

**NEBRASKA DAIRY INDUSTRY DEVELOPMENT  
BOARD**

**Annual Report**

**July 1, 2024 - June 30, 2025**

# NEBRASKA DAIRY INDUSTRY DEVELOPMENT BOARD

## Annual Report July 1, 2024 – June 30, 2025

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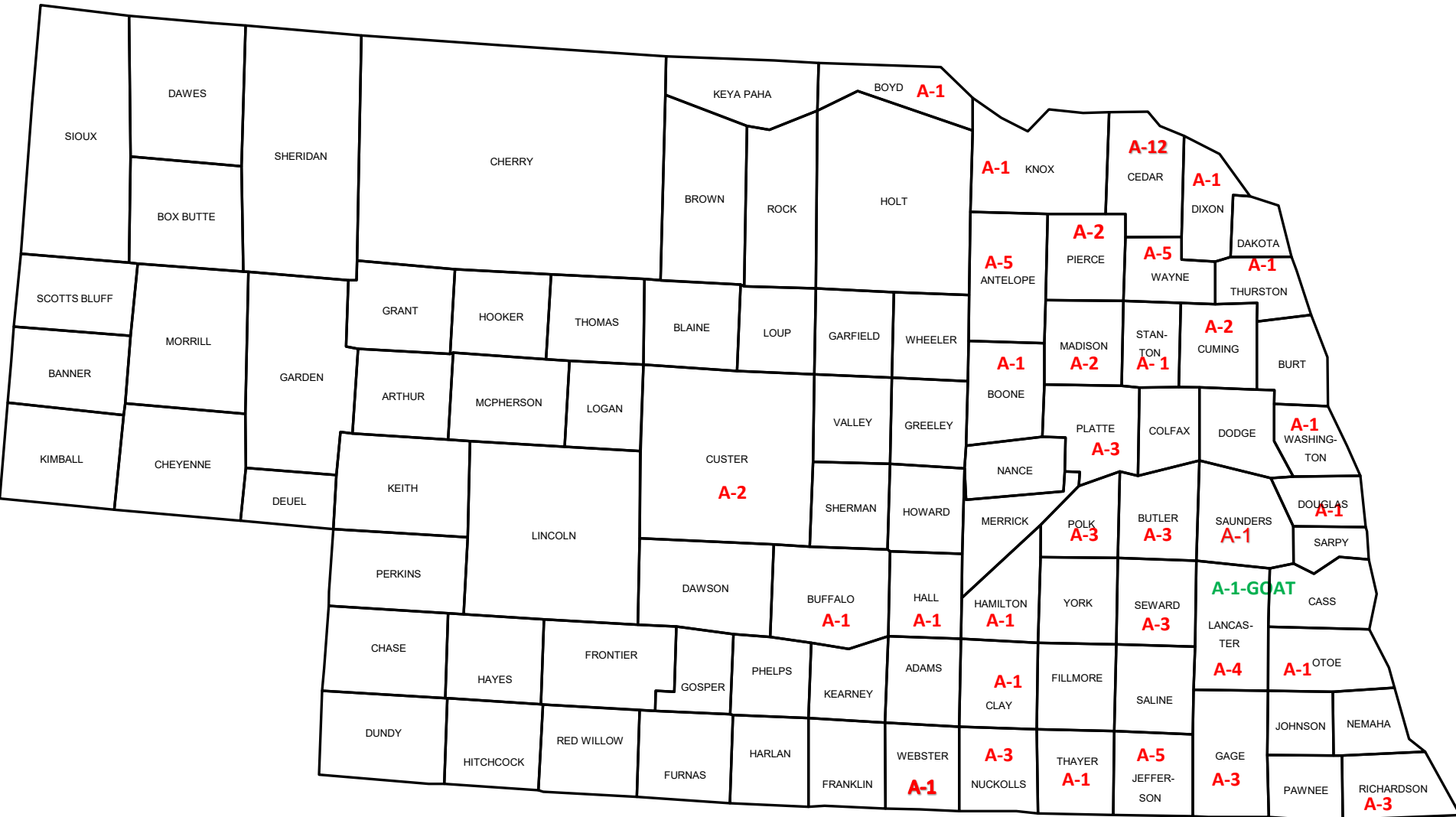
## NEBRASKA MILK FIRST PURCHASERS

05-20-25

<u>Company</u>	<u>Grade A</u>
Associated Milk Producers PO Box 430 Freeman, SD 57029	5.5
Burbach's Countryside Dairy <b>(sells to self and AMPI)</b> 56670 880 Road Hartington, NE 68739	0.5
Dairy Farmers of America PO Box 901546 Kansas City, MO 64190-1546	51
Wells Dairy Inc. #1 Blue Bunny Drive LeMars, IA 50131	2
Agropur 332 Division Street Hull, IA 51239	1
Dutch Girl Creamery (GOAT) 2201 W. Denton Rd Lincoln, NE 68523	1
Beauty View Farm (Konecky)	1
Nebraska Milk Producers Non-Stock Coop	13
Jisa	1
E Bar N Creamery	1
<b>TOTAL</b>	<b>77</b>

Nebraska Department of Agriculture  
Food Safety and Consumer Protection  
Dairy Producers by County (05-20-25)

Grade A 77



# NDID Board - Directory

9/25/2025

## Jodi Cast

JJC Jerseys  
4011 A Street Rd  
Beaver Crossing, NE 68313  
Home:  
Mobile: (402) 641-3797  
Work:  
Fax:  
Email: jjcjerseys@gmail.com  
Represents: DFA  
Board Position Type: Member  
Officer Position: None  
Ships Milk To: Dairy Farmers of America (DFA)  
Term End Date: 11/2/2026

## Valerie Parsons

Nebraska Department of Agriculture  
P.O. Box 94947  
Lincoln, NE 68509-  
Home:  
Mobile: (402) 217-8145  
Work: 4024712351  
Fax:  
Email: Valerie.Parsons@nebraska.gov  
Represents: NE Dept. of Ag  
Board Position Type: Ex Officio - Government  
Officer Position: None  
Ships Milk To:  
Term End Date: 1/2/0001

## Heath Snodgrass

O & W Dairy Farm, Inc.  
85801 518th Ave.  
Orchard, NE 68764  
Home:  
Mobile: (402) 929-0275  
Work:  
Fax:  
Email: gweedo2227@gmail.com  
Represents: At-Large  
Board Position Type: Member  
Officer Position: None  
Ships Milk To: Dairy Farmers of America (DFA)  
Term End Date: 11/2/2027

## David Crook

Crook Dairy  
71109 635 Boulevard  
Humboldt, NE 68376  
Home: (402) 862-2180  
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Email: crookn503@gmail.com  
Represents: At Large  
Board Position Type: Member  
Officer Position: None  
Ships Milk To: Dairy Farmers of America (DFA)  
Term End Date: 11/2/2026

## Kent Pulfer

MPM Farm  
811 Brooke Dr.  
Wayne, NE 68787-1248  
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Fax:  
Email: mpmdairy@gmail.com  
Represents: Other First Purchaser  
Board Position Type: Member  
Officer Position: Chair  
Ships Milk To: Wells Dairy, Inc. - Corporate  
Term End Date: 11/2/2025

## Doug Temme

Temme Agribusiness Inc.  
57618 858th Rd.  
Wayne, NE 68787  
Home:  
Mobile: (402) 375-0542  
Work: (402) 375-4191  
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Email: temmdo@gmail.com  
Represents: AMPI  
Board Position Type: Member  
Officer Position: Secretary/Treasurer  
Ships Milk To: AMPI Inc. Corporate Office  
Term End Date: 11/2/2025

## Doug Nuttelman

Nuttelman Dairy  
P.O. Box 413 12449 M Rd  
Stromsburg, NE 68666  
Home: (402) 764-5171  
Mobile: (402) 366-9341  
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Fax: (402) 764-5297  
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Represents:  
Board Position Type: Member  
Officer Position: None  
Ships Milk To: Dairy Farmers of America (DFA)  
Term End Date: 11/2/2025

## Joyce Racicky

Elk-Creek Dairy  
78074 Elk Creek Rd.  
Mason City, NE 68855  
Home:  
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Fax: (308) 732-3263  
Email:  
joyce.racicky@midwestdairyboards.com  
Represents: DFA  
Board Position Type: Member  
Officer Position: Vice Chair  
Ships Milk To: Dairy Farmers of America (DFA)  
Term End Date: 11/2/2026

**NEBRASKA DAIRY INDUSTRY DEVELOPMENT  
BOARD**

**Financial  
Reports**

**Nebraska Dairy Industry Development Board**  
**Fiscal Report**  
**July 1, 2024 - June 30, 2025**

Category	FY 24-25 Budget	June 2025	YTD Total	YTD %
<b>Beginning Cash Balance</b>	\$ 94,961	\$ 104,958.45	\$ 94,960.61	
<b>Revenue</b>				
Dairy Checkoff	\$ 1,500,000	\$ 107,284.19	\$ 1,241,670.82	
Penalty	100	0.00	217.63	
Other Revenue	25	0.00	25.00	
Investment Interest	2,000	184.16	2,808.92	
Dumped Milk Refund	0	0.00	0.00	
<b>Total Revenue</b>	\$ 1,502,125	\$ 107,468.35	\$ 1,244,722.37	82.86%
<b>Total Available Cash</b>	\$ 1,597,086	\$ 212,426.80	\$ 1,339,682.98	
<b>Expenditures</b>				
NDA Administrative Contract	\$ 9,000	\$ 439.83	\$ 7,268.88	
Midwest Dairy Association	1,394,611	104,280.12	1,197,872.08	
Southwest Dairy Association	48,000	0.00	18,390.73	
Board Expense	1,000	0.00	223.94	
DAS Assessments	1,850	0.00	1,153.00	
Annual Audit	9,000	0.00	7,067.50	
<b>Total Expenditures</b>	\$ 1,463,461	\$ 104,719.95	\$ 1,231,976.13	84.18%
Adjustment to Fund Balance	0	0.00	0.00	
<b>Ending Cash Balance</b>	\$ 133,625	\$ 107,706.85	\$ 107,706.85	

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

Percent of Fiscal Year Elapsed 100%

FY 23-24 Revenue to Date: \$ 1,279,035.33

FY 23-24 Expenditures to Date: \$ 1,302,227.20

**Midwest Dairy Association  
Nebraska Division  
July 1, 2024 to June 30, 2025**

**REVENUE:**

NDIDB Checkoff Revenue

**12 Months**

\$ 1,197,872

**EXPENSES:**

Innovation:

DMI Projects 305,129 (incl. UDIA Membership)

Dairy Experience:

DEX-Sales Demand 196,044

DEX-Sales Youth 28,241

DEX-Thought Leader 114,866

DEX-Trust Adult 214,330

DEX-Trust Youth 100,887

DEX-Strategic Initiative 15,262

Research

44,836

Agricultural Affairs

Farmer Leadership 112,601

Farmer Advocates 140,791

Farmer & Corporate Communications

103,266

Program Innovation

-

Administration

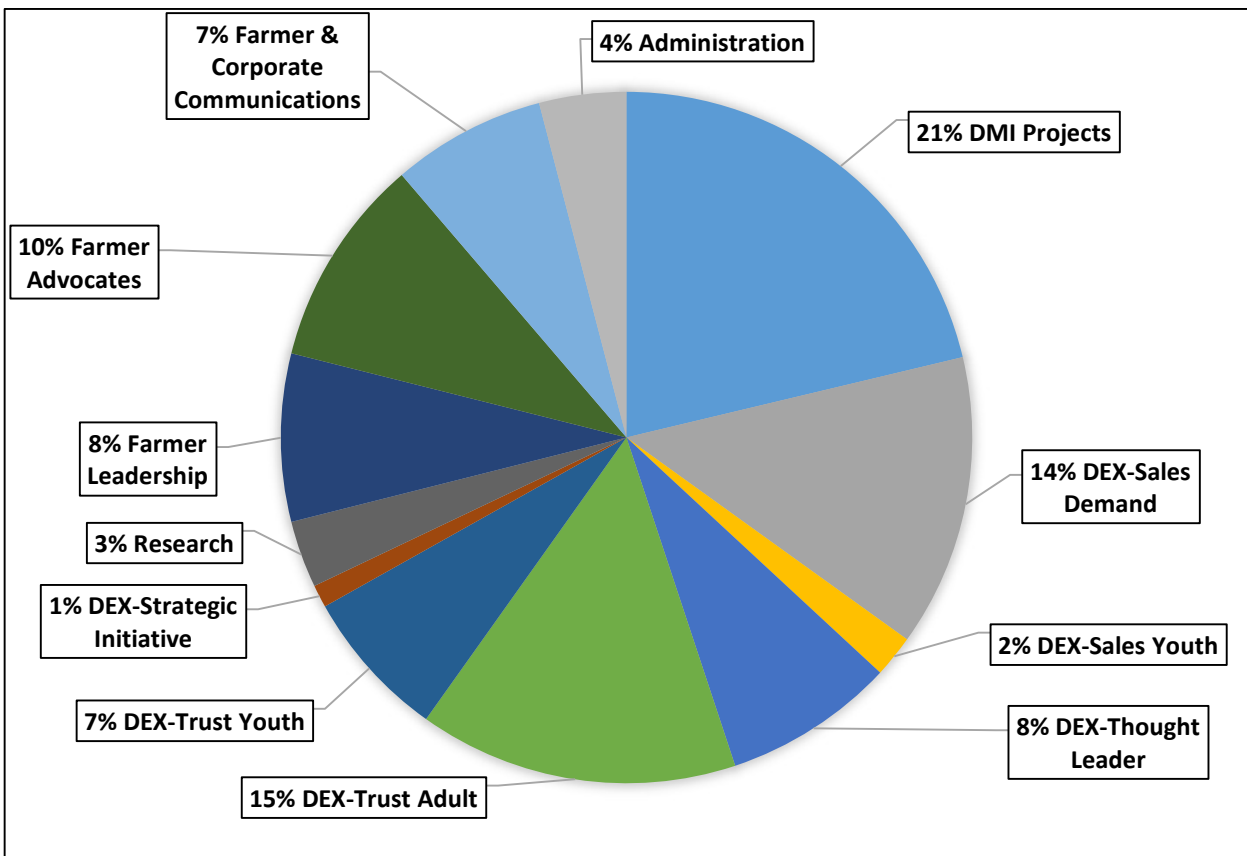
58,488

**Total Expenses**

**\$ 1,434,739**

**Excess of Revenue over Expenses**

**\$ (236,867)**





11:58 AM  
07/09/25  
Cash Basis

Southwest Dairy Museum, Inc.  
**Receipts and Disbursements**  
January through December 2024

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	<u>Jan - Dec 24</u>
Income	
4000 · Income	<u>4,113,152.16</u>
Total Income	<u>4,113,152.16</u>
Gross Profit	4,113,152.16
Expense	
6000 · Basic Expenses	3,228,001.95
7000 · Special Promo Program Expens...	531,394.50
8000 · Capital Asset Expenses	<u>189,332.41</u>
Total Expense	<u>3,948,728.86</u>
Net Income	<u><u>164,423.30</u></u>

# **NEBRASKA DAIRY INDUSTRY DEVELOPMENT BOARD**

## **Dairy Promotion Organizations**

Nebraska dairy farmers pay checkoff of fifteen cents per hundred-weight of milk they produce. The checkoff is collected by the first purchaser of each producer's milk. Five cents is sent to the National Dairy Board which provides funds for the national Unified Marketing Plan (UMP) developed by Dairy Management, Inc. The other ten cents is paid to the Nebraska Dairy Industry Development Board (NDIDB). The NDIDB funds USDA qualified program organizations for dairy promotion activities. The NDIDB is itself a USDA qualified program organization.

During the period July 1, 2024 through June 30, 2025, NDIDB funded the following two qualified program organizations:

1. Midwest Dairy Association (Midwest Dairy). Under contract, Midwest Dairy implemented programs intended to contribute to the betterment of Nebraska's dairy farmers and the state's dairy industry, including 1) the local components of the UMP, 2) the national UMP funding commitment, and 3) other promotion programs in Nebraska consistent with the interests of Nebraska dairy producers. Programs funded during the period are further described in the Promotion Highlights.
2. Southwest Dairy Farmers (Southwest Dairy). Under contract, Southwest Dairy began implementing Mobile Dairy Classroom programs in Nebraska. Programs are further described in the Report of Activities.

# Nebraska Dairy Promotion Highlights

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JULY 1, 2024 – JUNE 30, 2025



## National Dairy Promotion Highlights

Dairy Management Inc. (DMI), which represents and implements the priorities, strategies, and programs of the national dairy checkoff program, works on behalf of America's dairy farmers, including the more than 130 South Dakota dairy farmers, to protect and grow sales and trust in dairy foods, dairy farmers, and the dairy community.

The foundation of this work is a nationwide Unified Marketing Plan that DMI develops and implements in partnership with 14 dairy promotion organizations – including Midwest Dairy – to align national and local dairy promotion strategies and activities focused on action in the following core priorities:

- **Sustainability:** Demonstrate that dairy is an environmental solution – backed by science and proof – and economically additive for farmers, markets, and society.
- **Innovation:** Develop technology-powered breakthrough science and innovations that advance U.S. dairy's wellness and product leadership.
- **Reputation:** Taking a louder, more proactive, and competitive approach to sharing dairy's indispensable role as a solution for consumer wellness and a societal solution for communities and environmental progress.
- **Exports:** Positioning U.S. dairy as a consistent, preferred supplier in key global markets.

## Sustainability

**MORE SOLUTIONS: Additional decision support resources, measurement tools and access to technical and financial assistance.**

### Greener Cattle Initiative

- A research collaboration with partners across the value chain, announced a second round of funding of \$5 million available for research focused on enabling enteric methane mitigation.
- Partners include the Foundation for Food & Agriculture Research, the Innovation Center for U.S. Dairy, Council on Dairy Cattle Breeding, Elanco, Genus PLC, the National Dairy Herd Information Association, Nestle and the New Zealand Agricultural Greenhouse Gas Research Center.

### Results

- \$10 million for research, to date, has been made available representing a 10:1 return on investment.
- Grants have been awarded for research on genomic selection for low emitting cows, energy flows within the rumen to learn how energy that is lost as enteric

methane could potentially be redirected as fuel for the animal, and research on new methane inhibitors.

Find more information on their website about the research projects that have been awarded grants: [Greener Cattle Initiative - Foundation for Food & Agriculture Research](#).

### **Integrated Dairy Anaerobic Digestion (IDAD)**

- IDAD research and modeling were conducted to determine the potential for anaerobic digestion technology to reduce GHG emissions.

#### **Results**

- IDAD model was [published](#) in July illustrating the potential for anaerobic digestion technology to reduce GHG emissions.

### **Animal Health, Efficiency and Resource Dynamics (HERD)**

- Launched the HERD Initiative in May, a partnership between FFAR, DMI and Zoetis to advance our understanding of the interrelationships among dairy health/management and welfare, economics and the environment.

**MORE PROOF: Documented progress is communicated broadly that increases consumer trust.**

### **Life Cycle Assessments**

- Announced plans to publish two new Life Cycle Assessments to establish US Dairy's GHG emissions baseline from which progress is measured on the U.S. Dairy 2050 GHG neutrality goal, and for modeling scenarios in the Strategic Roadmap to GHG Neutrality.

#### **Results**

- The Life Cycle Assessments will be published in the second half of 2025.
- Published a [2020 Farmgate Life Cycle Assessment](#) to refine greenhouse gas emission estimates for key sources, including enteric fermentation, manure and feed production.

## Strategic Roadmap for GHG Neutrality

- The Strategic Roadmap for GHG Neutrality is under development. The roadmap will be a technical document that models potential scenarios for the U.S. dairy industry (field, farm and processor) to reduce GHG emissions using current technologies and practices.
- The Strategic Roadmap for GHG Neutrality will be published in late 2025.

## MORE PARTNERS: Outside partners and investment extend checkoff dollars and influence.

### Dairy Conservation Navigator

- An online resource hub, the [Dairy Conservation Navigator](#), was created for farm advisors, stakeholders and conservation professionals containing science-based information on sustainable farming practices and technologies.
- The resource contains information on over 80 practices that have positive environmental benefits in areas of nutrition management, methane reduction, soil health, manure handling and more.
- The [Dairy Conservation Navigator](#) launched at the Innovation Center's Dairy Sustainability Alliance meeting in November 2024.

### Partnerships and external funding

- Partnerships and external funding are critical to support environmental research and action in dairy sustainability.
- \$28 million of new incremental investment from partners for pilot projects and research in dairy sustainability, going to support programs that empower sustainability action.
- One example is Feed in Focus, which aims to scale up the adoption of feed production and feed efficiency best management practices that have environmental and economic benefits for farms of all sizes.

### Results

- To date, approximately 43 farmers are enrolled with sponsorships from Nestle, Domino's and General Mills.

### Sustainability 101

- Hosted Sustainability 101 for DMI staff to pilot curriculum planned for future workshops in the states and regions.

## Innovation

**PARTNERS: Grow incremental and sustained dairy sales via partners, new platforms and technologies.**

### Leverage Power Partners

- Partnered with leaders in Foodservice, Retail and Consumer Packaged Goods to launch disruptive new products and marketing programs.
- Launched more than 12 new products: Taco Bell Cheesy Chalupa and Churro Chillers test market, Domino's New York Style Pizza and 5-Cheese Mac and Cheese, McDonald's Grandma McFlurry, \$5 Value, Chicken Big Mac and Snack Size McFlurry, General Mills Yoplait Protein and YoBark, DFA's Tru Moo Star Wars Blue Milk, Darigold's Belle Creamers and DARI's MOO'V Chocolate Milk, among others.



### Results

- Retail: Yogurt Category volume grew 7.6%, General Mills new product volume 48.8 million pounds.
- Fluid Milk: Value-Added volume grew 5.9%, Lactose Free + flavored volume grew 10.8%, Alternatives declined 5.4%
- Launched major innovation, including Domino's 5-Cheese Mac & Cheese continues after being launched in Sept 2024 and launched Parmesan Stuffed Crust in March 2025.

### Use Modern Technology Tools to Accelerate Commercialization and Innovation

- Identified \$350 billion of potential Health and Wellness growth spaces for dairy.
- Launched an Artificial Intelligence (AI) database to accelerate science insights and research to yield speed to market for nutritional science benefits for the body and products to meet health and wellness needs.
- Conducted outreach and briefed potential partners who possess capabilities to commercialize micro-encapsulation technology. Encapsulation technology is a novel ingredient technology to revolutionize and position dairy for modern health

and wellness that is being developed to microencapsulate two dairy bio-actives to address consumer needs.

## Results

- AI Database: Successfully launched and on-boarded our industry's science and innovation leaders to leverage for growth.
- Product Science: Funded 16 new multi-year, product technology projects, related to the areas of health and wellness products to enable commercialization of products for domestic and export snacking and sustainable processing.
- Encapsulation: Completed the commercial scale-up production trial of encapsulated products, validated efficacy of patent processes and began formal commercialization efforts.

## **HEALTH AND WELLNESS: Grow, protect and promote dairy science by utilizing nutrition research, science platforms and collaborations.**

- Continued collaboration with Mayo Clinic to further research the role of dairy in meeting consumer health demands, and also extend consumer reach by initiating studies, publishing papers, and delivering presentations.
- Advanced health & wellness science and modern messages through publishing Chapter 1 of the Health & Wellness Playbook (an industry resource for dairy claims, messaging and supporting science).
- Activated the first complete dairy milk molecule database to connect all the components of milk with all the scientific research around the world against those components, to dramatically accelerate learning and insights.

## Results

- NDC Research and Publications: Published five new papers in global nutrition and in the consumer areas of immunity and heart health, and initiated nine new studies in growth and performance, childhood health, mental & emotional health, sleep and heart health to prove new benefits of dairy foods.
- Nutrition Science Briefings: Delivered 44 scientific presentations and briefings to health care professionals and thought leaders, reaching over 150 scientists from various sectors and 100,000 physicians at Mayo Clinic.
- Mayo Clinic: Started three research projects in cardiovascular health. Initiated two projects in the key future health and wellness territories of personalized nutrition and gut microbiome.
- Completed over 35 claims supporting the publication of the Health & Wellness Playbook Chapter 1 and delivered over 50 messages to the dairy industry.



- Milk Molecule: Onboarded eight farmer-owned entities to utilize the platform. Checkoff formed a Science Advisory Council to start exploring new molecules and bioactives to start prioritizing research against.

**OUTSIDE INVESTMENT: Attract and secure outside investment through engagements to connect dairy innovators with investors and pair them with new dairy growth opportunities.**

- Completed and shared three growth landscapes with leading dairy companies. Identified the landscapes and sized the markets and growth rates for domestic foodservice, retail beverages, and retail health and wellness spending against key health conditions and benefits, starting with health and wellness.
- Led nine university health and wellness innovation events at seven universities to share dairy's growth opportunity in the health & wellness space.

**Results**

- Dissemination of the Health & Wellness Landscape was attended by over 2,500 participants.
- Nationally, more than \$8 billion of new infrastructure against dairy announced and in progress.
- Student and university engagement with over 200 students in dairy challenges.

## Reputation

**WIN IN KEY CHANNELS: Deliver breakthrough consumer content to grow dairy's positive share of voice in the most critical channels for youth and parents.**

**Activate Digital Ecosystem: Search & Social**

- Delivered always-relevant "edu-tainment" to continue winning hearts, minds and stomachs for dairy, focusing on key pillars of gut health, functional wellness and responsible production as most resonate with target audiences.

**Results**

- USDairy.com traffic logged 5.8 million pageviews (85% increase over 2023) and 4.3 million total users (95% increase over 2023).

**Leverage Paid & Owned Media**

- Efficiently used existing budgets for media buys around priority topics, including dairy's benefits to health and wellness (childhood development, protein, gut

health), dairy's role in food security and ongoing progress within environmental sustainability, giving dairy more media exposure without increasing budget spent.

- Media partners featured longer “advertorial” stories, and included USA Today, TIME, Women’s Health, Men’s Health and Good Housekeeping.

#### Results

- Facebook and Instagram ads drove 7 thousand link clicks to USA Today and TIME, and 22K link clicks to Good Housekeeping and Women’s Health.
- TIME milk safety article generated more than 241,000 impressions and 3,800 link clicks.

### **Work with Influential Creators**

- Engaged 14 influencers (aka “The Dairy Dream Team”) across multiple topic areas—including health and wellness, fitness, culinary, parenting and humor—to create unique content around dairy.

#### Results

- Dairy Dream Team logged 75 posts, secured 155 million impressions, 51 million video views and 1.2 million engagements (likes, comments, shares) in 2024.

### **eCommerce**

- Partnered with 14 dairy checkoff state and regional organizations to activate retail efforts in 2024, including Instacart, Walmart, Kroger and Dollar General. Content highlighted dairy’s affordability, versatility and nutrition benefits.

#### Results

- For every dollar invested across the national and state/regional checkoffs into eCommerce, we saw a return of \$17.09 in dairy sales.

### **Experiential**

- Showcased dairy’s versatility and global appeal to an influential audience at Food Network’s New York Food & Wine Festival featuring Snoop Dogg and celebrity chefs Bobby Flay and Rachael Ray.

#### Results

- Reached more than 6,000 foodie consumers and influencers at the celeb-studded event and more than 7,000 impressions via influencer outreach.

## Leveraging Instacart's Super Bowl Debut



- Instacart launched their first-ever commercial during the Big Game in February 2025, highlighting iconic food mascots and featuring milk as the must-have essential at the end of the spot.
- Milk was the only non-branded food item included, at no cost to dairy farmers.
- Amplified with a four-week Instacart ad campaign promoting lactose-free and whole milk to drive sales before, during and after the big game.

### Results

- Generated over \$3 million in sales, \$30 return on ad spend and 10% of buyers were “new to brand”.

## Build Relevance with Youth

### Improve School Milk Experience Via Pilots

- Created a three-group pilot among elementary schools and high schools comparing results from adding lactose-free shelf-stable white milk and chocolate milk, with and without restrictions (doctor's note).

### Results

- The district has committed to expanding the availability of lactose-free milk to all students in all schools next school year.
- Average Daily Participation ADP, milk consumption and student attitudes towards milk all improved with the introduction of chocolate lactose-free, shelf stable milk.

### Modernize Nutrition Education & Communications and Expand Access to School Breakfast

- Offered grants and resources during two key campaign periods: “Road to School Breakfast” (spring) and “Fuel Up First” (fall).

## Results

- Funded nearly 800 school equipment grants to increase dairy consumption, impacting access to dairy via more than 100 million school meals.

**ACTIVATE THIRD PARTY VOICES: Engage the most influential experts and thought leaders in media, medicine, science and education to scale credibility and reach consumers.**

## **Maintain Dairy's Place in Federal Guidelines and Programs**

- Shared the comprehensive body of scientific evidence on the critical contributions of dairy foods to the health and wellness of Americans for Dietary Guidelines for Americans (DGA) 2025-2030 planning cycle.
- Invested in research and engaged with third-party science, health and wellness partners and stakeholders to educate on the health benefits of dairy foods.

## Results

- The DGA Committee expressed intent to maintain the dairy food group and recommendation for three servings of dairy per day.
- Committee recognized the importance of dairy foods to meet diverse needs of Americans across racial and ethnic backgrounds and did not propose additional plant-based alternatives beyond fortified soy within the dairy food group.

## **Highlight Dairy's Cultural Relevance**

### **National Medical Association (NMA)**

- Secured endorsement from NMA, the nation's largest black physician organization, confirming dairy's role across the lifespan for Black Americans through publication of a six-paper journal supplement.
- Conducted training sessions for NMA members to educate on dairy's place in the diet.

## Results

- Reached more than 1,000 NMA physicians with education and outreach sessions at all NMA regional meetings and the annual NMA convention, promoting cultural relevance of dairy foods among Black Americans.

- NMA briefings with The White House, Congressional Black Caucus, and other agencies shared dairy science and the role of healthy eating patterns in addressing health disparities.

### **Next Gen/Early Career Scientist Cohort**

- Symposia, workshops and trainings engaged early-career (Next Gen) thought leaders around dairy's health benefits.
- Co-sponsored Howard University's Annual Health Disparities Symposium, Advancing Healthy Equity: Leveraging Culturally Responsive Solutions, bringing together a dynamic roster of thought leaders from the government, academic and non-profit sectors.

#### **Results**

- More than 200 health professionals, nutrition scientists and physicians attended Howard University symposium.
- Highlighted cultural relevancy of dairy foods in addressing health disparities, including diet-related chronic diseases that disproportionately impact people of color.

### **Bring New Dairy Science to Light – Dairy Matrix Symposium**

- Touted dairy's "undercover nutrition" with key science audience – convened a new scientific conference to amplify the science on dairy foods' unique molecular compositions, as well as dairy fat's neutral to beneficial links to heart disease, type 2 diabetes, obesity and high blood pressure.

#### **Results**

- Engaged 100 highly credentialed participants including attendees and speakers from National Institutes of Health, Johns Hopkins University and Academy of Nutrition and Dietetics.
- Connected the latest dairy matrix science to public health needs and emphasized the importance of collaboration within the dairy industry.
- While food matrix science is complex, compelling content and voices can illustrate potential for incorporating dairy foods at all fat levels within a healthy eating pattern.

### **Health and Wellness Partnerships**

- Continued establishing and expanding relationships with key health and wellness groups to broaden dairy's appeal and highlight dairy's role in advancing health for all Americans.

## Results

- Strategic partnership with Women, Infants & Children (WIC) reached 6.6 million WIC moms with information on the health benefits of dairy, especially in the first 1,000 days, including recipes and highlighting the cultural relevancy of dairy and lactose free options.

## Activate as One Dairy Industry

### Dairy's Role in the First 1,000 Days

- Used dairy-industry wide approach to engage early parents and health & wellness thought leaders around the vital role dairy foods play in maternal and childhood health.

## Results

- 13 dairy checkoff states and regional organizations activated alongside national efforts from Undeniably Dairy, National Dairy Council and USDEC, securing more than 10 million total impressions.
- More than 60,000 pediatric care specialists were reached across the country.

## Advance Support for U.S. Dairy's Environmental Progress

### Earth Day

- Created "Dairy Diaries" video series starring Vanessa Bayer, in collaboration with MilkPEP, available on Roku and filmed at Beck Farms in Tomkins County, New York.
- Leveraged successful "See Dairy Differently" and "A Farmer is More Than a Farmer" content during Earth Month 2024.

## Results

- "Dairy Diaries" was the most-viewed short form branded series on Roku to date. Viewers had a 23% increase in belief that dairy farming is environmentally friendly (pre-viewing vs. post), and 3 in 5 viewers said the series increased their respect for dairy farmers.

### See Dairy Differently

- Encouraged thought leaders and consumers to reconsider dairy's role with new media partnerships and advertising channels under "See Dairy Differently" thematic.

- Brought dairy's sustainability and nutrition story to life by combining powerful advertising creative with media buys in high-profile outlets including USA Today, New York Times, Los Angeles Times, Forbes, Good Housekeeping and Wired.

## Results

- Garnered 37 million impressions and 460,000 clicks to USDairy.com via six pieces of content.

## Exports

### **FOODSERVICE: Partner with U.S. foodservice companies to drive menu and marketing innovation using U.S. cheese.**

#### How It Worked

- Our foodservice partnerships with #1 and #2 pizza brands continue to grow U.S. cheese volume in Japan, Taiwan, Indonesia and MENA (Middle East North Africa). Due to our partnership influence, Pizza Hut Japan will focus on cheese as a key taste and quality perception driver and beginning in October all pizzas used 30% more cheese.
- Additionally, our product research team, engaging with the Dairy Research Center Network, in alignment with the menu development team at Pizza Hut Japan developed a US Gouda for testing in 40 key stores in this market. Proving our international pizza partnerships benefit more than just U.S. mozzarella.
- Also in Japan, Domino's Pizza launched the Volcano Pizza, which outperformed forecast, selling out in four weeks (planned for three-month Limited Time Offer (LTO)). This is a new platform, which will be brought back in regular intervals, including a well-received Halloween version in the fall.
- To increase cheese utilization on individual pizzas, Domino's added a double cheese upsell platform, allowing customers to double the cheese on their pizza when ordering. They've also introduced a line of pizzas with 50% more cheese on every pizza, in both Japan and Taiwan.
- Pizza Hut Indonesia launched its most successful LTO ever, The Cheese Overflow platform, which delivered a multidimensional cheese experience through both a cheese "pour" and a cheese "torch."
- Pizza Hut Indonesia launched Dip n Crunch, which surpassed sales forecast by 8% and became the second most successful LTO in Pizza Hut Indonesia history behind the Cheese Overflow, a successful launch from this partnership last year.

#### Results

- Launched (or relaunched) 10 new products and a dozen successful promotions.

## **GROWTH PLATFORMS: Identify and execute against future growth platforms and maximize overall impact**

### How It Worked

- International Enterprise Team, including USDEC, DMI and state and regional checkoff organizations, explored precompetitive innovation territories for US cheese in Japan for 2025.
- Leveraging resources across the federation to develop consumer-driven innovation approach to identify, validate and attract U.S. dairy suppliers to execute cheese innovation that can be successfully implemented across borders
- Identified nearly \$1 billion opportunity in Japan for U.S. cheese product innovation\*
- Team tested concepts with consumers in Japan and the U.S. and began sharing the landscape of opportunities with U.S. dairy suppliers and manufacturers December.

\*Innovation Opportunities for U.S. Cheese in Japan: Articulation and Volumetrics, DMI customer research, GlobalData March 2024

### Results

- Currently executing pilot partnership opportunities in 2025, to prove out process/principle and replicate in other markets in 2026 and beyond.



## Regional/Nebraska Dairy Promotion Highlights

Midwest Dairy developed the below objectives to drive focus in 2024-2026. The objectives reflect both business needs and foundational needs of the organization. The following objectives and strategies supply the direction for programming and investment priorities.

- Increase Dairy Sales
- Grow Trust in Dairy
- Advance Research in Dairy
- Create Dairy Checkoff Advocates
- Develop Farm and Community Leaders for Dairy

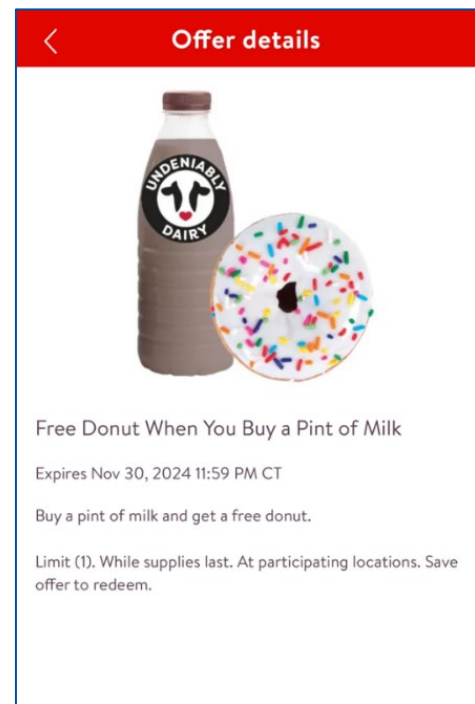
### Increase Dairy Sales

#### Casey's

- In November 2024, Midwest Dairy partnered with Casey's General Stores, Inc. to launch a promotion encouraging dairy consumption and enhance morning routines to more than 6.5 million Casey's online loyalty rewards members.
- This online offer provided customers with a free donut with the purchase of a pint of fresh milk.

#### Results

- Redemptions in 1,640 stores, resulting in over 3,500 additional pounds of milk sales and pleasing Casey's loyal customers with a delicious combination.



#### Hy-Vee

- In celebration of National Oreo Day on March 6, Midwest Dairy partnered with Hy-Vee for a shopper-focused omnichannel campaign surrounding the nostalgic and beloved pairing of cookies and milk.
- In-store digital monitors positioned by the store entrance and in the snack & cookie aisles, drew shoppers back to the dairy case. While online banner ads,

social media posts, and email ads worked together to keep milk top-of-mind throughout the shoppers in-store and online experiences.

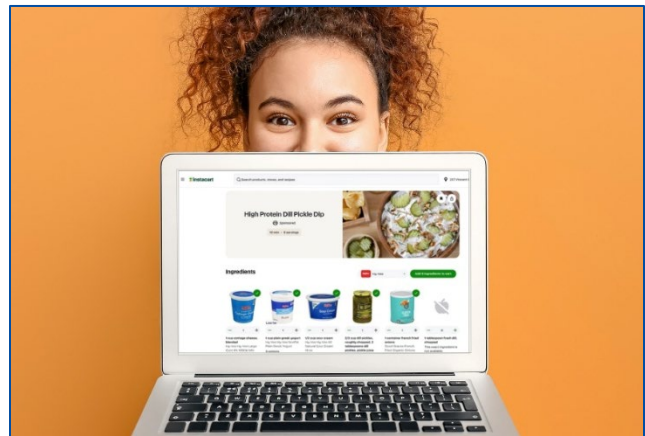


## Results

- This campaign resulted in over 5 million impressions, a 9% conversion rate, and milk volume remained steady.

## Instacart recipe promoted high-protein dairy

- According to a recent Innova Trends Survey, 40% of global consumers consider protein the most important ingredient they look for on food labels. Supporting this trend, our partner Chicory reports a 141% year-over-year increase in searches for protein-focused recipes.
- Midwest Dairy launched a new initiative with Instacart: a High Protein Dill Pickle Dip Shoppable Recipe. This campaign featured protein-rich dairy ingredients like cottage cheese, Greek yogurt, sour cream, and value-added milk.
- Consumers could easily add all ingredients to their Instacart cart with one click and save the recipe for future use.



## Results

- The campaign generated over 100,000 incremental pounds of milk sales but fell short of its original sales goals. However, it provided valuable insights into how Instacart's recipe tool works and where it can be improved.

- Midwest Dairy will consider future recipe campaigns with Instacart once enhancements are made to the platform.

## Grow Trust in Dairy

### Nebraska Dairy Crawl

- Midwest Dairy partnered with the Alliance for the Future of Agriculture in Nebraska (AFAN) to host a dairy crawl for environmental thought leaders in Lincoln, Nebraska.
- Local dairy farmers participated, sharing insights into the sustainability practices used on their farms. The dairy crawl included three stops at Zipline Tap & Grill, Toast, and 402 Creamery.

#### Results

- The event had 26 attendees representing various environmental groups in Nebraska, including Keep Nebraska Beautiful, Conservation Nebraska, the City of Lincoln sustainability department, the University of Nebraska in Lincoln (UNL), and the Department of Agriculture.

### Midwest Dairy provides dairy-focused STEM resources to Nebraska science teachers

- At the Nebraska Association of Teachers of Science conference on October 18, Midwest Dairy hosted a breakout session introducing 15 science teachers to the new dairy-focused STEM curriculum, Postgame Analysis, which explores milk as a recovery beverage for athletes.
- Teachers participated in a hands-on experiment, learned how to implement the curriculum in their classrooms, and received access to additional dairy-related STEM resources.
- Midwest Dairy also sponsored an ice cream break, providing attendees with information on where to find the educational materials while enjoying a dairy treat.

### Highlighting dairy's role in health at the Nebraska Academy of Nutrition and Dietetics (NAND) Conference

- Midwest Dairy continued its support of the NAND Conference, held April 24–25 in Nebraska City, Nebraska. This annual event brought together registered dietitians, dietetic interns, and nutrition students from across the state to learn, connect, and explore emerging topics in nutrition and public health.

- Midwest Dairy sponsored the featured speaker, a nationally recognized dietitian, author, and consultant. The speaker delivered two impactful presentations, “Food is Medicine” and “Plant-Based Eating,” both of which emphasized evidence-based strategies for building sustainable, balanced diets that incorporate all food groups—dairy included.
- Dairy’s role in a healthy diet was also celebrated during a snack break sponsored by Hiland Dairy, where attendees enjoyed nutrient-rich options such as chocolate milk and cottage cheese.

#### Results:

- The conference provided a valuable platform to engage with health and wellness professionals, who influence dietary guidance and health practices in their communities.
- By fostering these connections, Midwest Dairy helps ensure that dairy remains positively represented in conversations about nutrition, wellness, and public health.

#### **Growing trust through campus engagements: University of Nebraska-Lincoln**

- Midwest Dairy targets Gen Z on college campuses such as University of Nebraska-Lincoln, to build trust and share dairy’s farm-to-table sustainability story through fun, interactive experiences that foster positive perceptions and drive dairy sales.
- Midwest Dairy partnered with Husker Athletics for multiple events, including dairy-themed games, trivia, and swag giveaways to engage students and fans.

- During Big Red Welcome’s Husker Mania, 1,800 students participated in Undeniably Dairy’s Dairy Dash, a life-size game that illustrated dairy farming practices with help from Dairy Ambassadors.



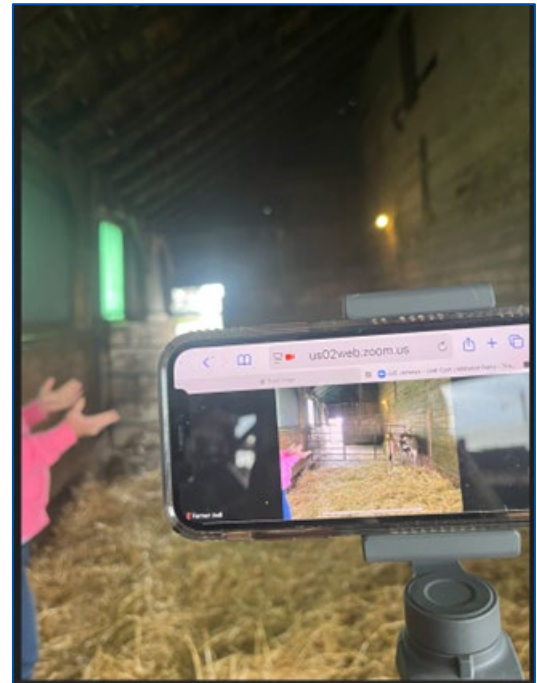
- At Wellness Fest, students enjoyed goat yoga, a smoothie bike, and Midwest Dairy’s trivia spin wheel that educated them on dairy nutrition and product origins.
- Midwest Dairy also activated at Bash at the Bob and game-day tailgates, offering hands-on games like “Feed the Dairy Cow” and “Milk the Cow,” and sponsoring a Husker volleyball match where farmers engaged students and shared dairy insights.

## Adopt a Cow Program

- During the 2024 back-to-school season, Midwest Dairy again partnered with the Adopt a Cow program to bring dairy's story to students across the 10-state region. This free program connects dairy farmers with educators to help students learn where their food comes from.
- Students track the growth of a calf throughout the school year while engaging in lessons and activities.

### Results

- Jodi Cast of JJC Jerseys near Beaver Crossing, NE has served as a host for the Adopt a Cow program for the past five years. This school year more than 5,300 Nebraska students were engaged and over the past six years nearly 70,000 Nebraska students have taken part.
- Though primarily designed for classrooms, the program has also reached Boys & Girls Clubs, libraries, daycares, senior living centers, and more.



## Nebraska State Fair

- At the 2024 Nebraska State Fair, Midwest Dairy engaged consumers through multiple activations to build trust and highlight dairy's role in sustainable nutrition.
- Over Labor Day weekend, Chef Nadar partnered with the Nebraska Pork Producers Association for cooking demos, serving nearly 500 food samples during the popular Deliciousness with Dairy & Pork event.



- During Nebraska's Largest Classroom, 3,400 elementary students visited the dairy exhibit to learn from farmers, ambassadors, and staff, and enjoy cold milk from Hiland Dairy.
- Throughout the fair, the "Moo Crew" led 52 milking demonstrations featuring all seven dairy cow breeds, handed out 150 ice cream coupons linking to dairy nutrition info, and distributed 1,700 string cheese sticks in partnership with Prairie Promise Lean Beef.

## Advance Research in Dairy

### No More Empty Pots

- Midwest Dairy partnered with No More Empty Pots in spring 2024 to launch a pitch competition in Omaha, Nebraska, aimed at supporting local entrepreneurs, encouraging dairy-focused product innovation, and growing the regional dairy industry.
- The competition awarded two winners each with \$10,000, six months of kitchen rental, and business development support.
- Five businesses advanced to the final round in June after a multi-phase pitching process, with winners recognized for their creative and authentic use of dairy products.

### Results

- Midwest Dairy announced two winners. Dundee Popcorn offers gourmet, real-butter microwave popcorn in various flavors, while Coffee Alley is a Latina-owned café known for Mexican-inspired beverages and baked goods.

### Midwest Dairy Foods Research Center (MDFRC)

- MDFRC is a collaborative effort between dairy farmers and the University of Minnesota, Iowa State University, South Dakota State University, University of Nebraska-Lincoln, Kansas State University, and the University of Missouri. This collaborative is focused on delivering research and education that benefit consumers and fuels a strong market for Midwest dairy.



- In 2024, MDFRC funded the following research projects:

Project Title	PI	University
Functional modification of high protein ingredients for targeted applications	Jay Amamcharla	UMN
Production of low-cost GOS from whey permeate streams	Maneesha Mohan	SDSU
Enhancing the bio-preservative/bio-protective behavior of NSLAB using soluble fibers as a prebiotic during cheddar cheese ripening to prevent spoilage (Phase II)	Sanjeev Anand	SDSU
Novel strategies to control oxidized flavor in dairy powders	Gary Reineccius	U of MN
Cow water for potable and processing use	Prafulla Salunke	SDSU
Tuning the texture of emulsions stabilized by dairy protein-based ingredients	Jeab Vardhanabhuti	University of Missouri

- MDFRC holds its annual meeting each summer. This meeting is an open invitation to Operational Advisory Committee members, faculty, and students to evaluate and score research proposals for potential funding in the next funding cycle.

## Results

- The research funded is intended to advance the industry through solutions, insights, and innovation. In 2025, four projects were selected to be funded.
  - Control of Fungal Growth to Extend Shelf Life of Cheddar and Mozzarella Cheese: Impact of Packaging Film coated with Natural Antifungal Compounds (Iowa State University)
  - Development of biosensors for calcium, sodium, and potassium measurement (South Dakota State University)
  - Develop and validate rapid and alternative methods for scorched particles in dairy powders (University of Minnesota)
  - Physical and chemical inhibition of color formation in permeate powders (University of Minnesota)

## Create Dairy Checkoff Advocates

### Dairy Summit continues to build advocacy with federal, state and local leaders

- For the past three years, Midwest Dairy has teamed up with the Nebraska State Dairy Association (NSDA) to host the Nebraska Dairy Promotion & Industry U.S. Delegation Summit. This year was held on August 20 and began at the Firth Community Center in Firth, Nebraska.
- The Dairy Summit strategically brought together representatives from Nebraska's U.S. senate, congress, governor's office, Department of Agriculture, Alliance for the Future of Agriculture in Nebraska, University of Nebraska, board members from both Midwest Dairy and NSDA, other state and local leaders.

#### Results

- The Dairy Summit provided an opportunity for federal, state, and local leaders to meet and greet Nebraska dairy advocates and farmer leaders, hear how dairy checkoff is building trust and increasing sales with consumers, and learn what is happening to increase dairy industry growth in Nebraska.

## Develop Farm and Community Leaders for Dairy

### Midwest Dairy invests in the future through scholarships

- Midwest Dairy Nebraska Division awarded \$5,000 in scholarships to six high school and college students for the 2025-2026 academic school year.
- Recipients were evaluated on academic achievement, past and present leadership involvement in school and community, past and present involvement in the dairy community, career aspirations on how they plan to represent the dairy industry in the future and required letters of reference.

#### Results

- 2025 Scholarship Award Recipients: Shan Sherwood, Carter Behnken, Halie Racicky, Jacob Beavers, Kammy Held, and Tanyln Larson.





## Nebraska Dairy Ambassadors

- Ambassadors gain communication and leadership skills while also sharing dairy's story at consumer-facing events.
- As an incentive, all ambassadors are eligible for up to a \$1,000 scholarship at the end of the year.

### Results

- Midwest Dairy has officially selected 2025 Dairy Ambassadors: Jenna Albers, Clara Bates, Shaylee Heidtbrink, Joslyn Hochstein, Brianna Klabenes, Eliza Lange, Jenna Muntz, Ava Noecker, Emily Rempel, and Brylee Ross.

## 2025 Nebraska Dairy Ambassadors

 <p><b>Jenna Albers</b> Randolph, NE</p>	 <p><b>Clara Bates</b> Racine, WI</p>	 <p><b>Shaylee Heidtbrink</b> Malcom, NE</p>	 <p><b>Joslyn Hochstein</b> Wynot, NE</p>	 <p><b>Brianna Klabenes</b> Chambers, NE</p>
 <p><b>Eliza Lange</b> Hartington, NE</p>	 <p><b>Jenna Muntz</b> Louisville, NE</p>	 <p><b>Ava Noecker</b> Hartington, NE</p>	 <p><b>Emily Rempel</b> Beatrice, NE</p>	 <p><b>Brylee Ross</b> Abilene, TX</p>





## THE NEBRASKA DAIRY INDUSTRY DEVELOPMENT BOARD

Southwest Dairy Museum, Inc.

July 1, 2024 – June 30, 2025

In accordance with the provisions of the Nebraska Dairy Industry Development Act, one dairy producer in Nebraska opted to send their 10-cent local dairy promotion assessment pursuant to the Dairy Promotion and Research Order to the Southwest Dairy Museum, Inc., up until November of 2025. With the funds from the Nebraska dairy producer, we developed and implemented the following dairy education and promotion programs in the State of Nebraska.

### **The Mobile Dairy Classroom**

The Southwest Dairy Farmers Mobile Dairy Classroom is a traveling, fully operational milking parlor, featuring a live cow. Trained full time instructors demonstrate how cows are milked using the modern milking process and describe how milk goes from the farm to the consumer. In addition, they discuss the importance of dairy foods in a healthy diet, emphasize the modern environmental and food safety practices on the dairy farm, and answer questions about the dairy farm and milk products. With these presentations, we provide educational aids such as teachers guides and informational materials for students and consumers to reinforce healthy eating habits. With limited funding in the State of Nebraska, we scheduled schools in southern Nebraska.

The Mobile Dairy Classroom had planned to attend the Cass County Fair in August 2024, but were cancelled due to trailer issues.



## Yogurt For Youth Program

Southwest Dairy Farmers assisted four schools in Furnas County, Nebraska by providing nutritious and delicious yogurt products to students as a school snack.

In a letter from a NE school food service director, she stated:

*“While visiting with teachers and students who are currently receiving yogurt, everyone has only positive things to say about your generous donation. Students have expressed to me not only their thanks, but also share that they are not hungry all morning because they did not wake up in time to eat breakfast or did not want to eat what was being offered to them at home. Teachers have told me they believe students are more focused and are anxious to compare test scores at the end of the term. Again, I cannot thank you enough for what you are providing – not just the yogurt, but the opportunity for our students.”*



## Jill Castle

Southwest Dairy Farmers will continue to work closely with Jill Castle, child nutrition expert, author, and mom, to help educate consumers about the importance of a healthy diet and sensible eating practices. She is also an advocate for the benefits of wholesome milk and dairy. Using digital marketing practices, we help get Jill’s engaging nutrition messages to consumers via short video vignettes on YouTube and informative white papers on our website.



## Dairy Promotions and Social Media

Southwest Dairy Farmers have launched efforts on various digital platforms providing the opportunity to reach some of the 265 million Internet users in the United States – all at the click of a mouse. From Google AdWords campaigns featuring banner ads and targeted social media efforts, digital advertising gives us the ability to strategically place (and track) specific dairy messages, recipes, and other consumer-interactive applications in our producers' markets.

Using Facebook, Instagram, Google, and YouTube we are promoting a variety of dairy recipes with our short and entertaining Dairylicious videos. We also produce and promote informative messages about the importance of dairy in the lives of children, featuring childhood nutrition expert, Jill Castle.



## Dairy Recipe Calendar

Again in 2025, our popular recipe wall calendar continued to remind people to “Share the Tradition, Share the Nutrition.” These recipes are easy to make and feature a wide variety of dairy products. These recipes are not just delicious but also include the nutritional value of dairy products. They are the perfect way to begin, or continue, traditions built around good, healthy food with family and friends. These calendars provide handy, tear out recipe cards for your recipe files.

These recipes are easy to make and feature a wide variety of dairy products. The results are not just delicious but also include the nutritional value of dairy products.



**NEBRASKA DAIRY INDUSTRY DEVELOPMENT  
BOARD**

**Dairy Industry  
Development  
Act**

## DAIRY INDUSTRY DEVELOPMENT ACT

- Administration:** This Act is administered by the Nebraska Dairy Industry Development Act Board. The Department of Agriculture is involved with some of these sections.
- Adoption:** This act was last revised during the 2013 session of the Nebraska Legislature.
- Rules:** The Nebraska Department of Agriculture has no authority to promulgate regulations under this Act. The Dairy Industry Development Board, however; has promulgated a regulation under this Act, known as Title 484, Chapter 1 – Dairy Industry Development Board Regulations.

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2-3956. ....	Board; administration; limitation on expenses.
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**2-3948. Act, how cited.**

Sections 2-3948 to 2-3963 shall be known and may be cited as the Dairy Industry Development Act.

**Source:** Laws 1992, LB 275, § 1; Laws 2001, LB 194, § 1; Laws 2004, LB 836, § 1.

**2-3949. Terms, defined.**

For purposes of the Dairy Industry Development Act:

- (1) Board shall mean the Nebraska Dairy Industry Development Board;
- (2) Commercial use shall mean sale for retail consumption or sale for resale, for manufacture for resale, or for processing for resale;
- (3) First purchaser of milk shall mean a person who buys milk from a producer and resells to another person the milk or products manufactured or processed from the milk;
- (4) Milk shall mean any class of cow's milk produced in the State of Nebraska;
- (5) Milk production unit shall mean any producer licensed by the Department of Agriculture;
- (6) Producer shall mean any person engaged in the production of milk for commercial use;
- (7) Producer-processor shall mean a producer who processes and markets the producer's own milk; and
- (8) Qualified program shall mean any state or regional dairy product promotion, research, or nutrition education program which is certified pursuant to 7 C.F.R. 1150.153, as amended. Such program shall: (a) Conduct activities as defined in 7 C.F.R. 1150.114, 1150.115, and 1150.116 intended to increase consumption of milk and dairy products generally; (b) except for programs operated under the laws of the United States or any state, have been active and ongoing before November 29, 1983; (c) be financed primarily by producers, either individually or through cooperative associations; (d) not use any private brand or trade name in advertising and promotion of dairy products unless the National Dairy Promotion and Research Board established pursuant to 7 C.F.R. 1150.131 and the United States Secretary of Agriculture concur that such requirement should not apply; (e) certify to the United States Secretary of Agriculture that any request from a producer for a refund under the program will be honored by forwarding that portion of such refund equal to the amount of credit that otherwise would be applicable to the program pursuant to 7 C.F.R. 1150.152(c) to either the National Dairy Promotion and Research Board or a qualified program designated by the producer; and (f) not use program funds for the purpose of influencing governmental policy or action.

**Source:** Laws 1992, LB 275, § 2.

## **2-3950. Legislative findings.**

The Legislature declares it to be in the public interest that producers in Nebraska be permitted and encouraged to maintain and expand domestic sales of milk and dairy products, develop new products and new markets, improve methods and practices relating to marketing or processing of milk and dairy products, and inform and educate consumers of sound nutritional principles including the role of milk in a balanced diet. It is the purpose of the Dairy Industry Development Act to provide the authorization and to prescribe the necessary procedures by which the dairy industry in Nebraska may finance programs to achieve the purposes expressed in this section. The Nebraska Dairy Industry Development Board shall be the agency of the State of Nebraska for such purpose.

**Source:** Laws 1992, LB 275, § 3.

## **2-3951. Nebraska Dairy Industry Development Board; created; members; qualifications.**

The Nebraska Dairy Industry Development Board is hereby created. Members of the board shall (1) be residents of Nebraska, (2) be at least twenty-one years of age, (3) have been actually engaged in the production of milk in this state for at least five years, and (4) derive a substantial portion of their income from the production of milk in Nebraska. Board members shall be nominated and appointed as provided in sections 2-3951.01 to 2-3951.04.

**Source:** Laws 1992, LB 275, § 4; Laws 2004, LB 836, § 2; Laws 2013, LB70, § 1.

### **2-3951.01. Board members; appointment; terms; officers; expenses.**

(1) Members of the board shall, as nearly as possible, be representative of all first purchasers of milk and individual producer-processors in the state and, to the extent practicable, result in equitable representation of the various interests of milk producers both in terms of the manner in which milk is marketed and geographic distribution of milk production units in the state.

(2) The terms of the members of the board shall be three years, except that the first term of the initial and additional members of the board shall be staggered so that one-third of the members are appointed each year. The number of years for the first term of new and additional members shall be determined by the Governor. Once duly appointed and qualified, no member's term shall be shortened or terminated by any subsequent certification by the Department of Agriculture of milk production units from which a first purchaser of milk purchases milk.

(3) The Director of Agriculture or his or her designee shall be an ex officio member of the board but shall have no vote in board matters.



(4) Members of the board shall elect from among the members a chairperson, a vice-chairperson, and such other officers as they deem necessary and appropriate.

(5) Members of the board shall be reimbursed for their actual and necessary expenses as provided in sections 81-1174 to 81-1177.

**Source:** Laws 2004, LB 836, § 3; Laws 2013, LB70, § 2.

### **2-3951.02. Board members; nomination and appointment.**

(1) Members of the board shall be nominated and appointed as follows:

(a) Each first purchaser of milk which purchases milk from at least twenty-one milk producers may submit to the Governor the names of up to two nominees for each forty milk production units, or major portion thereof, from which the first purchaser purchases milk. The Governor shall appoint one member for each forty production units, or major portion thereof, from nominees submitted pursuant to this subdivision, except that if milk production units certified by the Department of Agriculture have decreased so that each board member appointed pursuant to this subdivision represents less than a major portion of forty production units, the Governor shall maintain representation of one member for each forty production units, or major portion thereof, by not filling a vacancy caused by a member's term expiring; and

(b) All other first purchasers of milk and individual producer-processors who are not included among milk production units claimed by a first purchaser of milk entitled to submit nominees under subdivision (1)(a) of this section shall be combined as a group for the purpose of submitting nominees, and each first purchaser and individual producer-processor of the group may nominate up to two nominees. The Governor shall appoint two members from nominees submitted pursuant to this subdivision.

(2) Whenever the number of members of the board as determined by subsection (1) of this section results in less than seven members, the Governor shall appoint a member or members from the state at large to maintain membership of the board at seven members. Whenever such appointment is required, the board shall call for and submit a list of two or more nominees for each additional member needed to the Governor, and the Governor shall appoint a member or members from the nominees submitted pursuant to this subsection.

(3) Nominations in the case of term expiration or new or at-large membership and for all other vacancies shall be provided according to the process prescribed in section 2-3951.04. The Governor may choose the members of the board from the nominees submitted or may reject all nominees. If the Governor rejects all nominees, names of nominees shall again be provided to the Governor until the appointment is filled.

**Source:** Laws 2004, LB 836, § 4; Laws 2013, LB70, § 3.

### **2-3951.03. Board members; vacancies.**

(1) A vacancy on the board exists in the event of the death, incapacity, removal, or resignation of any member; when a member ceases to be a resident of Nebraska; when a member ceases to be a producer in Nebraska; or when the member's term expires. Members whose terms have expired shall continue to serve until their successors are appointed and qualified, except that if such a vacancy will not be filled, as determined by the Governor under section 2-3951.02, the member shall not serve after the expiration of his or her term.

(2) For purposes of filling vacancies on the board, the Governor shall appoint one member from up to two nominees submitted by the vacating member's nominator under section 2-3951.02. In the event of a vacancy, the board shall certify to the vacating member's nominator that such a vacancy exists and shall request nominations to fill the vacancy for the remainder of the unexpired term or for a new term, as the case may be.

**Source:** Laws 2004, LB 836, § 5; Laws 2013, LB70, § 4.

#### **2-3951.04. Board members; nominations; notification; procedure.**

(1) When nominations for board members are required, written notification shall be given to each producer represented or to be represented by such member, including an at-large member. The first purchaser or purchasers of milk shall notify each producer from whom the first purchaser buys milk that each producer may submit written nominations. If the group represented is a combination of first purchasers of milk and individual producer-processors or if the member is an at-large member, the individual producer-processors shall receive notification from the Department of Agriculture.

(2) Nominations shall be in writing and shall contain an acknowledgment and consent by the producer being nominated. The nomination shall be returned by the producer to the first purchaser of milk or to the department from whom the producer received notification within fifteen days after the receipt of the notification. For nominations to replace a member whose term is to expire or for a new member, the producers shall receive notification between August 1 and August 15 preceding the expiration of the term of the member or the beginning of the term of a new member. For all other vacancies, the producers shall receive notification within thirty days after the member vacates his or her position on the board or within thirty days after the board calls for an at-large member or members as provided in section 2-3951.02.

(3) The first purchasers of milk, the department, or the board shall submit nominations to the Governor by September 30, in the case of term expiration or new or at-large member, or forty-five days after the member vacates his or her position for all other vacancies. The Governor shall make the appointments within thirty days after receipt of the nominations.

(4) All nominees shall meet the qualifications provided in section 2-3951.

**Source:** Laws 2004, LB 836, § 6; Laws 2013, LB70, § 5.

**2-3952. Repealed. Laws 2004, LB 836, § 8.**

**2-3952.01. Repealed. Laws 2004, LB 836, § 8.**

**2-3953. Repealed. Laws 2004, LB 836, § 8.**

**2-3954. Repealed. Laws 2004, LB 836, § 8.**

**2-3955. Board; meetings; minutes.**

(1) The board shall meet at least once every six months at a time and place fixed by the board. Special meetings may be called by the chairperson and shall be called by the chairperson upon request of at least twenty-five percent of the members of the board. Written notice of the time and place of all meetings shall be mailed in advance to each member of the board. A majority of members of the board shall constitute a quorum for the transaction of business. The affirmative vote of a majority of all members of the board shall be necessary for the adoption of rules and regulations.

(2) The board shall at each regular meeting review all expenditures made since its last regular meeting.

(3) The board shall keep minutes of its meetings and other books and records which shall clearly reflect all of the acts and transactions of the board. Such records shall be open to examination during normal business hours.

**Source: Laws 1992, LB 275, § 8.**

**2-3956. Board; administration; limitation on expenses.**

The board may contract for the necessary office space, furniture, stationery, printing, and personnel services useful or necessary for the administration of the Dairy Industry Development Act. The total administrative costs and expenses of the board shall not exceed five percent of the annual assessments collected in accordance with section 2-3958.

**Source: Laws 1992, LB 275, § 9.**

**2-3957. Board; powers and duties.**

The board shall:

(1) Arrange or contract for administrative and audit services which are necessary for the proper operation of the Dairy Industry Development Act;

(2) Procure and evaluate data and information necessary for the appropriate distribution of funds collected;

- (3) Direct the distribution of funds collected;
- (4) Prepare and approve a yearly budget;
- (5) Adopt and promulgate rules and regulations to carry out the act;
- (6) Establish a means by which all producers are informed annually on board members, policy, expenditures, and programs for the preceding year;
- (7) Authorize the expenditure of funds to conduct activities provided for by the act;
- (8) Bond such persons as necessary to ensure adequate protection of funds;
- (9) Make refunds to other qualified programs in other states and disburse as directed by producers pursuant to subdivision (8)(e) of section 2-3949;
- (10) Require that all books and records which clearly reflect all the transactions of its funded qualified programs be made available for audit by the board;
- (11) Initiate appropriate enforcement of the act and the rules, regulations, and orders promulgated under the act;
- (12) Accept remittances or credits and apply for and accept advances, grants, contributions, and any other forms of assistance from the federal government, the state, or any public or private source for administering the act and execute contracts or agreements in connection therewith;
- (13) When necessary, appoint committees and advisory committees, the membership of which reflects the different funding regions of the United States and of the State of Nebraska in which milk is produced and delegate to such committees the authority reasonably necessary to administer the act under the direction of the board and within the policies determined by the board; and
- (14) Exercise all incidental powers useful or necessary to carry out the act.

**Source:** Laws 1992, LB 275, § 10.

**2-3958. Mandatory assessment; board; duties.**

- (1) There shall be paid to the board a mandatory assessment of ten cents per hundredweight on all milk produced in the State of Nebraska for commercial use.
- (2) The board may audit financial and other records of first purchasers of milk, producers, and their agents pertaining to the assessment provided for in this section and otherwise ensure compliance with the Dairy Industry Development Act.

(3) For purposes of the act, when milk is sold to an out-of-state purchaser, the sale shall be deemed to have occurred in Nebraska if the milk was otherwise produced within Nebraska immediately prior to such sale and such sale is the first purchase of the milk for commercial use.

(4) For purposes of the act, when milk is produced out-of-state but sold to a first purchaser of milk in Nebraska, the assessment provided for in this section may be assessed and retained in Nebraska only if the producer consents.

**Source:** Laws 1992, LB 275, § 11.

#### **2-3959. Assessment; payment; procedures.**

The assessment prescribed in section 2-3958 shall be paid by producers at the time of first sale or delivery of milk for commercial use and shall be collected by the first purchaser of milk except as provided in this section. The first purchaser of milk shall remit the assessment to the board when the first purchaser of milk issues the milk payroll to producers. When milk is sold by producers to nonresident first purchasers of milk, the nonresident first purchaser of milk shall remit the assessments to the board. Producer-processors shall remit the assessments to the board. All assessments shall be remitted to the board not later than the last day of the month following the month in which the milk was commercially used, and a report shall be filed by the person responsible for remitting the assessment at the time that the assessment is remitted. The board shall make proper refunds to producers pursuant to subdivision (8)(e) of section 2-3949 at least quarterly. The board shall promulgate rules and regulations concerning the payment, remittance, refunding, and reporting of assessments. All money collected by the board shall be remitted to the State Treasurer for credit to the Nebraska Dairy Industry Development Fund.

**Source:** Laws 1992, LB 275, § 12.

#### **2-3960. Nebraska Dairy Industry Development Fund; created; use; investment.**

The Nebraska Dairy Industry Development Fund is hereby created. Money in the fund shall be used for the administration of the Dairy Industry Development Act, including advertising and promotion, market research, nutrition and product research and development, and nutrition and educational programs. 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.

**Source:** Laws 1992, LB 275, § 13; Laws 1994, LB 1066, § 7.

#### **Cross References**

- **Nebraska Capital Expansion Act**, see section 72-1269.
- **Nebraska State Funds Investment Act**, see section 72-1260.

**2-3961. Use of funds; limitations.**

The board shall not set up programs or agencies of its own but shall fund active, ongoing, qualified programs as stated in section 114 of the Dairy Production Stabilization Act of 1983, Public Law 98-180, as amended, and the regulations promulgated pursuant thereto. Funds may be used by qualified programs to jointly sponsor projects with any private or public organization to meet the objectives of the Dairy Industry Development Act.

**Source:** Laws 1992, LB 275, § 14.

**2-3962. Board; report; contents.**

The board shall prepare a report on or before October 1 of each year setting forth the income received from the assessments collected in accordance with section 2-3958 for the preceding fiscal year, and the report shall include:

- (1) The expenditure of funds by the board during the year for the administration of the Dairy Industry Development Act;
- (2) A brief description of all contracts requiring the expenditure of funds by the board;
- (3) The action taken by the board on all such contracts;
- (4) An explanation of all programs relating to the discovery, promotion, and development of markets and industries for the utilization of dairy products and the direct expense associated with each program;
- (5) The name and address of each member of the board; and
- (6) A brief description of the rules, regulations, and orders adopted and promulgated by the board.

The board shall submit the report electronically to the Clerk of the Legislature and shall make the report available to the public upon request.

**Source:** Laws 1992, LB 275, § 15; Laws 2013, LB222, § 1.

**2-3963. Violations; penalties; unpaid assessment; late payment fee.**

- (1) Any person violating any of the provisions of the Dairy Industry Development Act shall be guilty of a Class III misdemeanor.
- (2) Any unpaid assessment shall be increased one and one-half percent each month beginning with the day following the date such assessment was due. Any remaining amount due, including any unpaid charges previously made pursuant to this section, shall be increased at the same rate on the corresponding day of each succeeding month until paid.

(3) For purposes of this section, any assessment that was determined at a date later than prescribed by section 2-3959 because of the failure to submit a report to the board when due shall be considered to have been payable on the date it would have been due if the report had been timely filed. The timeliness of a payment to the board shall be based on the applicable postmarked date or the date actually received by the board, whichever is earlier. Any assessments and late payment fees may be recovered by action commenced by the board.

(4) The remedies provided in this section shall be in addition to and not exclusive of other remedies that may be available by law or in equity.

**Source:** Laws 1992, LB 275, § 16.

NEBRASKA ADMINISTRATIVE CODE

TITLE 484, NEBRASKA ADMINISTRATIVE CODE, CHAPTER 1

NEBRASKA DAIRY INDUSTRY DEVELOPMENT BOARD

DAIRY INDUSTRY DEVELOPMENT BOARD REGULATIONS

December, 2015

MAY 16 2016



## NEBRASKA ADMINISTRATIVE CODE

### TITLE 484 – NEBRASKA DAIRY INDUSTRY DEVELOPMENT BOARD

#### CHAPTER 1 - DAIRY INDUSTRY DEVELOPMENT BOARD REGULATIONS

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APPROVED

MAY 16 2016

*Pete Ricketts*  
PETE RICKETTS  
GOVERNOR



APPROVED  
DOUGLAS J. PETERSON  
ATTORNEY GENERAL

APR 25 2016

BY *Emily Rose*  
ASSISTANT ATTORNEY GENERAL

NEBRASKA ADMINISTRATIVE CODE

TITLE 484 - NEBRASKA DAIRY INDUSTRY DEVELOPMENT BOARD

CHAPTER 1 - DAIRY INDUSTRY DEVELOPMENT BOARD REGULATIONS

001 Mandatory Assessments.

001.01 Payment. Payment of mandatory assessments shall be made to the Board as set forth in the Dairy Industry Development Act.

001.02 Remittance. The Board shall accept remittances or credits as set forth in the Act.

001.03 Reporting. The Board may audit records of first purchasers, producers and their agents pursuant to the Act.

002 Refunds.

002.01 Refund Request. Producers desiring the redirection of their mandatory checkoff assessment under Neb. Rev. Stat. §2-3958(1) shall make a refund request to the Nebraska Department of Agriculture, P.O. Box 94947, Lincoln, NE, 68509. Refund requests shall be received within sixty days of the date of assessment. A refund request shall contain the following:

002.01A Proof that an assessment has been deducted by a first purchaser, in the form of a copy of a settlement form or check stub, clearly indicating the nature, purpose and amount of the deducted assessment, and the date deducted.

002.01B A statement indicating whether the checkoff assessment is to be redirected to the National Dairy Board or a qualified program designated by the producer.

002.01C If the producer requests that the checkoff assessment be redirected to a qualified program, proof that such program is a "qualified program" as defined pursuant to Neb. Rev. Stat. §2-3949(8).

TITLE 484  
CHAPTER 1

002.02 If a producer designates a qualified program in a redirection request rather than the National Dairy Board, the Board shall verify whether the producer's designee is a qualified program as set forth under Neb. Rev. Stat. §2-3949(8).

002.03 If the program designated by the producer is a qualified program under Neb. Rev. Stat. §2-3949(8), funding shall be disbursed after a contract is entered into between the Board and the qualified program.

003 Annotation. Neb. Rev. Stat. §§2-3948 to 2-3963.

APPROVED

MAY 16 2016

*Pete Ricketts*  
PETE RICKETTS  
GOVERNOR



APPROVED  
DOUGLAS J. PETERSON  
ATTORNEY GENERAL

APR 25 2016

BY *Emily Rose*  
ASSISTANT ATTORNEY GENERAL

**NEBRASKA DAIRY INDUSTRY DEVELOPMENT  
BOARD**

**Contracts**

NEBRASKA DEPARTMENT OF AGRICULTURE  
FEE COLLECTION PROGRAM

ENFORCEMENT PROCEDURES

FOR COLLECTION OF FEES AS PROVIDED FOR  
IN THE DAIRY INDUSTRY DEVELOPMENT ACT (SECTION 2-3948)

Requirement:

There shall be paid, to the Nebraska Dairy Industry Development Board, a mandatory assessment of ten cents (10¢) per hundredweight (cwt) on all milk produced in the state of Nebraska for commercial use. The assessment shall be paid by producers at the time of first sale or delivery of milk for commercial use and shall be collected by the first purchaser of milk. Producer/processors shall remit the assessments to the Board. The first purchaser shall maintain the necessary record of fees collected for each purchase of milk produced in the state of Nebraska. All assessments shall be remitted to the Board no later than the last day of month following the month in which the milk was commercially used, and a report shall be filed by the person responsible for remitting the assessment at the time the assessment is remitted.

Any request from a producer for a refund under the Program will be honored by forwarding that portion of such refund equal to the amount of credit, that otherwise would be applicable to the Program, to either the National Dairy Promotion and Research Board or a qualified program designated by the producer.

Definitions:

1. First purchaser of milk shall mean a person who buys milk from a producer and resells to another person the milk or products manufactured or processed from the milk.
2. Board shall mean the Nebraska Dairy Industry Development Board.
3. Commercial use shall mean sale for retail consumption or sale for resale, for manufacturing for resale, or for processing for resale.
4. Milk shall mean any class of cow's milk produced in the state of Nebraska.
5. Milk production units shall mean any producer licensed by the Department of Agriculture.
6. Producer shall mean any person engaged in the production of milk for commercial use.
7. Producer/processor shall mean a producer who processes and markets the producer's own milk.
8. Qualified program shall mean any state or regional dairy product promotion, research, or nutrition education program which is certified pursuant to 7 C.F.R. 1150.153.

Confidentiality:

Fee collection records shall be kept in the strictest confidence allowed by Nebraska law. To the extent allowable by law, only agency total data will be released.

Procedure for Determining First Purchaser:

When a party or board member gives a name of an individual or firm to the Nebraska Dairy Industry Development Board which they believe is a first purchaser of milk and not assessing the checkoff, the Fee Collection Program will take the following action:

1. A letter is written to the individual or firm in question advising that the mailing list is being updated and asking whether or not they are a first purchaser.
2. If they respond they are a first purchaser of milk, they will be set up on the mailing list to receive a monthly notification. A copy of the Statute will be mailed out to them.
3. If they respond they are not a first purchaser of milk, the Fee Collection Program will inform the Dairy Industry Development Board of the response.

4. Board action will determine enforcement action and enforcement steps desired to garner compliance. This may include a request for a special audit or request the State Attorney General Office to initiate legal proceedings in accordance with the law.

Procedure for Collecting the Assessment from First Purchasers:

1. Monthly Notification will be sent physically or electronically to those first purchasers on the mailing list.
2. Non-respondents will be sent a delinquent second notice notification with penalty due the first week following the month they were due.
  - If the form is received late (according to the postmark or email date), the firm will receive a letter for payment on the penalty.
  - If, after the due date, we haven't received the fee form, a letter notifying the firm of being delinquent and having the penalty due will be sent.
  - Penalty assessed shall be 1 ½% each month, beginning with the day following the date such assessment was due. Any remaining amount due, including any unpaid charges previously made pursuant to the act, shall be increased at the same rate on the corresponding day of each succeeding month until paid.
3. If no response, a third notice notification will be sent (for the appropriate situation in #2) the first week following the month in which the second notice was sent with the penalty added into the notification for each month delinquent. The notification will be jointly signed by the Chairman of the Board and Fee Collection Program.
4. If, after two weeks, there is no response after the third notice, a call will be made to the firm and a delinquent list will be sent to the Board. Legal enforcement of the Nebraska Dairy Industry Development Board statutory requirements will be the Board's responsibility.
5. Board action will determine enforcement action and enforcement steps desired to garner compliance. This may include a request for a special audit, or utilizing the State Attorney General's Office to initiate legal proceedings in accordance with the law.

Auditing Procedures:

Audit Authority:

Neb. Rev. Stat. §2-3958(2) R.R.S., 1997, states:

The Board may audit financial and other records of first purchasers of milk, producers, and their agents pertaining to the assessment provided for in this section and otherwise ensure compliance with the Dairy Industry Development Act.

#### Audit Scope:

Neb. Rev. Stat. §2-3958(1) R.R.S., 1997, states:

There shall be paid to the Board a mandatory assessment of ten cents (.10) per hundredweight on all milk produced in the State of Nebraska for commercial use.

The auditor will verify reports submitted to the Dairy Industry Development Board by examining records that may include, but are not limited to, the general ledger and its accounts, purchases journals or registers, check registers, producer accounts, and/or any other record or records which pertain to the assessment or compliance with the Act. The auditor will conduct one audit per fiscal year with no first purchaser being selected two years in a row.

A primary contact person will be noted for use in follow up for making future contact, and will be presented with the results of the audit. The standard audit form presented will serve as a notice of refund due in the case an overpayment, or as an invoice in the case of an underpayment. Payments are to be sent to the customary fee collection agency and not collected by the auditor. The audit results, less any proprietary information, will also be presented to the Board at its next regularly scheduled meeting.

The auditor conducts compliance reviews of first purchasers on a random sample basis. The audit covers a one-year review of the monthly forms that are received. Special audits may also be conducted at the specific request of the Board.

An internal review will be done on a semi annual basis to verify accuracy of the Dairy Industry Development Board fee form data. This review will include a comparison to data received from the National Dairy Promotion and Research Board. Total pounds of milk purchased from pooled and non-pooled sources are compared and a reconciliation is done. In addition, the Nebraska Department of Agriculture will verify Grade A milk purchased by an individual entity to data received by the Department of Agriculture Dairy Regulatory Division under the Nebraska Pasteurized Milk Law. A report of all findings will be discussed at each Nebraska Dairy Industry Development Board meeting. The Milk Market Administrator, not the Department of Agriculture, will be able to verify manufactured milk purchases made. These would be incorporated into first purchaser on-site audits conducted under agreement by the Department of Agriculture and the Board.

The Nebraska Dairy Industry Development Board contracts for fee collection, audit, and fiscal services with the Nebraska Department of Agriculture. The Memorandum of Agreement, entered into annually, details services performed by the Department of Agriculture for the Dairy Industry Development Board and the amount and method of reimbursing costs incurred.



**AGREEMENT**  
**between the**  
**NEBRASKA DAIRY INDUSTRY DEVELOPMENT BOARD**  
**and the**  
**NEBRASKA DEPARTMENT OF AGRICULTURE**  
**#18-01-176**

This Agreement is entered into by and between the Nebraska Dairy Industry Development Board, (hereafter "Board,") and the Nebraska Department of Agriculture, (hereafter "Department").

**PURPOSE:** The purpose of this Agreement is that the Board desires the Department to assist the Board in performing fee collection, budget, accounting, and auditing services, and the Department is desirous of providing such assistance.

**AUTHORITY:** This Agreement is being entered into pursuant to the Dairy Industry Development Act, Neb. Rev. Stat. §§ 2-3948 to 2-3963 (hereafter "Act") and Neb. Rev. Stat. §§ 81-201.03 and 81-201.04 authorizing the Department to provide management services.

**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 Department agrees to assist the Board from **July 1, 2024, to June 30, 2025**, by providing the following services on a cost reimbursement basis, but such services shall not exceed nine thousand dollars and no cents (\$9,000.00) in value.
  - a. Fee Collection Services:
    - (1) Distribution of monthly fee forms
    - (2) Processing and return of forms
    - (3) Follow-up on delinquent accounts in accordance with the agreed-upon enforcement procedures, attached as Attachment A and incorporated herein by this reference.
    - (4) Process refunds as requests are made.

- (5) Update enforcement procedures as needed for Board approval.
    - (6) Maintain an updated mailing list of first purchasers.
    - (7) Maintain records in accordance with State record retention schedule.
  - b. Fiscal Services:
    - (1) Prepare and electronically submit Board approved budget.
    - (2) Perform accounting functions to enable the Board to operate as a State agency.
    - (3) Monitor fund investment.
    - (4) Deposit revenue into Nebraska Dairy Industry Development Cash Fund.
    - (5) Prepare revenue and expenditure documents.
    - (6) Review expenditures for compliance with State guidelines.
    - (7) Prepare a monthly summary of revenue and expenditure fiscal report.
    - (8) Maintain records in accordance with State record retention schedule and LB 429 of 2013 related to State contracts.
  - c. Auditing Services:
    - (1) Conduct field auditing of first purchaser accounts as authorized by Board action as set out in Attachment A.
    - (2) Internal auditing of revenue and expenditures for compliance.
  - d. Miscellaneous Services:
    - (1) Keep a Statewide inventory.
  - e. To provide the above services, the Department shall employ the necessary personnel and incur the necessary operating and travel expenditures. Each month a fiscal report shall be provided to the Board detailing the total budget, monthly expenditures, and fiscal year-to-date expenditures incurred, along with an Interagency Billing Transactions Document billing for the prior month's services performed.
2. The Department and the Board agree, that the Department will keep all producer and first purchaser fee collection data and audit

information confidential to the extent possible under the State of Nebraska Public Records Laws, Neb. Rev. Stat. §§ 84-712 to 84-712.09. Due to a limited number of first purchasers and/or processors, it is the Board's desire that records and information generated pursuant to this Agreement not create a proprietary advantage for a first purchaser of milk. The Department shall report total dollars deposited and/or refunded to the Board and the Board's administrative office, but not disclose to Board members, the administrator, or others individual milk first purchaser data. It is agreed the Department shall not be liable nor responsible for an agency or employee of the State of Nebraska not part of, or employed by, the Department or for any other individual not employed by the Department relative to the confidentiality of this paragraph. Any dispute relative to this shall be the responsibility of the Board to seek legal guidance from the State Attorney General.

B. ALLOWABLE COSTS and PAYMENTS

1. The Board shall provide a sum not to exceed nine thousand dollars and no cents (\$9,000.00) under this Agreement on a cost-reimbursement basis. If services in excess of \$9,000.00 are requested by the Board, this Agreement shall be amended in writing, if both parties agree to such amendment;
2. The Department shall bill the Board monthly. Final billing shall be received no later than July 15, 2025;
3. Payment for services under this Agreement is contingent upon the receipt of sufficient funding pursuant to the Act;
4. The Department agrees that funds provided under this Agreement shall be used only for the project and purpose enumerated herein; and
5. Any funds paid to the Department under this Agreement and not fully utilized and earned pursuant to this Agreement during the Agreement period shall be returned to the Board.

C. AGREEMENT PERIOD:

The term of this Agreement is from **July 1, 2024, to June 30, 2025**, unless sooner terminated or completed as provided for in Section D, except that the provisions for the final billing and the final payment shall remain in effect beyond the term of the Agreement.

#### 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 Board shall pay the Department for the cost of services provided up to the date of termination.
2. 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.
3. Relationship of Parties: It is understood by both the Department and the Board that neither is an employee of the other party and that neither party assumes any responsibility beyond those specifically stated in this Agreement.
4. Assignable: This Agreement is not assignable without the express written approval of the Board.
5. 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 or Board regarding this Agreement shall be brought in the State of Nebraska administrative or judicial forums as defined by Nebraska State law.
6. Indemnification: To the extent allowable by Nebraska State Law, the Board and the Department, agree each party is responsible for its own costs, and shall indemnify the other party for such costs, arising from 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, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of its own employees, subcontractors, consultants, representatives, and agents. The obligation to indemnify shall survive the expiration or termination of this Agreement.
7. Authority to Enter Agreement: The Board and the Department warrant that the individual signing this Agreement has the legal power, right, and authority to enter into this Agreement and to bind itself 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 either party fails to perform as specified under this Agreement, the party failing to perform shall pay any additional costs resulting from the failure to perform.

#### E. RECORDS AND WORK PRODUCT PROVISIONS

1. Records Available: The books of account, files, and other records which are applicable to this Agreement shall be made available in the State of Nebraska for inspection, review, copying, and audit by the other party and its representatives to determine the proper application and use of all funds used pursuant to the Agreement. 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 or as long as is required by Nebraska law. If any litigation or audit is begun, or a claim is instituted involving the Agreement, records shall be retained beyond the five (5) year period until litigation, audit findings, or claim has been fully resolved.
2. Auditing Standard: The Board, 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 Department providing recent audit reports to evaluate prior audit experiences and audit findings; Board review of subrecipient control environment; and the Department providing copies of invoices detailing how the funds were expended.

#### F. COMPLIANCE PROVISIONS

1. Nondiscrimination:
  - a. The Department and the Board, and any and all subcontractors, agree to 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. Both parties guarantee compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of this Agreement.

2. ADA Compliance: All provisions under this Agreement are subject to the Americans with Disabilities Act.
3. Worker's Compensation: The Department and the Board, and any and all subcontractors agree to guarantee payment of compensation to injured workers according to the Nebraska Worker's Compensation Act.
4. Drug Free: The Department and the Board, and any and all subcontractors agree to have in force during the Agreement period, and available for inspection, a policy regarding a drug-free workplace. The policy shall contain:
  - a. A statement notifying employees that the unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited in the workplace;
  - b. The specific actions that will be taken against employees for violating the policy; and
  - c. A requirement that each employee receive a copy of the policy.
5. Immigration Verification:
  - a. The Department 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.

- b. If the Department uses a subcontractor who is an individual or sole proprietorship, the Department agrees to require the subcontractor to complete the United States Citizenship Attestation Form available in the DAS website at <http://das.nebraska.gov/materiel/purchasing.html/>. If the subcontractor indicates on such attestation from that he or she is a qualified alien, the subcontractor shall provide to the Department the U.S. Citizenship and Immigration Service documentation required to verify the subcontractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

IN WITNESS WHEREOF, the parties execute this Agreement.

6/12/24  
Date

  
Kent Pulfer, Chairman  
Nebraska Dairy Industry Development Board

6/13/2024  
Date

  
For Sherry Vinton, Director  
Department of Agriculture

AGREEMENT

between

THE NEBRASKA DAIRY INDUSTRY DEVELOPMENT BOARD  
and  
MIDWEST DAIRY ASSOCIATION

This Agreement is made and entered into this 1<sup>st</sup> day of July 2024, by and between Midwest Dairy Association, herein called "Midwest Dairy," and the Nebraska Dairy Industry Development Board, herein called "Board."

WHEREAS, the Legislature of the State of Nebraska has enacted the Dairy Industry Development Act (Neb. Rev. Stat. § 2-3948 *et seq.*), which, by this reference, is hereby incorporated into this Agreement;

WHEREAS, the purpose of the Act is to maintain and expand domestic sales of milk and dairy products, develop new products and new markets, improve methods and practices relating to marketing or processing of milk and dairy products, and inform and educate consumers of sound nutritional principles including the role of dairy products in a balanced and healthful diet;

WHEREAS, Neb. Rev. Stat. § 2-3950 of the Act designates the Board as the agency of the State of Nebraska responsible for carrying out the purposes of the Act;

WHEREAS, Neb. Rev. Stat. § 2-3961 of the Act authorizes the Board to jointly sponsor projects with any private or public organization that is a qualified program (any state or regional dairy product promotion, research, or nutrition education program which is certified pursuant to 7 C.F.R. § 1150.153 as amended) to meet the objectives of the Act;

WHEREAS, the purposes of the Act will be effectively and meaningfully carried out if the Board cooperates with Midwest Dairy in carrying out said purposes; and

WHEREAS, both parties hereto desire to enter into this Agreement in order to carry out the purposes of the Act.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between the parties that:

1. Midwest Dairy hereby certifies that it is a "qualified program" within the meaning of Neb. Rev. Stat. § 2-3949.
2. The term of the Agreement shall be from July 1, 2024, through June 30, 2025.
3. The relationship of the Board and Midwest Dairy under this Agreement shall be that of principal and independent contractor. It is understood by both the Board and Midwest Dairy that Midwest Dairy is not an employee or agent of the Board and it is understood that the Board assumes no responsibility beyond those specifically stated in this Agreement.



4. Midwest Dairy shall provide the following Administrative Services that will include but are not limited to:
- Coordinate meeting notices, records, and agenda with the Nebraska Department of Agriculture.
  - Provide minutes, information reports, and follow-up reports as requested by the Board and required by law.
  - Advance Board-approved expenses to the State for payment in accordance with the requirements of the Nebraska Department of Administrative Services ("DAS") and other applicable laws.
  - Obtain stationery and letterhead for the Board as needed and in accordance with DAS requirements and other applicable laws.
  - Maintain and update the roster of the Board.
  - Correspond with first purchasers with regard to nominations and appointments to the Board and the operative dates.
  - Follow-up with the Governor's office on appointments to the Board.
  - Remind first purchasers if a vacancy exists on the Board.
  - Assist the Nebraska Attorney General's office as needed with relation to Dairy Board contracts.
  - Obtain certified audits and proof of bonding from qualified programs contracted to the Board and forward to the Department of Agriculture to review for compliance.
  - Develop and publish an annual report on or before October 1 of each year, setting forth the income received from the assessments collected in accordance with Neb. Rev. Stat. § 2-3958, for the preceding fiscal year and the report shall include:
    - (1) The expenditure of funds by the Board during the year for the administration of the Dairy Industry Development Act;
    - (2) A brief description of all contracts requiring the expenditure of funds by the Board;
    - (3) The action taken by the Board on all such contracts;
    - (4) An explanation of all programs relating to the discovery, promotion, and development of markets and industries for the utilization of dairy products and the direct expense associated with each program;

- (5) The name and address of each member of the Board; and a brief description of the rules, regulations, and orders adopted and promulgated by the Board.
  - (6) Such report shall be reviewed by the Board Chair prior to filing and shall be available to the public upon request.
5. In consideration of satisfactory and good faith performance of the Administrative Services described in Paragraph 4 by Midwest Dairy, the Board agrees to:
  - 1) Reimburse Midwest Dairy monthly an administrative fee in association with the redirection of checkoff dollars by a producer to a qualified program other than Midwest Dairy. This administrative fee shall be one percent (1.0%) of the revenue collected from producers who choose this redirection option. Payment of the administrative fee by the Board shall be made provided that sufficient funds, as budgeted under Neb. Rev. Stat. § 2-3960, are generated and legislative appropriation is made.
  - 2) The administrative fee shall be used to fund the Administrative Services provided by Midwest Dairy as described in Paragraph 4 of this Agreement.
  - 3) The amount of the administrative fee will be included in the monthly contractual payment of the unexpended fund balance as described in Paragraph 8 of this Agreement.
6. Midwest Dairy shall provide the Board a summary evaluation report within thirty (30) days after the end of the contract period, including a summarization of revenue received and a general categorization by type of expenditure, expenditures made.
7. In addition to the Administrative Services provided under Paragraph 4 above, Midwest Dairy shall provide the following services:

Implementation of the relevant Nebraska components of Dairy Management, Inc.'s national Unified Marketing Plan and Midwest Dairy's Strategic Plan::

Outcomes

1. Total dairy sales outpace U.S. production
2. Consumer attitudes increase across:
  - a. dairy as a source of nourishment
  - b. dairy as environmental solution
3. Customers and influencers assert dairy's role in nutrition & environmental progress

How are Outcomes achieved:

1. Sustainability
2. Innovation
3. Reputation
4. Exports

Midwest Dairy Strategic Plan:

1. Increase Dairy Sales
  2. Grow Trust in Dairy
  3. Advance Dairy Research
  4. Create Dairy Checkoff Advocates
  5. Develop Farm & Community Leaders
  6. Enhance Midwest Dairy Employee Culture
- Dairy Product Research
    - Coordination of Research through National Research Plan/Midwest Dairy Foods Research Center/University of Nebraska
  - Administration necessary to conduct the above programs including accounting tracking and reporting to meet Dairy Management, Inc.'s Unified Marketing Plan requirements.
8. In consideration of satisfactory and good faith performance of the services described in Paragraph 7 by Midwest Dairy, the Board agrees to make monthly contractual payments in an amount equal to the unexpended fund balance of the Nebraska Dairy Industry Development Fund as reflected on the Nebraska Information System ("NIS") on the fifth working day each calendar month after Board, administrative, fee collection, accounting, and auditing expenses are calculated. This dollar amount shall be based upon the State's official NIS accounting system. The Board agrees to make payment provided sufficient funds, as budgeted under Neb. Rev. Stat. § 2-3960, are generated and legislative appropriation is made.
9. Midwest Dairy shall provide a final report within sixty (60) days after the completion of this Agreement. The Final Report shall include a description of activities undertaken a full accounting of all money spent under this agreement, and include materials produced under this Agreement.
- Midwest Dairy shall also prepare and submit a full accounting of all expenditures before each meeting of the Board so that expenditures can be reviewed in accordance with Neb. Rev. Stat. § 2-3955.
10. Midwest Dairy shall provide a copy of its annual report covering Midwest Dairy's prior fiscal year to the Board during the June board meeting.
11. Midwest Dairy shall:
- a. Not discriminate against recipients of services on the basis of race, color, religion, national origin, sex, disability or age; and
  - b. Not discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, sex or any other qualified disability. It is further understood that, if Midwest Dairy is in violation of this clause, it shall be barred forthwith 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.

- c. Have in force during the Agreement period, and available for inspection, a policy regarding a drug-free workplace. The policy shall contain:
  - (1) A statement notifying employees that the unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited in Midwest Dairy's workplace;
  - (2) The actions that will be taken against employees for violating the policy; and
  - (3) The requirement that each employee receive a copy of the policy.
12. Midwest Dairy shall indemnify and hold harmless the Board from any and all claims and liabilities, including costs and legal fees that may arise out of or on account of any failure on the part of Midwest Dairy to perform such duties for the Board as herein specified. This obligation shall survive the expiration or termination of this Agreement.
13. The provisions of this Agreement may be amended by mutual agreement of the parties hereto in writing, at any time.
14. This Agreement may be terminated by either party hereto at any time by ninety (90) day advance written notice to the other party. In the event of an actual or anticipated material breach of this Agreement, the Board may terminate this Agreement immediately. If the Agreement is terminated, Midwest Dairy shall not incur any additional obligations and shall repay unobligated funds in accordance with Paragraph 18, below.
15. This Agreement is not assignable without the express written approval of the Board.
16. Midwest Dairy agrees that the books of account, files, and other records of Midwest Dairy which are applicable to this Agreement shall, at all times, be available for inspection, review, and audit by the Board or its contract representatives to determine the proper application and use of all funds paid to or for the account or benefit of the Board or as otherwise required by the laws of the State of Nebraska.
17. Furthermore, Midwest Dairy agrees to maintain all books, documents, papers, or any other records involving transactions related to this Agreement for a period of five (5) years or as otherwise required by the laws of the State of Nebraska. If any litigation or audit is begun or a claim is instituted involving the Agreement, Midwest Dairy shall retain the records beyond the five (5) year period until litigation, audit findings, or claim has been fully resolved, and the Board has agreed that such records do not need to be retained.
18. Any funds paid to Midwest Dairy under this Agreement, and not fully utilized pursuant to the terms of this Agreement during the Agreement period or prior to termination shall be returned to the Board, unless otherwise agreed in writing by the parties.

Furthermore, if Midwest Dairy fails to perform as outlined herein, Midwest Dairy may be required to repay funds received not utilized under this Agreement.

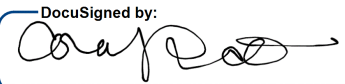
19. The funds expended pursuant to this Agreement shall be spent only on Midwest Dairy's performance pursuant to this Agreement and for no other purpose.
20. Midwest Dairy shall procure a policy or policies of insurance from an insurance company licensed to write such insurance in the state which policy or policies of insurance shall guarantee payment of compensation to injured workers according to the Nebraska Workers Compensation Act if an employee of Midwest Dairy is subject to the Nebraska Workers Compensation Act.
21. All provisions of this Agreement are subject to the Americans with Disabilities Act.
22. Midwest Dairy is required and hereby agrees to 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 electronic 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 the 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 a newly hired employee.
23. This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings regarding this Agreement shall be brought in the State of Nebraska administrative or judicial forums as defined by Nebraska State law.

IN WITNESS WHEREOF, the parties hereto do execute this Agreement.

MIDWEST DAIRY ASSOCIATION  
Federal ID Number, 41-0433125


6/18/2024

Date

DocuSigned by:  
  
574A2C24F399414...  
Corey Scott, CEO

NEBRASKA DAIRY INDUSTRY  
DEVELOPMENT BOARD

6/12/24  
Date

  
Kent Pulfer, Chairman

## AGREEMENT

Between

THE NEBRASKA DAIRY INDUSTRY DEVELOPMENT BOARD

And

SOUTHWEST DAIRY MUSEUM, INC

This Agreement is made and entered into this 1<sup>st</sup> day of July 2024, by and between Southwest Dairy Museum, Inc., herein called "Southwest," and the Nebraska Dairy Industry Development Board, herein called "Board."

WHEREAS, the Legislature of the State of Nebraska has enacted the Dairy Industry Development Act, (Neb. Rev. Stat. § 2-3948, *et seq.*), which, by this reference, is hereby incorporated into this Agreement;

WHEREAS, the purpose of the Act is to maintain and expand domestic sales of milk and dairy products, develop new products and new markets, improve methods and practices relating to marketing or processing of milk and dairy products, and inform and educate consumers of sound nutritional principles including the role of dairy products in a balanced and healthful diet;

WHEREAS, pursuant to Neb. Rev. Stat. § 2-3949(8)(e), the Board has received a request from a producer that his promotion check-off funds be remitted to Southwest;

WHEREAS, Neb. Rev. Stat. § 2-3950 of the Act designates the Board as the agency of the State of Nebraska responsible for carrying out the purposes of the Act;

WHEREAS, Neb. Rev. Stat. §§ 2-3949(8)(e) and 2-3959 of the Act require that the Board transfer the funding of producers who request to have their promotion check-off dollars directed to a Qualified Program certified pursuant to 7 C.F.R. 1150.153;

WHEREAS, the purposes of the Act will be effectively and meaningfully carried out if the Board cooperates with Southwest in carrying out said purposes; and

WHEREAS, both parties hereto desire to enter into this Agreement in order to carry out the purposes of the Act.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto that:

1. The term of the Agreement shall be from July 1, 2024, through June 30, 2025.
2. It is understood by both the Board and Southwest that Southwest is not an employee or agent of the Board, and it is understood that neither the Board nor Southwest assumes any responsibility beyond those specifically stated in this Agreement.
3. Southwest shall provide the following services:
  - a. Promotional and educational services that further the purpose of the Act, which may include, but not necessarily be limited to:
    - i. Mobile Dairy Classroom presentations, primarily in the southern tier of counties in Nebraska.
    - ii. Provided adequate funding is available, and it is mutually agreed by both parties, Mobile Dairy Classroom presentations in other designated areas of Nebraska.
    - iii. Subject to Board approval, other dairy educational and promotional programs in schools, fairs, and community events, provided adequate funding is available
4. Southwest shall submit to the Board documentation that they are a USDA-qualified program within thirty (30) calendar days upon execution of the Agreement.
5. In consideration of satisfactory and good faith performance hereunder by Southwest, the Board agrees to make monthly payments in an amount equal to producer requests to have their promotion check-off dollars directed to Southwest as reflected on the State's official Nebraska Information System (NIS) accounting system on the fifth working day of each calendar month less a 1% administrative fee. The Board agrees to make payment to Southwest provided that the appropriation is authorized by the Legislature, check off dollars were received from the Producer, and that Southwest continues to maintain its status as a Qualified Program.
6. Southwest shall provide a summary evaluation report within thirty (30) days after the end of the contract period, which includes a summary of revenue received and a general categorization by type of expenditure, expenditures made and a summary of all activities undertaken, including all materials produced under this Agreement.

Southwest shall also provide an accounting of all expenditures prior to each regular meeting of the Board to allow for review as required by Neb. Rev. Stat. § 2-3955.


7. Southwest shall:
  - a. Not discriminate against recipients of services on the basis of race, color, religion, national origin, sex, disability or age; and
  - b. Not discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, sex or any other qualified disability. It is further understood that, if Southwest is in violation of this clause, it shall be barred forthwith 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.
  - c. Have in force during the Agreement period, and available for inspection, a policy regarding a drug-free workplace. The policy shall contain:
    - (1) A statement notifying employees that the unlawful manufacture, distribution, possession, or use of a controlled substance is prohibited in Southwest's workplace;
    - (2) The actions that will be taken against employees for violating the policy; and
    - (3) The requirement that each employee receive a copy of the policy.
8. Southwest shall indemnify and hold harmless the Board from any and all claims and liabilities, including costs and legal fees that may arise out of or on account of any failure on the part of Southwest to perform such duties for the Board as herein specified. Southwest's obligation to indemnify the Board shall survive the expiration or termination of this Agreement. Such indemnification and assumption of liability found in this section is limited to the extent provided for by law.
9. The provisions of this Agreement may be amended by mutual agreement to the parties hereto in writing, at any time.
10. This Agreement may be terminated by either party hereto at any time by ninety (90) day advance written notice to the other party. Termination of the Agreement does not extinguish the Board's obligation under Neb. Rev. Stat. §§ 2-3949(8)(e) and 2- 3959 of the Act to transfer the funding of producers who request to have their promotion check-off dollars directed to a Qualified Program certified pursuant to 7 C.F.R. 1150.153.
11. This Agreement is not assignable without the express written approval of the Board.



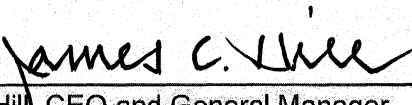
12. Southwest agrees to maintain all books, documents, papers, or any other records involving transactions related to this Agreement for a period of five (5) years or as otherwise required by law. If any litigation or audit is begun or a claim is instituted involving the Agreement, Southwest shall retain the records beyond the five (5) year period until litigation, audit findings, or claim has been fully resolved, and the Board has agreed that such records do not need to be retained.
13. The funds transferred to Southwest under this Agreement shall be utilized only for the purposes as set forth in Paragraph 3 of this Agreement and for no other purpose.
14. Southwest shall procure a policy or policies of insurance from an insurance company licensed to write such insurance in the state which policy or policies of insurance shall guarantee payment of compensation to injured workers according to the Nebraska Workers Compensation Act if an employee of Southwest is subject to the Nebraska Workers Compensation Act.
15. All provisions of this Agreement are subject to the Americans with Disabilities Act.
16. Southwest is required and hereby agrees to 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 electronic 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 the 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 a newly hired employee.
17. 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.
18. This agreement shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the Board regarding this Agreement shall be brought in the State of Nebraska administrative or judicial forums as defined by Nebraska State law.

IN WITNESS WHEREOF, the parties hereto do execute this Agreement.

6/12/24  
Date

  
Kent Pulfer, Chairman  
Nebraska Dairy Industry Development Board

6-14-24  
Date

  
Jim Hill, CEO and General Manager  
Southwest Dairy Museum, Inc.  
Federal ID Number, 75-1899434