

Kentucky Department of Fish & Wildlife Resources



Special Called Commission Meeting

Live Video Teleconference¹

October 22, 2024

#1 Sportsman's Lane

Frankfort, KY

12:30 P.M. (EST)

AGENDA

Opening

- Call to Order
- Invocation
- Pledge of Allegiance
- Chair's Remarks

Action Items

- Minutes from the August 30, 2024 quarterly meeting
Attachment A-1

Closed Session – Discussion Item

- Approval of Commissioner Storm's Personal Service Contract
Attachment A-2

Action Item

- Approval of Commissioner Storm's Personal Service Contract
Attachment A-2

Information Items

- Review of Kentucky's CWD Response Plan and implementation.

Action Item

- Approval of the creation of a CWD Surveillance Zoon in Meade, Breckinridge, and Hardin Counties

Adjourn

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1. The web link for public viewing of the meeting livestream is [YouTube.com/FishandWildlifeKY](https://www.youtube.com/FishandWildlifeKY). A room for public viewing of the meeting will also be available beginning at 12:15 P.M. (EST) in the administration building at 1 Sportsman's Lane, Frankfort, KY 40601.

Attachment A-1

Kentucky Fish and Wildlife Commission Meeting

ACTION ITEM

DATE: October 22, 2024

Item: Minutes from the August 30, 2024 Quarterly Commission Meeting

Please refer to draft minutes document

Attachment A-2

Kentucky Fish and Wildlife Commission Meeting
ACTION ITEM
DATE: October 22, 2024

Item: Personal Service Contract



Commonwealth of Kentucky CONTRACT

Document Number: PON2 660 2500000811 **Version:** 1

Record Date:

Document Description: KDFWR Commissioner FY26 - FY29

Cited Authority: KRS150.061
KDFWR Commissioner

Reason for Modification:

Issuer Contact:

Name: Amy Akers
Phone: 502-892-4538
E-mail: Amy.Akers@ky.gov

Vendor Name: RICHARD M STORM
PO BOX 215
Carlisle KY 40311

Vendor No.: KY0013281

Vendor Contact
Name: Rich Storm
Phone:
E-mail: RICH.STORM@KY.GOV

Effective From: 2025-07-01 **Effective To:** 2026-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		KDFWR - Commissioner - Payroll FY26	\$0.000000	\$167,740.75	\$167,740.75

Extended Description:

The Contractor will be responsible for the day to day operations of the Kentucky Department of Fish and Wildlife Resources as outlined in Section I. Scope of Contract.

Payment for daily responsibilities will be made in accordance with the stipulations set out in Section IV. Pricing.

The amount of \$155,820.48 (\$167,740.75 with employer FICA) annually, which equals approximately to \$6,989.20 for each semi-monthly pay period (taxes included). The base compensation is not subject to the required salary increases as in the Executive Branch Biennial Budget.

The base pay rate shall be subject to any and all standard applicable taxes and/or withholdings including but not necessarily limited to FICA. The base pay rate shall not be subject to the Kentucky Retirement Systems, contributions, Kentucky Employees Health Insurance Premiums and Life Insurance Premiums.

Shipping Information:	Billing Information:
Kentucky Department of Fish & Wildlife Resources #1 Sportsman's Lane Frankfort KY 40601	Kentucky Department of Fish & Wildlife Resources #1 Sportsman's Lane Frankfort KY 40601

4		0.00000		KDFWR - Commissioner - Health Insurance - FY27	\$0.000000	\$11,000.00	\$11,000.00
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Extended Description:

Payroll Fiscal Year 2027

Contractor Health Insurance Options:

The Contractor has the flexibility to choose from the following health insurance options:

1. Employee Health, Vision, and Dental Insurance:

The Contractor can opt to enroll in the department's employee health insurance plan, which includes coverage for medical, vision, and dental needs.

2. Waiving Insurance:

If the Contractor decides not to enroll in the company's health insurance plan, he/she can waive coverage.

Note: By waiving the insurance, the Contractor will not receive any Health Reimbursement Account (HRA) funding.

Instead, the Contractor will be eligible to receive a health insurance stipend, which will not exceed \$8,400 annually. This stipend will reimburse actual out-of-pocket costs for health insurance premiums.

It shall be the responsibility of the Contractor to ensure that the stipends are used for the specified purpose and failure to do so may result in termination of this stipend.

Shipping Information:				Billing Information:			
Kentucky Department of Fish & Wildlife Resources #1 Sportsman's Lane				Kentucky Department of Fish & Wildlife Resources #1 Sportsman's Lane			
Frankfort		KY	40601	Frankfort		KY	40601

Effective From: 2027-07-01

Effective To: 2028-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
5		0.00000		KDFWR - Commissioner - Payroll FY28	\$0.000000	\$167,740.75	\$167,740.75

Extended Description:

The Contractor will be responsible for the day to day operations of the Kentucky Department of Fish and Wildlife Resources as outlined in Section I. Scope of Contract.

Payment for daily responsibilities will be made in accordance with the stipulations set out in Section IV. Pricing.

The amount of \$155,820.48 (\$167,740.75 with employer FICA) annually, which equals approximately to \$6,989.20 for each semi-monthly pay period (taxes included). The base compensation is not subject to the required salary increases as in the Executive Branch Biennial Budget.

The base pay rate shall be subject to any and all standard applicable taxes and/or withholdings including but not necessarily limited to FICA. The base pay rate shall not be subject to the Kentucky Retirement Systems, contributions, Kentucky Employees Health Insurance Premiums and Life Insurance Premiums.

Shipping Information:				Billing Information:			
Kentucky Department of Fish & Wildlife Resources #1 Sportsman's Lane				Kentucky Department of Fish & Wildlife Resources #1 Sportsman's Lane			
Frankfort		KY	40601	Frankfort		KY	40601

Effective From: 2027-07-01

Effective To: 2028-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
6		0.00000		KDFWR - Commissioner - Health Insurance - FY28	\$0.000000	\$11,000.00	\$11,000.00

Extended Description:

Payroll Fiscal Year 2028

Contractor Health Insurance Options:

The Contractor has the flexibility to choose from the following health insurance options:

1. Employee Health, Vision, and Dental Insurance:
The Contractor can opt to enroll in the department s employee health insurance plan, which includes coverage for medical, vision, and dental needs.
2. Waiving Insurance:
If the Contractor decides not to enroll in the company s health insurance plan, he/she can waive coverage.

Note: By waiving the insurance, the Contractor will not receive any Health Reimbursement Account (HRA) funding.

Instead, the Contractor will be eligible to receive a health insurance stipend, which will not exceed \$8,400 annually. This stipend will reimburse actual out-of-pocket costs for health insurance premiums.

It shall be the responsibility of the Contractor to ensure that the stipends are used for the specified purpose and failure to do so may result in termination of this stipend.

Shipping Information:				Billing Information:			
Kentucky Department of Fish & Wildlife Resources #1Sportsman's Lane				Kentucky Department of Fish & Wildlife Resources #1 Sportsman's Lane			
Frankfort	KY	40601		Frankfort	KY	40601	

Effective From: 2028-07-01 **Effective To:** 2029-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
7		0.00000		KDFWR - Commissioner - Payroll FY29	\$0.000000	\$167,740.75	\$167,740.75

Extended Description:

The Contractor will be responsible for the day to day operations of the Kentucky Department of Fish and Wildlife Resources as outlined in Section I. Scope of Contract.

Payment for daily responsibilities will be made in accordance with the stipulations set out in Section IV. Pricing.

The amount of \$155,820.48 (\$167,740.75 with employer FICA) annually, which equals approximately to \$6,989.20 for each semi-monthly pay period (taxes included). The base compensation is not subject to the required salary increases as in the Executive Branch Biennial Budget.

The base pay rate shall be subject to any and all standard applicable taxes and/or withholdings including but not necessarily limited to FICA. The base pay rate shall not be subject to the Kentucky Retirement Systems, contributions, Kentucky Employees Health Insurance Premiums and Life Insurance Premiums.

Shipping Information:				Billing Information:			
Kentucky Department of Fish & Wildlife Resources #1Sportsman's Lane				Kentucky Department of Fish & Wildlife Resources #1 Sportsman's Lane			
Frankfort	KY	40601		Frankfort	KY	40601	

Effective From: 2028-07-01 **Effective To:** 2029-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
8		0.00000		KDFWR - Commissioner - Health Insurance - FY29	\$0.000000	\$11,000.00	\$11,000.00

Extended Description:

Payroll Fiscal Year 2029

Contractor Health Insurance Options:

The Contractor has the flexibility to choose from the following health insurance options:

1. Employee Health, Vision, and Dental Insurance:

The Contractor can opt to enroll in the department s employee health insurance plan, which includes coverage for medical, vision, and dental needs.

2. Waiving Insurance:

If the Contractor decides not to enroll in the company s health insurance plan, he/she can waive coverage.

Note: By waiving the insurance, the Contractor will not receive any Health Reimbursement Account (HRA) funding.

Instead, the Contractor will be eligible to receive a health insurance stipend, which will not exceed \$8,400 annually. This stipend will reimburse actual out-of-pocket costs for health insurance premiums.

It shall be the responsibility of the Contractor to ensure that the stipends are used for the specified purpose and failure to do so may result in termination of this stipend.

Shipping Information:				Billing Information:			
Kentucky Department of Fish & Wildlife Resources #1 Sportsman's Lane				Kentucky Department of Fish & Wildlife Resources #1 Sportsman's Lane			
Frankfort	KY	40601		Frankfort	KY	40601	

Effective From: 2025-07-01 Effective To: 2026-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
9		0.00000		Annual Accrued Leave Balance prior to 06/30/2025	\$0.000000	\$40,817.05	\$40,817.05

Extended Description:

512 hours accrued annual leave from previous contract. 512 hours less 5 days (37.5 hours) carried forward = 474.50 hours for potential payout if not used in the fiscal year.

Shipping Information:				Billing Information:			
Kentucky Department of Fish & Wildlife Resources #1 Sportsman's Lane				Kentucky Department of Fish & Wildlife Resources #1 Sportsman's Lane			
Frankfort	KY	40601		Frankfort	KY	40601	

Effective From: 2025-07-01 Effective To: 2026-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
10		0.00000		FY26 Accrued Leave Balance	\$0.000000	\$23,225.72	\$23,225.72

Extended Description:

270 hours for potential payout if not used in the fiscal year.

Shipping Information:				Billing Information:			
Kentucky Department of Fish & Wildlife Resources #1 Sportsman's Lane				Kentucky Department of Fish & Wildlife Resources #1 Sportsman's Lane			
Frankfort	KY	40601		Frankfort	KY	40601	

Effective From: 2026-07-01 Effective To: 2027-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
11		0.00000		FY27 Accrued Leave Balance	\$0.000000	\$23,225.72	\$23,225.72

Extended Description:

270 hours for potential payout if not used in the fiscal year.

Shipping Information:				Billing Information:			
Kentucky Department of Fish & Wildlife Resources #1 Sportsman's Lane				Kentucky Department of Fish & Wildlife Resources #1 Sportsman's Lane			
Frankfort		KY	40601	Frankfort		KY	40601

Effective From: 2027-07-01 **Effective To:** 2028-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
12		0.00000		FY28 Accrued Leave Balance	\$0.000000	\$23,225.72	\$23,225.72

Extended Description:

270 hours for potential payout if not used in the fiscal year.

Shipping Information:				Billing Information:			
Kentucky Department of Fish & Wildlife Resources #1 Sportsman's Lane				Kentucky Department of Fish & Wildlife Resources #1 Sportsman's Lane			
Frankfort		KY	40601	Frankfort		KY	40601

Effective From: 2028-07-01 **Effective To:** 2029-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
13		0.00000		FY29 Accrued Leave Balance	\$0.000000	\$26,451.51	\$26,451.51

Extended Description:

307.50 hours remaining annual accrued hours for potential payout if not used in the fiscal year.

Shipping Information:				Billing Information:			
Kentucky Department of Fish & Wildlife Resources #1 Sportsman's Lane				Kentucky Department of Fish & Wildlife Resources #1 Sportsman's Lane			
Frankfort		KY	40601	Frankfort		KY	40601

TOTAL CONTRACT AMOUNT	\$851,908.72
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	Document Phase	Document Description	Page 7
2500000811	Draft	KDFWR Commissioner FY26 - FY29	Total Pages: 17

**Personal Service Contract for Commissioner
of the Kentucky Department of Fish and Wildlife Resources**

BETWEEN

**The Kentucky Department of Fish and Wildlife
Resource/Kentucky Fish & Wildlife Commission**
AND

**Richard M. Storm
Post Office Box 215
Carlisle, Kentucky 40311**

Under KRS 150.021 and KRS 150.061, the Kentucky Fish and Wildlife Resources Commission has the sole authority to appoint a Commissioner to head the Department of Fish and Wildlife Resources and to determine his compensation. The Commission’s authority is not subject to KRS Chapters 18A, 42, 45, 45A, 56, or 64. By this Contract, the Commission exercises its authority to appoint a Commissioner and determine his compensation.

This Personal Service Contract (“Contract”) is entered into, by and between the Commonwealth of Kentucky, Kentucky Department of Fish and Wildlife Resources, Kentucky Fish and Wildlife Commission (“the Commonwealth” and “the First Party”) and Richard Storm (“Contractor” and “the Second Party”), to establish a contract for a position as Commissioner of the Kentucky Department of Fish and Wildlife Resources. This Contract is effective July 1, 2025, and expires on June 30, 2029, unless terminated earlier, as set forth herein. This contract supersedes all prior contracts between the Commonwealth and the Contractor.

The Commonwealth and Contractor agree to the following:

I. Scope of Contract

The Contractor shall serve as the Commissioner for the Kentucky Department of Fish and Wildlife Resources (“KDFWR”). In his capacity as Commissioner, the Contractor shall be responsible for the overall day to day operations of KDFWR as defined by KRS 150.061(4), which states:

The Commissioner shall have general supervision and control of all activities, functions, appointments, and employees of the Department of Fish and Wildlife Resources. He shall enforce all provisions of the laws of the state relating to wild animals, birds, fish and amphibians, and shall exercise all powers necessarily incident thereto not specifically conferred on the commission. The commissioner shall make an annual report of all receipts and disbursements and file same with the Secretary of State of the Commonwealth of Kentucky.

The Contractor will be responsible for ensuring that the daily operations of KDFWR are carried out in compliance with all applicable Federal Regulations and Kentucky Revised Statutes, including, but not necessarily limited to, those identified in KRS 150.021 (2). The Contractor shall also be subject to annual review by the KDFWR Commission and may be recommended by the Commission for reappointment.

The Contractor is expected to contribute to the Commonwealth’s economy by managing and overseeing the day-to-day operations of the properties statutorily entrusted to the KDFWR. This position is responsible for the overall customer experience, administration, management, planning,

	Document Phase	Document Description	Page 8
2500000811	Draft	KDFWR Commissioner FY26 - FY29	Total Pages: 17

coordinating, and directing the development, operation, maintenance, and continued vision of KDFWR.

The Contractor is also expected to manage lease agreements, as determined necessary, and in the best interests of the Commonwealth. Furthermore, the Contractor shall direct and lead the overall strategy, vision, service, and mission of the KDFWR, pursuant to the Kentucky Revised Statutes, Kentucky Administrative Regulations, and applicable Policy and Procedure.

II. Contract Components and Order of Precedence

The Contractor's acceptance of the Commonwealth's offer, indicated by the Department of Fish and Wildlife Commission's recommendation and issuance of a contract in conjunction with KRS 150.061 shall create a valid contract between the Parties.

III. Negotiated Terms

The negotiated terms contained in this PSC are as follows:

- 1) This contract is effective for a four-year period, 7/1/2025 through 6/30/2029.
- 2) Base Salary of \$155,820.48 from 7/1/2025 through 6/30/2029;
- 3) Annual Leave - 36 days per year, which does accrue and up to 5 days shall carry forward from year to year with 5 days carrying forward from the previous contract. Unused accrued annual leave over 5 days, shall not carry forward but shall be paid out annually. Accrued annual leave shall be paid out fully at the end of this personal services contract. Employee shall utilize annual or sick leave when at least 37.5 hours of work or holiday time have not been claimed within a calendar week;
- 4) Sick Leave – 0 days per year, however; previously accrued sick leave will be carried over from the previous contract; Accrued sick leave is not paid out at end of this personal services contract. Employee shall utilize annual or sick leave when at least 37.5 hours of work or holiday time have not been claimed within a calendar week;
- 5) The Contractor shall be eligible to participate in the Kentucky Employee's Health Plan with the same options and benefits as other KDFWR employees, except if Contractor opts out of participation and waives the opt out HRA funding, the KDFWR will reimburse actual out-of-pocket costs for health insurance premiums, not to exceed \$8,400.00 per contract year; and
- 6) Actual and necessary travel and other pre-approved expenses, pursuant to KRS 150.060(2), incurred by the Contractor in the performance of official duties. All travel and expense reimbursement will be processed in accordance with the Finance and Administration Cabinet's Administrative Regulations (KAR 200 2:006 et al) governing such expenditures, and applicable financial policies and procedures.

IV. Pricing

The Contractor shall be paid in the same manner as other KDFWR employees via the Kentucky Human Resources Information System (KHRIS). The Contractor's base compensation shall be \$155,820.48 annually from July 1, 2025 through June 30, 2029, which equals \$6,989.20 for each semi-monthly pay period. This base compensation is NOT subject to the required salary increases as in the Executive Branch Biennial Budget, as passed by the General Assembly and approved by the Governor.

	Document Phase	Document Description	Page 9
2500000811	Draft	KDFWR Commissioner FY26 - FY29	Total Pages: 17

The base pay rate shall be subject to any and all standard applicable taxes and/or withholdings including but not necessarily limited to FICA. The contract commodity lines for base compensation reflect an additional amount of 7.65% Employer FICA in order to be processed correctly by KHRIS payroll system. The base pay rate shall not be subject to the Kentucky Retirement Systems, contributions, Kentucky Employees Health Insurance Premiums and Life Insurance Premiums.

The Contractor has the flexibility to choose from the following health insurance options:

1. Employee Health, Vision, and Dental Insurance:
 - The Contractor can opt to enroll in the department’s employee health insurance plan, which includes coverage for medical, vision, and dental needs.
2. Waiving Insurance:
 - If the Contractor decides not to enroll in the company’s health insurance plan, he/she can waive coverage.
 - Note: By waiving the insurance, the Contractor will not receive any Health Reimbursement Account (HRA) funding.
 - Instead, the Contractor will be eligible to receive a health insurance stipend, which will not exceed \$8,400 annually. This stipend can help cover health-related costs or other personal insurance needs.

It shall be the responsibility of the Contractor to ensure that the stipends are used for the specified purpose and failure to do so may result in termination of this stipend.

All payments issued under this contract shall follow the standard time sheet and/or invoicing requirements applicable to the specific payment.

A cell phone will be provided to the Contractor for official use and he shall have a KDFWR fleet vehicle available for official use. The cell phone and any other electronic devices are state property and must be maintained in accordance with Commonwealth policies and returned as such. Any personal use of a state vehicle, including miles commuting in the fleet vehicle, shall be handled in accordance with applicable IRS guidelines and Commonwealth of Kentucky laws and policies;

Any travel expenses will be processed in accordance with the Finance and Administration Cabinet’s administrative regulations governing such expenditures. The expenses will be reimbursed only if the expense is directly related to the Contractor’s job duties for the Commonwealth of Kentucky, is reasonable in amount, adequately documented, and beneficial to the public. Expenses submitted shall be documented by original receipts or certified copies. For further information see invoice provisions under section V. below.

V. Under KRS 150.061(1), the Commission must “appoint a commissioner of the Department of Fish and Wildlife Resources, who shall be a person with knowledge of and experience in the requirements for the protection, conservation and restoration of the wildlife resources of the state.” In its statutory discretion, the Commission has determined that the Contractor meets these qualifications.

VI. Section “1.00 Effective Date” of the Personal Service Contract Standard Terms and Conditions, below, is stricken and the following provision replaces it:

“1.00 Effective Date:

“This contract is not effective until the contract has been submitted by the Commission to the Legislative Research Commission, Government Contract Review Committee (“LRC”).

	Document Phase	Document Description	Page 10
2500000811	Draft	KDFWR Commissioner FY26 - FY29	Total Pages: 17

VII. Section “2.00 Renewals” of the Personal Service Contract Standard Terms and Conditions, below, is stricken and the following provision replaces it:

“2.00 Renewals:

Per KRS 150.061, Section 2(1), reappointment by the Commission requires a new contract as the defined employment contract term is not to exceed four (4) years.

VIII. To the maximum extent permitted by KRS 150.021 and KRS 150.061, as amended by 2021 House Bill 394, it is the intention of the parties that KRS Chapters 18A, 42, 45, 45A, 56, and 64 do not apply to this personal service contract. This contract represents the Commission's exercise of its sole authority to appoint and compensate a Commissioner under KRS 150.061.

To the extent of any conflict between the Personal Service Contract Standard Terms and Conditions, below, and Sections I through VIII, inclusive, of this contract, Sections I through VIII, inclusive, of this contract shall control and the Standard Terms and Conditions shall not be effective.

	Document Phase	Document Description	Page 11
2500000811	Draft	KDFWR Commissioner FY26 - FY29	Total Pages: 17

**Personal Service Contract Standard Terms and Conditions
Revised August 2024**

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

Whereas, the second party, the Contractor, is available and qualified to perform such function; and

Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date

This contract is not effective until the Commonwealth, through the Commissioner of the Kentucky Department of Fish and Wildlife Resources, or his authorized designee, has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee (“LRC”). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Commissioner of the Kentucky Department of Fish and Wildlife Resources.

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor’s invoice in accordance with KRS 45.453 and KRS 45.454.

2.00 Renewals

Upon expiration of the initial term, the contract may be renewed in accordance with the terms and conditions in the original solicitation. Renewal shall be subject to prior approval from the Commissioner of the Kentucky Department of Fish and Wildlife Resources or his authorized designee and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

3.00 LRC Policies

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage <https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html> and would impact any contract established under KRS 45A.690 et seq., where applicable.

4.00 Choice of Law and Forum

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

5.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

6.00 Cancellation

The Commonwealth shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days’ written notice served on the Contractor by registered or certified mail.

7.00 Funding Out Provision

	Document Phase	Document Description	Page 12
2500000811	Draft	KDFWR Commissioner FY26 - FY29	Total Pages: 17

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

8.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

9.00 Authorized to do Business in Kentucky

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010: to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030:

<https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=40424> **therefore, foreign entities should submit a copy of their certificate with their solicitation response.**

If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010: <https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=44318>, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070: <https://apps.legislature.ky.gov/law/statutes/statute.aspx?id=50474>

Businesses can register with the Secretary of State at: <https://www.sos.ky.gov/bus/business-filings/Pages/default.aspx>

10.00 Invoices for fees

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government. The invoice must conform to the method described in Section V of this contract.

Pursuant to KRS 45A.695, no payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee.

*Invoice form is available on the Legislative Research Commission, Government Contract Review Committee website: <https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>

11.00 Travel expenses, if authorized

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

	Document Phase	Document Description	Page 13
2500000811	Draft	KDFWR Commissioner FY26 - FY29	Total Pages: 17

12.00 Other expenses, if authorized herein

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

13.00 Purchasing and specifications

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of-interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

14.00 Conflict-of-interest laws and principles

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

15.00 Campaign finance

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

16.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

17.00 Protest

Pursuant to KRS 45A.285 as modified by 2022 GA SB217, the Commissioner of the Kentucky Department of Fish and Wildlife Resources, or his designee, shall have authority to determine protests and other controversies of actual or prospective vendors in connection with the solicitation or selection for award of a contract.

Any actual or prospective vendor, who is aggrieved in connection with the solicitation or selection for award of a contract, may file protest with the Commissioner of the Kentucky Department of Fish and Wildlife Resources. A protest or notice of other controversy must be filed promptly and, in any event, within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

	Document Phase	Document Description	Page 14
2500000811	Draft	KDFWR Commissioner FY26 - FY29	Total Pages: 17

Rich Storm, Commissioner

Commonwealth of Kentucky
 Department of Fish and Wildlife Resources
 #1 Sportsman’s Lane
 Frankfort, KY 40621

The Commissioner of the Kentucky Department of Fish and Wildlife Resources shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Commissioner of the Kentucky Department of Fish and Wildlife Resources shall be final and conclusive.

18.00 Social Security

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party’s social security contributions by the state, pursuant to 42 U.S. Code, section 418.

19.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract.

The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

20.00 Discrimination

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or

	Document Phase	Document Description	Page 15
2500000811	Draft	KDFWR Commissioner FY26 - FY29	Total Pages: 17

activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

21.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

The contractor represents that, pursuant to [KRS 45A.485](#), they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

- [KRS Chapter 136](#) (CORPORATION AND UTILITY TAXES)
- [KRS Chapter 139](#) (SALES AND USE TAXES)
- [KRS Chapter 141](#) (INCOME TAXES)
- [KRS Chapter 337](#) (WAGES AND HOURS)
- [KRS Chapter 338](#) (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
- [KRS Chapter 341](#) (UNEMPLOYMENT COMPENSATION)
- [KRS Chapter 342](#) (WORKERS' COMPENSATION)

	Document Phase	Document Description	Page 16
2500000811	Draft	KDFWR Commissioner FY26 - FY29	Total Pages: 17

Boycott Provisions

The contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Lobbying Prohibitions

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in [KRS 11A.236](#) during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to [KRS 45A.328](#), they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

	Document Phase	Document Description	Page 17
2500000811	Draft	KDFWR Commissioner FY26 - FY29	Total Pages: 17

Effect of Deficiency:

If a provision of this Contract or the application thereof to any person or circumstance shall be declared to be invalid or unenforceable to any extent, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

IN WITNESS WHEREOF, for the mutual promises herein, the Parties hereto have executed this Contract as of the day and year indicated above.

Richard M. Storm, Contractor:

Signature

Date

Printed Name

**Kentucky Department of Fish & Wildlife
Resources, Kentucky Fish and Wildlife
Resources Commission:**

Signature

Title

Printed Name

Date

Approved as to form and legality:

Legal Counsel, Kentucky Department of
Fish and Wildlife Resources