox"/> Jennifer <input type="checkbox"/> Jim <input checked="" type="checkbox"/> Mike	Against <input type="checkbox"/> Ed <input type="checkbox"/> Jennifer <input type="checkbox"/> Jim <input type="checkbox"/> Mike
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	<input checked="" type="checkbox"/> Max	<input type="checkbox"/> Max
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Next Meeting

Discussion: The next board meeting will be held on June 5, 2024, at Nebraska Dept of Agriculture, 245 Fallbrook Ave., Lincoln, NE beginning at 5 p.m.

Adjourn

A motion was made to adjourn.

Motion to Adjourn <input type="text" value="Mike"/>	Second <input type="text" value="Jennifer"/>
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Roll Call Vote	For	Against
	<input checked="" type="checkbox"/> Ed	<input type="checkbox"/> Ed
	<input checked="" type="checkbox"/> Jennifer	<input type="checkbox"/> Jennifer
	<input type="checkbox"/> Jim	<input type="checkbox"/> Jim
	<input checked="" type="checkbox"/> Mike	<input type="checkbox"/> Mike
	<input checked="" type="checkbox"/> Max	<input type="checkbox"/> Max

Nebraska Grape and Winery Board Meeting Minutes		
June 6 th , 2024	5:00 p.m.	NDA Office - Fallbrook
Meeting called by	Nebraska Grape and Winery Board	
Type of meeting	Board Meeting	
Chairman	Jim Ballard	
Note taker	Nolan Lemna	
Attendees	Ed Wehling (virtual), Max McFarland, Mike Schilling, Jennifer Reeder, Jim Ballard, Jon Reeder, Paul Read, Alyssa Brodersen, Tim Nissen, Kylie Schildt, Casey Foster, Mick McDowell, Hilary Maricle, Lizzie Sukstorf, Nolan Lemna, Richard Hilsko, Jeff Brittan	
Open Meetings Act	Posted at: http://grapeandwineryboard.nebraska.gov , 5/9 Nebraska.gov Public Calendar, 5/9 Beatrice Daily Sun, 5/18 Kearney Hub, 5/18 North Platte Telegraph, 5/18 Grand Island Independent, 5/17 Norfolk Daily News, 5/18 Star Herald, 5/18	
Call to Order		
Approval of Agenda		
Discussion: The meeting was called to order at 5:00p.m. A motion was made to approve the meeting agenda.		
Motion to Approve	Second	
Max	Mike	
Roll Call Vote	For <input checked="" type="checkbox"/> Ed <input checked="" type="checkbox"/> Jennifer <input checked="" type="checkbox"/> Jim <input checked="" type="checkbox"/> Mike <input checked="" type="checkbox"/> Max	Against <input type="checkbox"/> Ed <input type="checkbox"/> Jennifer <input type="checkbox"/> Jim <input type="checkbox"/> Mike <input type="checkbox"/> Max
Approval of Minutes		
Discussion: Review of the Meeting Minutes from November 1, 2023 was given by Casey Foster. A motion to accept the meeting minutes was made.		

Motion to Approve	Second	
Max	Jennifer	
Roll Call Vote	For <input checked="" type="checkbox"/> Ed <input checked="" type="checkbox"/> Jennifer <input checked="" type="checkbox"/> Jim <input checked="" type="checkbox"/> Mike <input checked="" type="checkbox"/> Max	Against <input type="checkbox"/> Ed <input type="checkbox"/> Jennifer <input type="checkbox"/> Jim <input type="checkbox"/> Mike <input type="checkbox"/> Max

Public Comments – There were no public comments.

Activity Updates

Nebraska Department of Agriculture: Lizzie Sukstorf presented three different logos for a rebranding webpage. Options were discussed and an anonymous approval of her third option was made. The website is still in the works.

University of Nebraska – Lincoln: Paul Read from UNL gave a recap on his grape projects. Below is his report: “*Crop Reduction Studies:* Based upon the "conventional wisdom" from many important commercial wine producing locations in many parts of the world indicating improved wine quality by limiting crop size, the UNVP embarked upon a project to determine if these largely vinifera-based theories would be similarly reflected in the cold climate hybrids produced in Nebraska and the Midwest. Over a period of four years in which crop load was reduced for Frontenac, Frontenac Gris, La Crescent, Itasca and/or Cynthiana/Norton in commercial Nebraska vineyards, fruit and juice quality were determined and in limited tests, wine quality was assessed. The reductions took place at E-L stage 29-31 (peppercorn to pea-sized berries post fruit set) by counting the number of clusters per vine and either dropping 25% or 50% of the clusters, with no clusters dropped to serve as a control. Five three-vine replications were employed for each study. Harvest was based upon the grower's planned harvest of the entire cultivar block. Data acquired were total yield per plant, cluster number per plant, and 100- berry samples were processed for each replication to determine juice pH, degrees Brix, TA, phenolics and flavor parameters. A professional taste panel evaluated the wine quality. The results indicated no improvement in fruit parameters, or juice and wine quality by reducing the crop by 25% or 50%. Although these results strongly suggest that there is no benefit to the grower or the winery by reducing crop size, additional research is indicated, including testing more cultivars, investigating the timing (earlier or later cluster dropping and harvest) and/or testing different reduction percentages. This research project led to Paul Read being invited to provide the opening presentation in Session VE01 at the Eastern Winery Exposition in Syracuse, NY, where he had the opportunity to further promote Nebraska wines.

High Tunnel Table Grape Production: Production of table grapes in the field has been fraught with berry damage by environmental conditions and pest pressures, necessitating uneconomic labor costs to remove damaged berries in order to provide salable attractive clusters. Therefore it was determined that to mitigate these problems, production of table grapes under protected cultivation might hold promise for Nebraska growers. Five table grape cultivars were planted into a high tunnel on the University of Nebraska East Campus that was assembled by UNVP personnel from a kit provided by Hummert International

measuring 34 feet by 129 feet. Bare- root cultivars were planted in 2017 and included Canadice, Marquis, Mars, Somerset Seedless and Thomcord, based upon the recommendations of nursery owners, grower experience and UNVP tests. The vines were planted in row spacing of seven feet and 7.5 feet between vines in the row. Flower clusters were removed in 2017 and 2018 growing seasons with the first harvest commencing in 2019. With six years data, it is clear that high yields of quality table grapes can be attained by production in a high tunnel. Data on yield, cluster size and berry parameters are available upon request. This project has resulted in development of a scientific journal article to be submitted by midsummer, 2024.

High Tunnel Vinifera Grape Research: Based upon the demonstrated success of high tunnel table grape cultivation, the UNVP initiated a test to determine the viability of growing Vitis vinifera grape cultivars in a high tunnel in Nebraska. It was proposed that successful cultivation of vinifera cultivars could form the basis for either small-scale varietal vinifera wine production or enriching field-grown wine blends with the vinifera grapes produced in the high tunnel. Initially five cultivars were planted to determine the feasibility of a vinifera high tunnel approach. Cabernet Sauvignon, Tannat, Petit Verdot, Riesling and Zinfandel were in the initial planting. Several setbacks have challenged this research - loss of the plastic covering twice because of exceptional winds combined with extreme low temperatures - resulting in exposure to environmental extremes which negated the potential success of these plantings. Results have included loss of nearly all of the Cabernet Sauvignon, Zinfandel and Tannat vines, but there have been promising results with Riesling and Petit Verdot. In addition, replanting with Cabernet Franc, Chambourcin and Regent offer a cautiously optimistic consideration for future success with these cultivars. An additional two or three years will be necessary to decide if this approach has potential for Nebraska's grape and wine industry.

Extension: Vineyard visits and field days were part of the UNVP's efforts on behalf of the Nebraska grape and wine industry. A summer field day held at Capitol View winery was well attended (July 28) and a pruning workshop on the morning of March 30 provided opportunities to learn about pruning equipment and aspects of delayed pruning to escape late spring cold temperature events. "Retooling your Vineyard" was the theme of the field day held at Miletta Vista Winery, St. Paul Nebraska on April 17. Attendees learned about trellis system makeovers, potential approaches to use of newer trellising materials and were treated to discussions of new cultivars emerging from the breeding efforts of Ed Swanson. Ed also shared his considerable insights based upon his pioneering experience at Cuthills Vineyard and recently as winemaker for Capitol View Vineyard. As will no doubt be reported by the NWGGA, the TOAST event was really successful and blessed with beautiful weather. Paul Read presented two educational programs titled "What's that Grape You are Drinking" and was surprised by an attendee who had taken his Vines, Wine and You class several years previously.

Teaching: One section of Vines, Wines and You was taught in the Fall 2023 Semester and two Sections were taught in Spring Semester 2024. Although this class is for non-majors, it has been interesting to note the success stories of students who were inspired by this class to explore the world of grape and wine professions and ultimately go into the industry. Examples include winery start-ups, graduate studies that led to PhDs and positions in the commercial industry and several former students that work with the wholesale part of the industry.

Support for Steve Gamet and Ben Loseke: Funding from the Nebraska Grape and Wine Board has been instrumental in retaining and supporting Steve and Ben. Their contributions to the industry are immeasurable and help make the University of Nebraska Viticulture Program truly helpful to the Nebraska grape and wine industry.”

NWGGA: Alyssa and Kylie presented on behalf of the NWGGA. Their reports are quoted here: *Marketing:* “Overall, NWGGA continues to monitor marketing strategies and adjust as needed to allow for the highest reach and largest impact for our social media and email messaging, allowing us to stretch marketing dollars further while remaining effective. We continually are managing the email marketing subscriber list of 18,000+ and a Facebook community page of approximately 8.3k. Overall social media reach for the 23-24 promotions was over 3.8 million impressions and reached over 1.2m people. The overall promotions for the 2023-2024 year were successful and the NWGGA marketing committee and AAMIRAAM Marketing team are very pleased with our overall results. By launching and testing other new campaigns, such as the 2024 digital passport, wine competition program, wine writer program, & TOAST booth program, NWGGA is excited to see the growth and new opportunities presented in the coming years for Nebraska wine industry promotion.”

Executive Director: “The NWGGA continues to advance the industry with the assistance of a management firm. The significance of having individuals responsible for association operations and knowledgeable about the grape and wine industry as well as association management has been instrumental in enabling the association to undertake the goals as stated in NWGGA's Strategic Plan, thereby increasing competition and sustainability of Nebraska's grape and wine industry. The use of this grant helps in the long-term sustainability of the wine and grape industry in Nebraska because it recognizes that the industry is of a sufficient nature and size to require paid staff and an experienced Executive Director. Given the overall size and number of wineries, growers, and tasting rooms across the state, centralized communication between the leadership and the NWGGA members is critical in coordinating events and working together to expand the industry within the state.”

Education: “A total of fifty-one people attended the in-person 2024 NWGGA annual meeting. Attendees ranged from winemakers, wine industry owners, tasting room owners and association staff. The event offered the opportunity to network with others within the wine industry as well as gain some new educational opportunities that would not otherwise be offered within the state.

NWGGA was pleased with the number of attendees but hopes to have more in the future. The location of the conference (Lincoln, NE) and the one-day schedule may have made it harder for members and non-members in the Western part of Nebraska to attend. NWGGA and the education committee are always looking for ways to get as many industry members involved as possible and they will continue to work on selecting dates and locations to allow for continued success. The NWGGA will continue to maintain contacts and network with educators nationwide to offer multiple pieces of training to industry and association members. By offering education, we can continue to facilitate the growth and expansion of the wine industry within Nebraska. Cold climate growers specifically will benefit from specified education catered to their specific agricultural niche.”

TOAST Nebraska: “Despite spring TOAST lower attendance numbers, both events continue to be extremely successful. These two events are a great tool to promote and impact the Nebraska wine industry and we hope to continue to host more great TOAST events in the future. The TOAST Nebraska spring event was awarded the Best Festival by Omaha's

Choice awards in 2021, 2022, 2023 and 2024 and second runner-up in the 2021 Outstanding Event Award category for the Nebraska Tourism Awards. The current state of the economy and declining wine consumption did lead to a lower attendance than anticipated at the Spring festival, but we are confident that with a few adjustments next year’s festival will boast a higher number of attendees.”

Dinner – Catering was provided for all visitors and board members.

Old Business

Discussion: Casey Foster recapped the 2023-24 fiscal report. A motion was made to approve the fiscal report and the motion was passed.

Motion to Approve

Max

Second

Ed

Roll Call Vote

For

- Ed
- Jennifer
- Jim
- Mike
- Max

Against

- Ed
- Jennifer
- Jim
- Mike
- Max

New Business

Discussion: Project proposals were discussed after reviewing the projected budget for 2024-25. Discussion was held to have a carryover of around \$90,000 after all expenditures had been made from year to year. Expenditures were set as followed:

Promotion:

Title	Applicant	Description	Requested	Approved
NWGGA Operations/Professional Fees & Executive Director Salaries	NWGGA	Fund the operations of the NWGGA including Executive Director salary, board member mileage, surety bond, event/liability insurance, legal counsel, accounting/bookkeeping services, and CPA services.	\$131,000	\$98,250
2024-25 Nebraska Wines Marketing Plan	NWGGA	Continued promotion and education of 2023 digital passport program, creation and execution of the 2024 Nebraska Wine Passport, and continued social media content to promote the passport program and industry-wide promotion and events.	\$120,000	\$101,250
2024 Holiday TOAST & 2025 TOAST Nebraska	NWGGA	Promote the awareness and consumption of Nebraska wines at 2 wine festivals.	\$135,000	\$101,250

Education:

Title	Applicant	Description	Requested	Approved
NWGGA Education Program	NWGGA	Offer Nebraska Grape Growers and Wineries educational offerings to meet their needs and positively support the industry. This includes written and digital resources for current/potential growers, hosting seminars for wineries and vineyards, and hosting an annual meeting for all NWGGA members.	\$15,000	\$0
Nebraska Agricultural Youth Institute	NDA	Weeklong experience for high school juniors and seniors from across Nebraska to learn more about career opportunities within agriculture. This conference features speakers, workshops, and agricultural education.	\$5,000	\$5,000

Research:

Title	Applicant	Description	Requested	Approved
University of Nebraska Viticulture Program – Consolidated Request	UNL	Provide science-based research information that will assist the development of the Nebraska grape and wine industry in a sustainable and profitable manner, thus enhancing the economic viability of Nebraska communities.	\$95,351	\$71,513
Glacial Till Vineyard – Filtration Proposal	Glacial Till Vineyard	Conduct research of several filtration processes.	\$7,050	\$5,800

Project Total	\$383,063
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Administration:

Title	Cost	Approved for Funding
NDA- Printing	\$400	\$400
NDA Administration	\$13,000	\$13,000
Board Expense – Industry Promotion	\$1,000	\$1,000
Board Meeting Notices	\$150	\$150
Board Expense	\$1,000	\$2,000
Admin Subtotal	\$15,550	\$16,550

Motion to Approve

Max

Second

Mike

Roll Call Vote Jennifer abstained from voting due to a conflict of interest with the NWGGA project proposals.	For <input checked="" type="checkbox"/> Ed <input type="checkbox"/> Jennifer <input checked="" type="checkbox"/> Jim <input checked="" type="checkbox"/> Mike <input checked="" type="checkbox"/> Max	Against <input type="checkbox"/> Ed <input type="checkbox"/> Jennifer <input type="checkbox"/> Jim <input type="checkbox"/> Mike <input type="checkbox"/> Max
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Next Meeting

Discussion: The next board meeting will be held on October 23, 2024, at Nebraska Dept of Agriculture, 245 Fallbrook Ave., Lincoln, NE beginning at 5 p.m.

Adjourn

A motion was made to adjourn the meeting at 8:29pm.

Motion to Adjourn <input type="text" value="Jen"/>	Second <input type="text" value="Max"/>
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Roll Call Vote	For <input checked="" type="checkbox"/> Ed <input checked="" type="checkbox"/> Jennifer <input checked="" type="checkbox"/> Jim <input checked="" type="checkbox"/> Mike <input checked="" type="checkbox"/> Max	Against <input type="checkbox"/> Ed <input type="checkbox"/> Jennifer <input type="checkbox"/> Jim <input type="checkbox"/> Mike <input type="checkbox"/> Max
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2023 – 2024
FISCAL REPORT

**Nebraska Grape and Winery Board
Fiscal Report
July 1, 2023 - June 30, 2024**

Category	FY 23-24 Budget	June 2024	YTD Total
Beginning Cash Balance	\$ 273,021	\$ 331,608.97	\$ 273,020.63
Revenue			
Shipper License Fees	\$ 400,000	\$ 2,000.00	\$ 408,500.00
Check-Off Fee	5,000	0.00	7,989.05
Crushed Grape Fees	14,000	0.00	13,974.69
SCBG	17,985	3,981.32	3,981.32
Misc. Revenue Adjustment	0	0.00	356.66
Investment Interest	3,000	804.73	4,414.13
Total Revenue	\$ 439,985	\$ 6,786.05	\$ 439,215.85
Total Available Cash	\$ 713,006	\$ 338,395.02	\$ 712,236.48
Expenditures			
Administrative			
NDA Printing (Annual Report)	\$ 400	\$ 0.00	\$ 281.87
NDA Administration	13,000	0.00	5,110.87
Board Expense - Board Meetings	2,000	374.53	1,092.05
Board Expense - Meeting Notices	150	46.80	112.72
Board Expense - Industry Promotion	1,000	0.00	0.00
NWGGA - Executive Management Services	108,400	35,962.37	108,400.00
Subtotal	\$ 124,950	\$ 36,383.70	\$ 114,997.51
Promotion/Education			
NWGGA - Marketing Program	\$ 90,000	\$ 58,111.78	\$ 90,000.00
NWGGA - Toast Nebraska	88,000	14,002.11	88,000.00
NWGGA - Education Programs	2,500	2,212.50	2,500.00
NDA - NAYI Sponsorship	5,000	0.00	5,000.00
Subtotal	\$ 185,500	\$ 74,326.39	\$ 185,500.00
Research			
USDA SCBG - Sustainability 2021-2024	\$ 17,985	\$ 3,591.00	\$ 3,981.32
UNL - Viticulture Program/Lab Technician	85,000	66,132.92	66,132.92
Subtotal	\$ 102,985	\$ 69,723.92	\$ 70,114.24
Prior Year Obligations			
NWGGA - Executive Management Services	\$ 23,363	\$ 0.00	\$ 23,362.98
NWGGA - Marketing Program	35,235	0.00	35,234.55
NWGGA - Toast Nebraska	41,774	0.00	41,773.94
NDA Administration	1,855	0.00	1,855.07
Board Expense - Board Meetings	7	0.00	6.98
UNL - Viticulture Program/Lab Technician	81,430	0.00	81,430.20
Subtotal	\$ 183,664	\$ 0.00	\$ 183,663.72
Unobligated	\$ 0	\$ 0.00	\$ 0.00

Total Expenditures	\$	597,099	\$	180,434.01	\$	554,275.47
Adjustment to Fund Balance				0.00		0.00
Ending Cash Balance	\$	115,907	\$	157,961.01	\$	157,961.01

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

Percent of Fiscal Year Elapsed:	100%
FY 22-23 Revenue to Date:	\$ 498,870.06
FY 22-23 Expenditures to Date:	\$ 443,784.31

CONTRACTS

AGREEMENT
BETWEEN THE
NEBRASKA DEPARTMENT OF AGRICULTURE
AND THE
NEBRASKA WINERY AND GRAPE GROWERS ASSOCIATION
#18-13-281

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

PURPOSE: The purpose of this Agreement is to provide funding, as authorized by the Nebraska Grape and Winery Board, to NWGGA for an Executive Director position to conduct marketing activities to assist in the betterment of Nebraska’s grape and wine industry.

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

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

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

A. DESCRIPTION OF WORK

1. NWGGA agrees to the following:
 - a. Fund an Executive Director position, which is designed to increase the competitiveness and sustainability of Nebraska’s grape and wine industry. The funds will specifically be used to pay for the Executive Director’s salary, benefits, support staff, travel expenses, surety bond, legal counsel, banking costs, office supplies, software, postage, business insurance, CPA services, bookkeeping services, meeting expenses, and NWGGA board member mileage for travel to board meetings and events.

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

B. ALLOWABLE COSTS and PAYMENTS

- 1. The Department shall provide a sum of up to one hundred three thousand dollars (\$108,400) from the Winery and Grape Producers Promotional Fund to NWGGA upon both parties signing this Agreement and NWGGA incurring an obligation.
- 2. Final NWGGA billing shall be received no later than July 15, 2024.
- 3. The source of funding for this Agreement is the Winery and Grape Producers Promotional Fund. Payment is contingent upon funding availability.
- 4. NWGGA specifically agrees that funds provided under this Agreement shall be used only for the project and purpose enumerated herein.
- 5. Any funds paid to NWGGA 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, 2023, to July 15, 2024**, unless sooner terminated or completed as provided for in Section D.

D. AGREEMENT PROVISIONS

- 1. Termination:
 - a. The Department may immediately terminate this Agreement, in whole or in part, if NWGGA fails to perform its obligations under this Agreement in a timely and proper manner. The Department may, at its discretion, allow NWGGA to cure a failure or breach within the Department's specified period of time. Allowing NWGGA time to cure a failure or breach does not waive the Department's right to immediately terminate this Agreement for the same or different Agreement breach which may occur at a different time. In case of default of the NWGGA, the Department may contract from other sources

and hold the NWGGA responsible for any excess cost occasioned thereby.

- b. 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 NWGGA, except that the Department agrees to pay the NWGGA for the cost of services satisfactorily provided up to the date of termination, subtracting any additional costs caused by the NWGGA's termination.
2. Project Completion: The project will be deemed to be complete when to the Department's satisfaction the NWGGA 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 NWGGA under this Agreement shall be that of principal and independent contractor. It is understood by both the Department and the NWGGA that the NWGGA is not an employee of the Department and that the Department assumes no responsibility beyond those specifically stated in this Agreement.
5. Assignable: This Agreement is not assignable without the express written approval of the Department.
6. Governing Law: This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the Department regarding this Agreement shall be brought in the State of Nebraska administrative or judicial forums as defined by Nebraska State law.
7. Indemnification:
 - a. General. The NWGGA, 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 NWGGA, 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 NWGGA 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 NWGGA.
- 8. Authority to Enter Agreement: The NWGGA warrants the individual signing this Agreement has the legal power, right, and authority to enter into this Agreement and to bind NWGGA accordingly.
 - 9. Attorney's Fees: In the event of any litigation, appeal, or other legal action to enforce any provision of this Agreement, the NWGGA 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 NWGGA fails to perform any substantial obligation under this Agreement, the Department may withhold all monies due and payable to the NWGGA, 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 NWGGA 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 NWGGA. 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 NWGGA 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 NWGGA 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 NWGGA providing copies of invoices detailing how the Department funds were expended.

F. COMPLIANCE PROVISIONS

1. Nondiscrimination:
 - a. The NWGGA, 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 NWGGA 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 NWGGA 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 NWGGA 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 NWGGA, 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 NWGGA, 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 NWGGA, 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 NWGGA certifies that NWGGA is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The NWGGA further certifies that NWGGA has not had an agreement with the State of Nebraska terminated early by the State of Nebraska. If the NWGGA has had an agreement terminated early by the State of Nebraska, NWGGA shall provide the agreement number, along with an explanation of why the agreement was terminated early. The NWGGA also agrees to include the requirements of this paragraph in any and all subcontracts into which it enters. The NWGGA shall immediately notify the Department if, during the term of this Agreement, the NWGGA becomes debarred or has an agreement with the State of Nebraska terminated early. The Department may immediately terminate this Agreement by providing the NWGGA written notice if the NWGGA becomes debarred or if NWGGA has an agreement terminated early by the State of Nebraska during the term of this Agreement.

G. COMMUNICATION BETWEEN PARTIES

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

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

For NWGGA:
Alyssa Brodersen
Nebraska Winery & Grape Growers Association
521 First St
Milford, NE 68405
alyssa@nebraskawines.org

IN WITNESS WHEREOF, the parties executed this Agreement.

DEPARTMENT OF AGRICULTURE

Date

Sherry Vinton, Director

NEBRASKA WINERY AND GRAPE GROWERS
ASSOCIATION

Date

Jon Reeder, President

AGREEMENT
BETWEEN THE
NEBRASKA DEPARTMENT OF AGRICULTURE
AND THE
NEBRASKA WINERY AND GRAPE GROWERS ASSOCIATION
#18-13-282

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

PURPOSE: The purpose of this Agreement is to provide funding, as authorized by the Nebraska Grape and Winery Board, to NWGGA to implement a marketing and promotional program to increase the awareness, consumption, and preference for Nebraska wines.

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

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

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

A. DESCRIPTION OF WORK

1. NWGGA agrees to:
 - a. Utilize funds to implement a Nebraska wine and grape industry marketing program that consists of multiple components. The marketing activities will include, but will not necessarily be limited to, the following:
 - a. Nebraska Wine passport (Phase 2). The funds for this request would be used to complement the current 2024 Nebraska Wine Passport promotion. Digital promotion and education on utilizing the new

digital platform will help engage audiences and passport forms to be returned. This will in turn, increase the number of prizes and shirts that will need to be awarded.

- b. Nebraska Wine Passport Travel Guides (Phase 3). Based on past numbers and current passport disbursement, we are projecting approximately 850-900 passport forms to be returned. This will in turn, increase the number of prizes and shirts that will need to be awarded.
- c. Nebraska Wine Passport Program (Phase 1). With almost 14,000 physical passports disbursed to date and 1,500 digital downloads for 2023, the 2024 passport is slated for continued success. The passport program is formatted as a lead generator magnet for use for sustainable cross-promotion of the TOAST Wine Festival as well as input into Facebook Ads Manager to create look alike audiences for a heightened ROI on any social media ad buys, improving the overall reach.
- d. Social Media Community Content. Social Media community content consists of original content promotions as well as additional event promotions and membership and industry post shares. By curating the Nebraska Wines Facebook and Instagram community, the NWGGA has created a consistent presence with our consumer base to keep the Nebraska wine industry, its members, and their promotions and events top of mind. NWGGA plans to continue these same efforts throughout 2023 and 2024.
- e. Digital Passport Development. In 2023, the Nebraska Wine Passport was launched in digital format in partnership with a web-based app developer, Bandwango. The initial investment and build-out were substantially more in the first year. This slated cost will pay for the continuation of the current digital platform.
- f. Seasonal Campaigns. Funds will enable NWGGA to continue its marketing efforts throughout the year. The primary focus will be on summer passport,

Nebraska football season engagement, grape harvest, and holiday promotions.

- g. Wine Competition Fees Reimbursements. Funds would be available for use by Nebraska wineries to request for reimbursement of submission costs for regional, national, and international wine competitions.
- h. Wine Writer Reimbursement. Hired wine writers and bloggers have been a top request by Nebraska wineries. Allowing for a wine reimbursement program will create an equitable format for wineries to source, hire, and assign writers to produce content about their winery at a subsidized cost. This will provide the association with information regarding the success and reach of this content for more substantial investment in the future.
- i. Provide a written 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.

b. Provide services from July 1, 2024, through June 30, 2025.

B. ALLOWABLE COSTS and PAYMENTS

1. The Department shall provide a sum of up to one hundred and one thousand and two hundred and fifty dollars (\$101,250) from the Winery and Grape Producers Promotional Fund to NWGGA upon both parties signing this Agreement and NWGGA incurring an obligation.
2. Final NWGGA billing shall be received no later than July 15, 2025.
3. The source of funding for this Agreement is the Winery and Grape Producers Promotional Fund. Payment is contingent upon funding availability.
4. NWGGA specifically agrees that funds provided under this Agreement shall be used only for the project and purpose enumerated herein.
5. Any funds paid to NWGGA 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 NWGGA, except that the Department shall pay NWGGA for the cost of services provided up to the date of termination, subtracting any additional costs caused by NWGGA's termination.
2. Project Completion: The project will be deemed to be complete when to the Department's satisfaction the NWGGA 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 NWGGA under this Agreement shall be that of principal and independent contractor. It is understood by both the Department and the NWGGA that the NWGGA is not an employee of the Department and that the Department assumes no responsibility beyond those specifically stated in this Agreement.
5. Assignable: This Agreement is not assignable without the express written approval of the Department.
6. Governing Law: This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the Department regarding this Agreement shall be brought in the State of Nebraska administrative or judicial forums as defined by Nebraska State law.
7. Indemnification:
 - a. General. The NWGGA, 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 NWGGA, 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 NWGGA 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 NWGGA.
- 8. Authority to Enter Agreement: The NWGGA warrants the individual signing this Agreement has the legal power, right, and authority to enter into this Agreement and to bind NWGGA accordingly.
 - 9. Attorney's Fees: In the event of any litigation, appeal, or other legal action to enforce any provision of this Agreement, the NWGGA 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 NWGGA fails to perform any substantial obligation under this Agreement, the Department may withhold all monies due and payable to the NWGGA, 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 NWGGA 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 NWGGA. 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 NWGGA 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 NWGGA 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 NWGGA providing copies of invoices detailing how the Department funds were expended.

F. COMPLIANCE PROVISIONS

1. Nondiscrimination:
 - a. The NWGGA, 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 NWGGA 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 NWGGA 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 NWGGA 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 NWGGA, 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 NWGGA, 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 NWGGA, 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 NWGGA certifies that NWGGA is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The NWGGA further certifies that NWGGA has not had an agreement with the State of Nebraska terminated early by the State of Nebraska. If the NWGGA has had an agreement terminated early by the State of Nebraska, NWGGA shall provide the agreement number, along with an explanation of why the agreement was terminated early. The NWGGA also agrees to include the requirements of this paragraph in any and all subcontracts into which it enters. The NWGGA shall immediately notify the Department if, during the term of this Agreement, the NWGGA becomes debarred or has an agreement with the State of Nebraska terminated early. The Department may immediately terminate this Agreement by providing the NWGGA written notice if the NWGGA becomes debarred or if NWGGA has an agreement

terminated early by the State of Nebraska during the term of this Agreement.

G. COMMUNICATION BETWEEN PARTIES

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

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

For NWGGA:
Alyssa Brodersen
Executive Director
Nebraska Winery & Grape Growers Association
521 First Street
Milford, NE 68405
alyssa@nebraskawines.org

IN WITNESS WHEREOF, the parties executed this Agreement.

DEPARTMENT OF AGRICULTURE

Date

Sherry Vinton, Director

NEBRASKA WINERY AND GRAPE GROWERS
ASSOCIATION

Date

Tim Nissen, President

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

#18-13-325

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 “Viticulture Program”).

PURPOSE: The purpose of this Agreement is to provide funding, as authorized by the Nebraska Grape and Winery Board, to the Viticulture Program to conduct research activities that are designed to assist in the betterment of Nebraska’s grape and wine industry.

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

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

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 Viticulture Program agrees to the following:
 - a. Utilize funds to pay for the viticulture technician’s and lab technician’s salaries and benefits, student hourly labor, fertilizers, chemicals, planting stock, fuel, vehicle and equipment rental, travel costs, computer support, publications, framing, hardware, and tools. These expenses are involved in the oversight and implementation of Viticulture Program activities.
 - b. The activities will consist of:

- i. Vinifera Grape Production in High Tunnels;
 - ii. A Wine Industry Dilemma: Does Crop Size Reduction Make Better Wine?;
 - iii. Cultivar and New Genotype Evaluation;
 - iv. Grape Production in High Tunnels and Controlling Climate Variability;
 - v. NE-1720 (formerly NE-1020);
 - vi. Collaboration with UNL Food Science and Technology Department;
 - vii. Evaluation of Cold-hardiness, Spring Bud-break and Cold Temperature Damage Prevention and Management;
 - viii. Cultivar and Growing Degree Days Studies;
 - ix. Hail Damage Prevention; and
 - x. Grapevine Trunk Disease.
- c. Provide a written final report to the Department by July 15, 2024, describing the results of the project and the use of funds to be made public by the Board.
 - d. Provide services from July 1, 2023, through June 30, 2024.

B. ALLOWABLE COSTS AND PAYMENTS

- 1. The Department will provide a sum of up to eighty-five thousand dollars (\$85,000) from the Winery and Grape Producers Promotional Fund to the Viticulture Program upon both parties' signature to this Agreement and the Viticulture Program incurring an obligation. The Viticulture Program shall present Interagency Billing Transaction (IBT) invoices to the Department from which payments shall be made.
- 2. Final Viticulture Program billing shall be received no later than July 15, 2024.
- 3. The source of funding for this Agreement is the Winery and Grape Producers Promotional Fund. Payment is contingent upon funding

availability.

4. The Viticulture Program specifically agrees that funds provided under this Agreement shall be used only for the project and purposes enumerated herein.
5. Any funds paid to the Viticulture Program 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, 2023, to July 15, 2024**, 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 Viticulture Program, except that the Department shall pay the Viticulture Program for the cost of services provided up to the date of termination, subtracting any additional costs caused by the Viticulture Program's termination.
2. Project Completion: The project will be deemed to be complete when the Viticulture Program 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 Viticulture Program under this Agreement shall be that of principal and independent contractor. It is understood by both the Department and the Viticulture Program that the Viticulture Program is not an employee of the Department and that the Department assumes no responsibility beyond those specifically stated in this Agreement.
5. Assignable: This Agreement is not assignable without the express written approval of the Department.

6. **Governing Law:** This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the Department regarding this Agreement shall be brought in the State of Nebraska administrative or judicial forums as defined by Nebraska State law.
7. **Authority to Enter Agreement:** The Viticulture Program certifies the individual signing this Agreement has the legal power, right, and authority to enter into this Agreement and to bind the Viticulture Program 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 the Viticulture Program fails to perform any substantial obligation under this Agreement, the Department may withhold all monies due and payable to the Viticulture Program, 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 Viticulture Program which are applicable to this Agreement shall be made available, upon reasonable advance notice and during normal business hours, 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 Viticulture Program. 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 Viticulture Program 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 Viticulture Program 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 Viticulture Program providing copies of invoices detailing how the Department funds were expended.

F. COMPLIANCE PROVISIONS

1. Nondiscrimination:
 - a. The Viticulture Program, 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 Viticulture Program 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 Viticulture Program 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 Viticulture Program 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 Viticulture Program, 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 Viticulture Program, 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 Viticulture Program, 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 Viticulture Program certifies that NWGGA is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Viticulture Program further certifies that NWGGA has not had an agreement with the State of Nebraska terminated early by the State of Nebraska. If the Viticulture Program has had an agreement terminated early by the State of Nebraska, NWGGA shall provide the agreement number, along with an explanation of why the agreement was terminated early. The Viticulture Program also agrees to include the requirements of this paragraph in any and all subcontracts into which it enters. The Viticulture Program shall immediately notify the Department if, during the term of this Agreement, the Viticulture Program becomes debarred or has an agreement with the State of Nebraska terminated early. The Department may immediately terminate this Agreement by providing the Viticulture Program written notice if the Viticulture Program becomes debarred or if NWGGA has an agreement terminated early by the State of Nebraska during the term of this Agreement.

G. COMMUNICATION BETWEEN PARTIES

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

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

For the Viticulture Program:
Dr. Paul Read
University of Nebraska - Lincoln
PLSH 377J
Lincoln, NE 68583
402-472-5136
pread1@unl.edu

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

IN WITNESS WHEREOF, the parties executed this Agreement.

DEPARTMENT OF AGRICULTURE

Date

Sherry Vinton, Director

BOARD OF REGENTS OF THE UNIVERSITY
OF NEBRASKA ON BEHALF OF THE
UNIVERSITY OF NEBRASKA-LINCOLN

Date

Jeanne Wicks, Interim Director
Sponsored Programs

AGREEMENT
BETWEEN THE
NEBRASKA DEPARTMENT OF AGRICULTURE
AND THE
NEBRASKA WINERY AND GRAPE GROWERS ASSOCIATION
#18-13-333

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

PURPOSE: The purpose of this Agreement is to provide funding, as authorized by the Nebraska Grape and Winery Board, to NWGGA to pay for costs associated with the Toast Nebraska wine festivals.

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

The Nebraska Grape and Winery Board has conducted a public board meeting and directed the Department to provide funds to NWGGA.

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

A. DESCRIPTION OF WORK

1. NWGGA agrees to:
 - a. Utilize funds to pay for all costs associated with the Toast Nebraska wine festivals. Expenses include, but are not limited to, advertising, marketing, facility use and rental, equipment rental, supplies, bingo bucks, entertainment, promotion of the event, and winery, staff, and volunteer investment.
 - b. Provide a written final report to the Department by July 15, 2024, describing the results of the project and the use of

funds to be made public by the Nebraska Grape and Winery Board.

- c. Provide services from July 1, 2023, through June 30, 2024.

B. ALLOWABLE COSTS and PAYMENTS

1. The Department shall provide a sum of up to eighty-eight thousand dollars (\$88,000) from the Winery and Grape Producers Promotional Fund to NWGGA upon both parties signing this Agreement and NWGGA incurring an obligation.
2. Final NWGGA billing shall be received no later than July 15, 2024.
3. The source of funding for this Agreement is the Winery and Grape Producers Promotional Fund. Payment is contingent upon funding availability.
4. NWGGA specifically agrees that funds provided under this Agreement shall be used only for the project and purpose enumerated herein.
5. Any funds paid to NWGGA 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, 2023, to July 15, 2024**, 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 NWGGA, except that the Department shall pay NWGGA for the cost of services provided up to the date of termination, subtracting any additional costs caused by NWGGA's termination.
2. **Project Completion:** The project will be deemed to be complete when to the Department's satisfaction the NWGGA 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 NWGGA under this Agreement shall be that of principal and independent contractor. It is understood by both the Department and the NWGGA that the NWGGA is not an employee of the Department and that the Department assumes no responsibility beyond those specifically stated in this Agreement.
5. Assignable: This Agreement is not assignable without the express written approval of the Department.
6. Governing Law: This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the Department regarding this Agreement shall be brought in the State of Nebraska administrative or judicial forums as defined by Nebraska State law.
7. Indemnification:
 - a. General. The NWGGA, 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 NWGGA, 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 NWGGA 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 NWGGA.
8. Authority to Enter Agreement: The NWGGA warrants the individual signing this Agreement has the legal power, right, and authority to enter into this Agreement and to bind NWGGA accordingly.
9. Attorney's Fees: In the event of any litigation, appeal, or other legal action to enforce any provision of this Agreement, the NWGGA 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 NWGGA fails to perform any substantial obligation under this Agreement, the Department may withhold all monies due and payable to the NWGGA, 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 NWGGA 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 NWGGA. 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 NWGGA 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 NWGGA 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 NWGGA providing copies of invoices detailing how the Department funds were expended.

F. COMPLIANCE PROVISIONS

1. Nondiscrimination:
 - a. The NWGGA, 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 NWGGA 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 NWGGA 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 NWGGA 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 NWGGA, 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 NWGGA, 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 NWGGA, 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 NWGGA certifies that NWGGA is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The NWGGA further certifies that NWGGA has not had an agreement with the State of Nebraska terminated early by the State of Nebraska. If the NWGGA has had an agreement terminated early by the State of Nebraska, NWGGA shall provide the agreement number, along with an explanation of why the agreement was terminated early. The NWGGA also agrees to include the requirements of this paragraph in any and all subcontracts into which it enters. The NWGGA shall immediately notify the Department if, during the term of this Agreement, the NWGGA becomes debarred or has an agreement with the State of Nebraska terminated early. The Department may immediately terminate this Agreement by providing the NWGGA written notice if the NWGGA becomes debarred or if NWGGA has an agreement terminated early by the State of Nebraska during the term of this Agreement.

G. COMMUNICATION BETWEEN PARTIES:

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

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

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

For NWGGA:
Alyssa Brodersen
Executive Director
Nebraska Winery & Grape Growers Association
521 First Street
Milford, NE 68405
alyssa@nebraskawines.org

IN WITNESS WHEREOF, the parties executed this Agreement.

DEPARTMENT OF AGRICULTURE

Date

Sherry Vinton, Director

NEBRASKA WINERY AND GRAPE
GROWERS ASSOCIATION

Date

Tim Nissen, President

AGREEMENT
BETWEEN THE
NEBRASKA DEPARTMENT OF AGRICULTURE
AND THE
NEBRASKA WINERY AND GRAPE GROWERS ASSOCIATION
#18-13-357

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

PURPOSE: The purpose of this Agreement is to provide funding, as authorized by the Nebraska Grape and Winery Board, to NWGGA to conduct a series of educational seminars and publish written materials for current and potential grape growers and wineries.

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

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

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

A. DESCRIPTION OF WORK

1. NWGGA agrees to utilize funds to pay for costs associated with these activities such as literature, room rental, attendee lunches, and speaker honorariums and travel expenses. Funds will also be used to pay for travel and rental expenses of any mechanized equipment used in field demonstrations. NWGGA further agrees to utilize funds for the following activities:
 - a. Promotional literature for potential new and existing grape growers.

- b. Seminar for wineries on TTB/NLCC rules and regulations.
 - c. Series of educational seminars for Nebraska wine makers and grape growers.
 - d. Wine America Membership.
 - e. Enology and Viticulture.
 - f. Host an annual meeting in 2023-24 to conduct the annual NWGGA membership meeting that includes several workshops with speakers discussing topics such as enology, viticulture, and marketing strategies.
2. Provide a written report to the Department by July 15, 2024 describing the results of the project and the use of funds to be made public by the Board.
 3. NWGGA agrees to provide services from July 1, 2023, through June 30, 2024.

B. ALLOWABLE COSTS and PAYMENTS

1. The Department shall provide a sum of up to two thousand five hundred dollars (\$2,500) from the Winery and Grape Producers Promotional Fund to NWGGA upon both parties signing this Agreement and NWGGA incurring an obligation.
2. Final NWGGA billing shall be received no later than July 15, 2024.
3. The source of funding for this Agreement is the Winery and Grape Producers Promotional Fund. Payment is contingent upon funding availability.
4. NWGGA specifically agrees that funds provided under this Agreement shall be used only for the project and purpose enumerated herein.
5. Any funds paid to NWGGA 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, 2023, to July 15, 2024**, 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 NWGGA, except that the Department shall pay NWGGA for the cost of services provided up to the date of termination, subtracting any additional costs caused by NWGGA's termination.
2. Project Completion: The project will be deemed to be complete when to the Department's satisfaction the NWGGA 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 NWGGA under this Agreement shall be that of principal and independent contractor. It is understood by both the Department and the NWGGA that the NWGGA is not an employee of the Department and that the Department assumes no responsibility beyond those specifically stated in this Agreement.
5. Assignable: This Agreement is not assignable without the express written approval of the Department.
6. Governing Law: This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the Department regarding this Agreement shall be brought in the State of Nebraska administrative or judicial forums as defined by Nebraska State law.
7. Indemnification:
 - a. General. The NWGGA, 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 NWGGA, 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 NWGGA 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 NWGGA.

8. Authority to Enter Agreement: The NWGGA warrants the individual signing this Agreement has the legal power, right, and authority to enter into this Agreement and to bind NWGGA accordingly.
9. Attorney's Fees: In the event of any litigation, appeal, or other legal action to enforce any provision of this Agreement, the NWGGA 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 NWGGA fails to perform any substantial obligation under this Agreement, the Department may withhold all monies due and payable to the NWGGA, 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 NWGGA 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 NWGGA. 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 NWGGA 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 NWGGA 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 NWGGA providing copies of invoices detailing how the Department funds were expended.

F. COMPLIANCE PROVISIONS

1. Nondiscrimination:
 - a. The NWGGA, 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 NWGGA 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 NWGGA 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 NWGGA 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 NWGGA, 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 NWGGA, 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.
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of this Agreement, the NWGGA becomes debarred or has an agreement with the State of Nebraska terminated early. The Department may immediately terminate this Agreement by providing the NWGGA written notice if the NWGGA becomes debarred or if NWGGA has an agreement terminated early by the State of Nebraska during the term of this Agreement.

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For the Department:
Casey Foster
Nebraska Department of Agriculture
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casey.foster@nebraska.gov

For NWGGA:
Alyssa Brodersen
Executive Director
Nebraska Winery & Grape Growers Association
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Milford, NE 68405
alyssa@nebraskawines.org

IN WITNESS WHEREOF, the parties executed this Agreement.

DEPARTMENT OF AGRICULTURE

Date

Sherry Vinton, Director

NEBRASKA WINERY AND GRAPE
GROWERS ASSOCIATION

Date

Tim Nissen, President

STATUTES

NEBRASKA GRAPE AND WINERY BOARD

- Administration:** These statutes create the Nebraska Grape and Winery Board. That Board is given certain duties under these statutes. For administrative purposes, a fund is located in the Nebraska Department of Agriculture. The money in this fund is to be used by the Nebraska Department of Agriculture at the direction of and in cooperation with the board to develop programs that promote the wine industry in Nebraska. See also section 53-123.15 and sections 2-5601 through 2-5605 for information about statutes that provide money for the fund.
- Adoption:** The provisions of these statutes were last revised during the 2013 session of the Nebraska Legislature. This reproduction was prepared following that session.
- Rules:** The Board is given authority to adopt and promulgate regulations, however, none have yet been developed.

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<u>Section</u>	<u>Subject</u>
53-301	Nebraska Grape and Winery Board; created.
53-302	Board; officers; terms; expenses.
53-303	Board; powers and duties.
53-304	Winery; payments required; Winery and Grape Producers Promotional Fund; created; use; investment
53-305	Board; annual report.

53-301. Nebraska Grape and Winery Board; created.

- (1) The Nebraska Grape and Winery Board is created. The board shall consist of five members to be appointed by the Governor on a nonpartisan basis. 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 wine or grape production or research in this state. At least two board members shall be members of the Nebraska Winery and Grape Growers Association. In addition, the Director of Agriculture and the vice chancellor of the University of Nebraska Institute of Agriculture and Natural Resources or their designees shall be ex officio members of the board but shall have no vote in board matters.
- (2) 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.

53-302. Board; officers; terms; expenses.

- (1) Within thirty days after the appointment of the initial members of the Nebraska Grape and Winery 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 board member shall serve for a term of three years, except that at the expiration of the terms of the members in 2021, the Governor shall appoint one member for a term of one year, two members for a term of two years, and two 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 board members shall be reimbursed for their actual and necessary expenses, as provided for in sections 81-1174 to 81-1177, while attending meetings of the board or while engaged in the performance of official responsibilities as determined by the board.
- (4) A board member shall be removable by the Governor for cause. The board member shall first be given a written copy of the charges against him or her and also an opportunity to be heard publicly. In addition to all other causes, the failure of a board member to continue to meet any of the requirements for eligibility set out in section 53-301 shall be deemed sufficient cause for removal from office.

53-303. Board; powers and duties. The duties and responsibilities of the Nebraska Grape and Winery Board include, but are not limited to, the following:

- (1) To establish a public forum whereby any producer of wine, grapes, or other wine producing agricultural products has the opportunity, at least once annually, to discuss with the board its policy and procedures;
- (2) To 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) To authorize and approve the Department of Agriculture's expenditure of funds collected pursuant to section 53-304;
- (4) To serve as an advisory panel to the Nebraska Liquor Control Commission in all matters pertaining to the wine industry; and

- (5) To adopt and promulgate rules and regulations to carry out sections 53301 to 53305.

53-304. Winery; payments required; Winery and Grape Producers Promotional Fund; created; use; investment.

Each Nebraska winery shall pay to the Nebraska Liquor Control Commission twenty dollars for every one hundred sixty gallons of juice produced or received by its facility. Gifts, grants, or bequests may be received for the support of the Nebraska Grape and Winery Board. Funds paid pursuant to the charge imposed by this section and funds received pursuant to subsection (4) or (5) of section 53-123.15 and from gifts, grants, or bequests shall be remitted to the State Treasurer for credit to the Winery and Grape Producers Promotional Fund which is hereby created. For administrative purposes, the fund shall be located in the Department of Agriculture. All revenue credited to the fund pursuant to the charge imposed by this section and excise taxes collected pursuant to section 2-5603 and any funds received as gifts, grants, or bequests and credited to the fund shall be used by the department, at the direction of and in cooperation with the board, to develop and maintain programs for the research and advancement of the growing, selling, marketing, and promotion of grapes, fruits, berries, honey, and other agricultural products and their byproducts grown and produced in Nebraska for use in the wine industry. Such expenditures may include, but are not limited to, all necessary funding for the employment of experts in the fields of viticulture and enology, as deemed necessary by the board, and programs aimed at improving the promotion of all varieties of wines, grapes, fruits, berries, honey, and other agricultural products and their byproducts grown and produced in Nebraska for use in the wine industry.

Funds credited to the fund shall be used for no other purposes than those stated in this section and any transfers authorized pursuant to section 2-5604. Any funds not expended during a fiscal year may be maintained in the fund for distribution or expenditure during subsequent fiscal years. 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.

53-305. Board; annual report.

The Nebraska Grape and Winery Board shall make and publish an annual report on or before January 1 of each year, which report shall set forth in detail the following:

- (1) The name and address of each board member and a copy of all rules and regulations adopted and promulgated by the board; and
- (2) A detailed explanation of all programs for which the board approved funding that fiscal year, pursuant to section 53-304, for the research, discovery, promotion, and development of programs for the growing, production, and marketing of Nebraska wines, grapes, fruits, berries, honey, and other

agricultural products and their byproducts grown and produced in Nebraska for use in the wine industry.

Each annual report shall be presented 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.

NEBRASKA GRAPE EXCISE TAX STATUTES

Administration: These statutes are administered by the Nebraska Department of Agriculture, Finance and Personnel Division. The Nebraska Department of Agriculture is located in the State Office Building, 301 Centennial Mall South, Lincoln, Nebraska 68509, telephone: (402) 471-6817.

Adoption: The provisions of these statutes were initiated during the 2007 session of the Nebraska Legislature. This reproduction was prepared following that session.

Rules: The Department of Agriculture has no authority to adopt and promulgate regulations under these statutes.

INDEX

<u>Section</u>	<u>Subject</u>
2-5601.....	Terms, defined.
2-5602.....	Excise tax; amount; payment.
2-5603.....	Excise tax; first purchaser; deduction; records contents; statement; remitted to State Treasurer.
2-5604.....	Department of Agriculture; calculate costs, report.
2-5605.....	Violation; penalty.

2-5601. Terms, defined. For purposes of sections 2-5601 to 2-5604:

- (1) Commercial channels means the sale or delivery of grapes for any use, except grapes intended for ultimate consumption as table grapes, to any commercial buyer, dealer, processor, or cooperative or to any person, public or private, who resells any grapes or product produced from grapes;
- (2) Delivered or delivery means receiving grapes for utilization or as a result of sale in the State of Nebraska but excludes receiving grapes for storage;
- (3) First purchaser means any person, public or private corporation, association, partnership, or limited liability company buying, accepting for shipment, or otherwise acquiring the property in or to grapes from a grower;
- (4) Grower means any landowner personally engaged in growing grapes, a tenant of the landowner personally engaged in growing grapes, and both the owner and tenant jointly and includes a person, a partnership, a limited

liability company, an association, a corporation, a cooperative, a trust, or any other business unit, device, or arrangement; and

- (5) Table grapes means grapes intended for ultimate consumption as produce in fresh, unprocessed form and not intended for wine production, juice production, or drying.

2-5602. Excise tax; amount; payment.

- (1) Except as provided in subsection (2) of this section, an excise tax of one cent per pound is levied upon all grapes sold through commercial channels in Nebraska or delivered in Nebraska. The excise tax shall be paid by the grower at the time of sale or delivery and shall be collected by the first purchaser. Grapes shall not be subject to the excise tax imposed by this section more than once.
- (2) The excise tax imposed by this section shall not apply to the sale of grapes to the federal government for the ultimate use or consumption by the people of the United States when the State of Nebraska is prohibited from imposing such excise tax by the United States Constitution and the laws enacted pursuant thereto.

2-5603. Excise tax; first purchaser; deduction; records; contents; statement; remitted to State Treasurer.

- (1) The first purchaser, at the time of settlement, shall deduct the excise tax imposed by section 2-5602. The excise tax shall be deducted whether the grapes are stored in this state or any other state. The first purchaser shall maintain the necessary records of the excise tax for each purchase or delivery of grapes on the settlement form or check stub showing payment to the grower for each purchase or delivery. Such records maintained by the first purchaser shall provide the following information:
 - a. The name and address of the grower and seller;
 - b. The date of the purchase or delivery;
 - c. The number of pounds of grapes purchased; and
 - d. The amount of excise taxes collected on each purchase or delivery.Such records shall be open for inspection during normal business hours observed by the first purchaser.
- (2) The first purchaser shall render and have on file with the Department of Agriculture by the last day of January and July of each year, on forms prescribed by the department, a statement of the number of pounds of grapes purchased in Nebraska. At the time the statement is filed, such first purchaser shall pay and remit to the department the excise tax imposed by section 2-5602.
- (3) All excise taxes collected by the department pursuant to this section shall be remitted to the State Treasurer for credit to the Winery and Grape Producers Promotional Fund. The department shall remit the excise tax collected to the State Treasurer within ten days after receipt.

2-5604. Department of Agriculture; calculate costs; report.

For each fiscal year beginning with FY2007-08, the Department of Agriculture shall calculate its costs in collecting and enforcing the excise tax imposed by section 2-5602 and shall report such costs to the Department of Administrative Services within thirty days after the end of the calendar quarter. Sufficient funds to cover such costs shall be transferred from the Winery and Grape Producers Promotional Fund to the Management Services Expense Revolving Fund at the end of each calendar quarter. Funds shall be transferred upon the receipt by the Department of Administrative Services of a report of costs incurred by the Department of Agriculture for the previous calendar quarter.

2-5605. Violation; penalty.

Any person violating sections 2-5601 to 2-5603 shall be guilty of a Class III misdemeanor.

FARM WINERIES STATUTES

INDEX

Section	Subject
53-123.10.....	Farm winery license; when issued.
53-123.11.....	Farm winery license; rights of licensee; removal of unsealed bottle of wine; conditions.
53-123.12.....	Farm winery license; application requirements; fees.
53-123.13.....	Farm winery; waiver of requirement; when; conditions.
53-123.15	Shipping license; when required; rights of licensee; application; contents; violation; disciplinary action.

53-123.10 Farm winery license; when issued.

A license to operate a farm winery may be issued by the commission upon an applicant's compliance with section 53-123.12 and such other requirements as the commission adopts and promulgates by rule and regulation to administer §§53-101.02 and 53-123.10 to 53-123.13. Source: Laws 1985, LB 279, § 4.

53-123.11 Farm winery license; rights of licensee; removal of unsealed bottle of wine; conditions.

(1) A farm winery license shall entitle the holder to:

- a. Sell wines produced at the farm winery onsite at wholesale and retail and to sell wines produced at the farm winery at off-premises sites holding the appropriate retail license;
- b. Sell wines produced at the farm winery at retail for consumption on the premises;
- c. Permit a customer to remove one unsealed bottle of wine for consumption off the premises. The licensee or his or her agent shall (A) securely reseal such bottle and place the bottle in a bag designed so that it is visibly apparent that the resealed bottle of wine has not been opened or tampered with and (B) provide a dated receipt to the customer and attach to such bag a copy of the dated receipt for the resealed bottle of wine. If the resealed bottle of wine is transported in a motor vehicle, it must be placed in the trunk of the motor vehicle or the area behind the last upright seat of such motor vehicle if the area is not normally occupied by the driver or a passenger and the motor vehicle is not equipped with a trunk;
- d. Ship wines produced at the farm winery by common carrier and sold at retail to recipients in and outside the State of Nebraska, if the output of such farm winery for each calendar year as reported to the commission by December 31 of each year does not exceed thirty thousand gallons. In the event such amount exceeds thirty thousand gallons, the farm winery shall be required to use a licensed

wholesaler to distribute its wines for the following calendar year, except that this requirement shall not apply to wines produced and sold onsite at the farm winery pursuant to subdivision (1)(a) of this section;

- e. Allow sampling of the wine at the farm winery and at one branch outlet in the state in reasonable amounts;
 - f. Sell wines produced at the farm winery to other Nebraska farm winery licensees, in bulk, bottled, labeled, or unlabeled, in accordance with 27 C.F.R. 24.308, 27 C.F.R. 24.309, and 27 C.F.R. 24.314, as such regulations existed on January 1, 2008; and
 - g. Purchase distilled spirits from licensed microdistilleries in Nebraska, in bulk or bottled, made entirely from Nebraska-licensed farm winery wine to be used in the production of fortified wine at the purchasing licensed farm winery.
 - h. Store and warehouse products produced at the farm winery in a designated, secure, offsite storage facility if the holder of the farm winery license notifies the commission of the location of the facility and maintains, at the farm winery and at the facility, a separate perpetual inventory of the product stored at the facility. Consumption of alcoholic liquor at the facility is strictly prohibited.
- (2) No farm winery shall manufacture wine in excess of fifty thousand gallons per year.
- (3) A farm winery may manufacture and sell hard cider on its licensed premises. A farm winery shall not otherwise distribute the hard cider it manufactures except by sale to a wholesaler licensed under the Nebraska Liquor Control Act
- (4) A holder of a farm winery license may obtain a special designated license pursuant to section 53-124.11.
- (5) A holder of a farm winery license may obtain an annual catering license pursuant to section 53-124.12.

53-123. Farm winery license; application requirements; fees.

Any person desiring to obtain a new license to operate a farm winery shall:

- (1) File an application with the commission in triplicate original upon such forms as the commission from time to time prescribes;
- (2) Pay the license fee to the commission under subdivision (2) of section 53124, which fee shall be returned to the applicant if the application is denied; and

- (3) Pay the state registration fee to the commission in the sum of forty-five dollars.

License fees and registration fees may be paid to the commission by certified or cashier's check of a bank within this state, personal or business check, United States post office money order, or cash in the full amount of such fees. The commission shall then notify, by registered or certified mail marked return receipt requested with postage prepaid, the municipal clerk of the city or incorporated village where such license is sought or, if the license is not sought within a city or incorporated village, the county clerk of the county where such license is sought of the receipt of the application and shall enclose with such notice one copy of the application. No such license shall then be issued by the commission until the expiration of at least forty-five days from the date of mailing such application by the commission. Within thirty-five days from the date of receipt of such application from the commission, the local governing bodies of nearby cities or villages or the county may make and submit to the commission recommendations relative to the granting of or refusal to grant such license to the applicant.

53-123.13 Farm winery; waiver of requirement; when; conditions.

- (1) If the operator of a farm winery is unable to produce or purchase seventy-five percent of the grapes, fruit, or other suitable agricultural products used in the farm winery from within the state due to natural disaster which causes substantial loss to the Nebraska-grown crop, such operator may petition the commission to waive the seventy-five-percent requirement prescribed in section 53-103.13 for one year.
- (2) It shall be within the discretion of the commission to waive the seventy-five percent requirement taking into consideration the availability of products used in farm wineries in this area and the ability of such operator to produce wine from products that are abundant within the state.
- (3) If the operator of a farm winery is granted a waiver, any product purchased as concentrated juice from grapes or other fruits from outside of Nebraska, when reconstituted from concentrate, may not exceed in total volume along with other products purchased the total percentage allowed by the waiver.
- (4) Any product purchased under the waiver or as part of the twenty-five percent of allowable product purchased that is not Nebraska-grown for the production of wine shall not exceed the twenty-five percent volume allowed under state law if made from concentrated grapes or other fruit, when reconstituted. The concentrate shall not be reduced to less than twenty-two degrees Brix in accordance with 27 C.F.R. 24.180.

53-123.15 Shipping license; when required; rights of licensee; application; contents; violation; disciplinary action.

- (1) No person shall order or receive alcoholic liquor in this state which has been shipped directly to him or her from outside this state by any person other

than a holder of a shipping license issued by the commission, except that a licensed wholesaler may receive not more than three gallons of wine in any calendar year from any person who is not a holder of a shipping license.

- (2) The commission may issue a shipping license to a manufacturer. Such license shall allow the licensee to ship alcoholic liquor only to a licensed wholesaler, except that a licensed wholesaler may, without a shipping license and for the purposes of subdivision (2) of section 53-161, receive beer in this state which has been shipped from outside the state by a manufacturer in accordance with the Nebraska Liquor Control Act to the wholesaler, then transported by the wholesaler to another state for retail distribution, and then returned by the retailer to such wholesaler. A person who receives a license pursuant to this subsection shall pay the fee required in sections 53-124 and 53-124.01 for a manufacturer's shipping license. Such fee shall be collected by the commission and be remitted to the State Treasurer for credit to the General Fund.
- (3) The commission may issue a shipping license to any person who deals with vintage wines, which shipping license shall allow the licensee to distribute such wines to a licensed wholesaler in the state. For purposes of distributing vintage wines, a licensed shipper must utilize a designated wholesaler if the manufacturer has a designated wholesaler. For purposes of this section, vintage wine shall mean a wine verified to be ten years of age or older and not available from a primary American source of supply. A person who receives a license pursuant to this subsection shall pay the fee required in sections 53-124 and 53-124.01 for a vintage wine dealer's shipping license. Such fee shall be collected by the commission and be remitted to the State Treasurer for credit to the General Fund.
- (4) The commission may issue a shipping license to any person manufacturer who sells and ships alcoholic liquor from another state directly to a consumer in this state if the manufacturer satisfies the requirements of subsections (7) through (9) of this section. A person manufacturer who receives a license pursuant to this subsection shall pay the fee required in sections 53-124 and 53-124.01 for a manufacture direct sales shipping license. Such fee shall be collected by the commission and remitted to the State Treasurer for credit to the Winery and Grape Producers Promotional Fund.
- (5) The commission may issue a shipping license to any retailer who is licensed within or outside Nebraska, who is authorized to sell alcoholic liquor at retail in the state of domicile of the retailer, and who is not a manufacturer if such retailer satisfies the requirements of subsections (7) through (9) of this section to ship alcoholic liquor from another state directly to a consumer in this state. A retailer who receives a license pursuant to this subsection shall pay the fee required in sections 53-124 and 53-124.01 for a retail direct sales shipping license. Such fee shall be collected by the commission and remitted to the State Treasurer for credit to the Winery and Grape Producers Promotional Fund.

- (6) The application for a shipping license under subsection (2) or (3) of this section shall be in such form as the commission prescribes. The application shall contain all provisions the commission deems proper and necessary to effectuate the purpose of any section of the act and the rules and regulations of the commission that apply to manufacturers and shall include, but not be limited to, provisions that the applicant, in consideration of the issuance of such shipping license, agrees:
- a. To comply with and be bound by section sections 53-162 and 53164.01 in making and filing reports, paying taxes, penalties, and interest, and keeping records;
 - b. To permit and be subject to all of the powers granted by section 53164.01 to the commission or its duly authorized employees or agents for inspection and examination of the applicant's premises and records and to pay the actual expenses, excluding salary, reasonably attributable to such inspections and examinations made by duly authorized employees of the commission if within the United States; and
 - c. That if the applicant violates any of the provisions of the application or the license, any section of the act, or any of the rules and regulations of the commission that apply to manufacturers, the commission may revoke or suspend, cancel, or revoke such shipping license for such period of time as it may determine.
- (7) The application for a shipping license under subsection (4) or (5) of this section shall be in such form as the commission prescribes. The application shall require an applicant which is a manufacturer, a craft brewery, a craft distillery, or a farm winery to identify the brands of alcoholic liquor that the applicant is requesting the authority to ship either into or within Nebraska. For all applicants, unless otherwise provided in this section, the application shall contain all provisions the commission deems proper and necessary to effectuate the purpose of any section of the act and the rules and regulations of the commission that apply to manufacturers or retailers and shall include, but not be limited to, provisions that the applicant, in consideration of the issuance of such shipping license, agrees:
- a. To comply with and be bound by sections 53-162 and 53-164.01 in making and filing reports, paying taxes, penalties, and interest, and keeping records;
 - b. To permit and be subject to all of the powers granted by section 53164.01 to the commission or its duly authorized employees or agents for inspection and examination of the applicant's premises and records and to pay the actual expenses, excluding salary, reasonably attributable to such inspections and examinations made by duly authorized employees of the commission if within the United States;

- c. That if the applicant violates any of the provisions of the application or the license, any section of the act, or any of the rules and regulations of the commission that apply to manufacturers or retailers, the commission may suspend, cancel, or revoke such shipping license for such period of time as it may determine;
 - d. That the applicant agrees to notify the commission of any violations in the state in which he or she is domiciled and any violations of the direct shipping laws of any other states. Failure to notify the commission within thirty days after such a violation may result in a hearing before the commission pursuant to which the license may be suspended, canceled, or revoked; and
 - e. That the applicant, if a manufacturer, craft brewery, craft distillery, or farm winery, agrees to notify any wholesaler licensed in Nebraska that has been authorized to distribute such brands that the application has been filed for a shipping license. The notice shall be in writing and in a form prescribed by the commission. The commission may adopt and promulgate rules and regulations as it reasonably deems necessary to implement this subdivision, including rules and regulations that permit the holder of a shipping license under this subdivision to amend the shipping license by, among other things, adding or deleting any brands of alcoholic liquor identified in the shipping license.
- (8) Any manufacturer or retailer who is granted a shipping license under subsection (4) or (5) of this section shall:
- a. Only ship the brands of alcoholic liquor identified on the application;
 - b. Only ship alcoholic liquor that is owned by the holder of the shipping license;
 - c. Only ship alcoholic liquor that is properly registered with the Alcohol and Tobacco Tax and Trade Bureau of the United States Department of the Treasury;
 - d. Not ship any alcoholic liquor products that the manufacturers or wholesalers licensed in Nebraska have voluntarily agreed not to bring into Nebraska at the request of the commission;
 - e. Not ship more than nine liters of alcoholic liquor per month to any person in Nebraska to whom alcoholic beverages may be lawfully sold. All such sales and shipments shall be for personal consumption only and not for resale; and
 - f. Cause the direct shipment of alcoholic liquor to be by approved common carrier only. The commission shall adopt and promulgate rules and regulations pursuant to which common carriers may apply for approval to provide common carriage of alcoholic liquor shipped by a holder of a shipping license issued pursuant to subsection (4)

or (5) of this section. The rules and regulations shall include provisions that require (i) the recipient to demonstrate, upon delivery, that he or she is at least twenty-one years of age, (ii) the recipient to sign an electronic or paper form or other acknowledgement of receipt as approved by the commission, and (iii) the commission-approved common carrier to submit to the commission such information as the commission may prescribe. The commission-approved common carrier shall refuse delivery when the proposed recipient appears to be under the age of twenty-one years and refuses to present valid identification. All holders of shipping licenses shipping alcoholic liquor pursuant to this subdivision shall affix a conspicuous notice in sixteen-point type or larger to the outside of each package of alcoholic liquor shipped within or into the State of Nebraska, in a conspicuous location, stating: CONTAINS ALCOHOLIC BEVERAGES; SIGNATURE OF PERSON AT LEAST 21 YEARS OF AGE REQUIRED FOR DELIVERY. Any delivery of alcoholic beverages to a minor by a common carrier shall constitute a violation by the common carrier. The common carrier and the holder of the shipping license shall be liable only for their independent acts.

- (9) For purposes of sections 53-160, 77-2703, and 77-27,142, each shipment of alcoholic liquor by the holder of a shipping license under subsection (3), (4), or (5) of this section shall constitute a sale in Nebraska by establishing a nexus in the state. The holder of the shipping license shall collect all the taxes due to the State of Nebraska and any political subdivision and remit any excise taxes monthly to the commission and any sales taxes to the Department of Revenue.
- (10) By July 1, 2014, the commission shall report to the General Affairs Committee of the Legislature the number of shipping licenses issued for license years 2013-14 and 2014-15. The report shall be made electronically.

