RECIPROCAL FISHING LICENSE AGREEMENT

between

KENTUCKY DEPARTMENT OF FISH AND WILDLIFE RESOURCES

and

ILLINOIS DEPARTMENT OF NATURAL RESOURCES

The undersigned find and determine that it is in the best interests of the Kentucky Department of Fish and Wildlife Resources and the Illinois Department of Natural Resources ("Departments") to enter into the following reciprocal agreement concerning fishing privileges on the Ohio River ("Agreement"). The Departments do hereby agree as follows:

- 1. Illinois and Kentucky will recognize the sport & commercial fishing licenses and appropriate permits of the other state on the main stem and from the banks of the Ohio River, excluding embayments and tributaries. Embayments and tributaries, as used in this Agreement, shall be defined as a straight line between opposite points where the tributary or embayment connects with the main body of the Ohio River.
- 2. Illinois Department of Natural Resources is authorized to enter into this Agreement pursuant to the Intergovernmental Cooperations Act, 5 ILCS 22/1 *Et seq.* and The Fish and Aquatic Life Code, 515 ILCS 5/20-60.
- 3. Kentucky Department of Fish and Wildlife Resources is authorized to enter into this Agreement pursuant to KRS 150.170.
- 4. This Agreement does not alter the requirement that Kentucky residents are required to hold a Kentucky resident fishing license when fishing in interjurisdictional waters. Kentucky residents shall hold any applicable Kentucky resident license.
- 5. Neither Party shall be liable for the actions chargeable to the other party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seek to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.
- 6. Each sport fishing licensee shall abide by the laws, rules, and regulations of the state by which they are licensed, except that when fishing from the bank, licensees shall follow the laws, rules, and regulations of the state in which bank is located.
 - 7. Each commercial fishing licensee shall abide by the laws, rules, and regulations of the state in which they are fishing. Illinois commercial fishermen shall abide by Kentucky's restricted areas as established in Kentucky regulation 301 KAR 1:150.
- 8. This Agreement shall not apply to Commercial musseling licenses from Illinois.
- 9. Fish and wildlife law enforcement officials of Illinois and Kentucky, subject to the authority granted by their state of oath, shall have the right to enforce the laws of either state as to any person on the Ohio River pursuant to 20 ILCS 805/805-540 and KRS 150.238.

Did Storn	04/21/2025
Rich Storm, Commissioner Kentucky Department of Fish and Wildlife Resources	Date
Natalo Finnie by Jul Stut	4/14/2025
Natalie Phelps Finnie, Director	Date
Illinois Department of Natural Resources	

upon thirty (30) days written notice to the other party.

10. This Agreement may be cancelled by either the Director of the Illinois Department of Natural Resources or by the Commissioner of the Kentucky Department of Fish and Wildlife Resources