

**COMMONWEALTH OF KENTUCKY  
OFFICE OF THE ATTORNEY GENERAL  
OFFICE OF**

**STANDARD CONTRACT  
FOR LITIGATION SUPPORT SERVICES/EXPERT WITNESS  
PURSUANT TO KRS 45A.095**

Name and Address of Individual or Firm:

Dr. Benjamin Zycher

[15310 Sandridge Road, Long Beach, WA 98631]

OAG Contract Number	1917-25
Amendment No.	
Account No.	
Contract Amount	<u>\$5,000.00</u>
Effective Dates	08/29/2024 - 08/28/2025

This contract is made and entered into by and between the OFFICE OF THE ATTORNEY GENERAL, Commonwealth of Kentucky, hereinafter referred to as the OAG or as the First Party, and Dr. Benjamin Zycher, hereinafter referred to as the Contractor or as the Second Party.

WHEREAS, the Agency in the exercise of its lawful duties, has determined the necessity of the performance of the following-described function(s):

In the context of litigation in *Kentucky et al. v. EPA* in the United States Court of Appeals for the District Columbia Circuit, the Commonwealth must establish the effects in Kentucky and co-Petitioner states of the Environmental Protection Agency's 2024 tailpipe emissions standards.

WHEREAS, the 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 is available and would be qualified to perform such function;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

**SERVICES.**

The Second Party (the Contractor) will perform the services as described below:

Prepare and sign an expert declaration detailing the economic costs to the Commonwealth (and other States) stemming from the Environmental Protection Agency's 2024 tailpipe emissions standards.

**CONSIDERATION**

**A. FEE & INVOICING**

As fee for the services set forth in this contract, the Agency agrees to pay the Contractor **\$5,000.00** to be paid in the following manner or on the following terms:

**Upon invoice and approval by agency contact. Invoices must be approved in writing by OAG staff person assigned to review invoices before payment can be made.**

The Contractor's invoice(s) must be signed by the Contractor and shall include not less than the following information:

**Name of contractor, mailing address, SS # or Fed. ID #, and description of services performed.**

The contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by the Agency.

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.

**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).

**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.

EXAMINED AS TO FORM AND  
LEGALITY

Christopher Thacker  
Attorney, Office of the Attorney General

FIRST PARTY: Office of the Attorney General

BY Stacy Woodrum  
Executive Director, Office of Management & Budget

SECOND PARTY: Dr. Benjamin Zycher

BY Benjamin Zycher

TITLE: Self \_\_\_\_\_

DATE August 29, 2024

DATE August 29, 2024