

Return this completed form and all attachments to:
WV Ethics Commission
210 Brooks Street, Ste 300
Charleston, WV 25301
Phone: (304) 558-0664
Or to:
Teri.L.Anderson@wv.gov

Disclosure of Lobbying Contracts by State Agencies, Municipalities, Counties, and School Districts



Beginning on July 1, 2022, pursuant to W. Va. Code § 6B-3-10, every state agency, municipality, county, and school district in West Virginia that contracts for lobbying services shall disclose, and when applicable provide copies of, the information requested below to the West Virginia Ethics Commission. If you have questions about completing this form, please contact the Ethics Commission at (304) 558-0664 or email ethics@wv.gov.

This is a public document that will be made available to the public. Please do not include (or redact) confidential information.

State Agency, Municipality, County, or School District with Lobbying Contract(s)

- ▶ Governmental Agency Submitting Form Fairmont State University
- ▶ Address 1201 Locust Avenue Fairmont, WV 26554
- ▶ Name of Authorized Representative Dr. Dianna Phillips

1. Contract Details

- ▶ Name of party(ies) to the Contract providing Lobbying Services Larry Puccio, LLC
- ▶ Effective Date of Contract and Any Applicable Extension Dates 12-6-2021 through 12-5-2022
- ▶ Duration of Contract One year
- ▶ Payment and Reimbursement Terms of Contract Monthly payment of \$4,000 for an annual amount of \$48,000

2. Copy of Contract for Lobbying Services

- ▶ Copy of Contract for Lobbying Services Attached ☐ Yes ☐ No

3. Costs for Lobbying Services

►List all costs to be paid or reimbursed, or already paid or reimbursed, for lobbying services associated with or related to the contract for lobbying services, **including itemized** expenses such as dinners, meals, or events (attach additional pages if needed).

Contract contains no reimbursement of expenses.

4. Identities of Individuals or Entities

►List the identities of any individuals or entities (if any) engaging in activities pursuant to the contract for lobbying services that may require the individual or entity to register as a lobbyist (per [W. Va. Code § 6B-3-1](#)). (Do not list lobbyists or lobbying firms if they are already disclosed in question no. 1)

Larry Puccio

Angel Moore

On July 1, 2023, and on July 1 of each year thereafter, every state agency, municipality, county, and school district in the state that has contracted for lobbying services in the preceding year shall report to the Ethics Commission. [H. B. 3220 \(2022 Regular Session\)](#)

Fairmont State University

Procurement Office

1201 Locust Avenue

Fairmont, WV 26554-2470

Purchasing Questions: (304) 367-4653

Purchasing Email: procurement@fairmontstate.edu

Billing Questions/Accounts Payable: (304) 367-4108

AP Email: holly.fluharty@fairmontstate.eduFAIRMONT STATE
UNIVERSITY**PURCHASE ORDER**Number: **P0035983**Please show this number on all packages
and documents related to this order.

Date: 12/6/21

Page #: 1

Vendor:

LARRY PUCCIO LLC

PO BOX 327

FAIRMONT WV 26555-0327

Ship To:

Christa Kwiatkowski

Fairmont State University

1201 Locust Avenue

Maintenance-Receiving

Fairmont WV 26554

Bill To:

Fairmont State University

Accounts Payable

1201 Locust Avenue

Fairmont, WV 26554

Phone:

Fax:

Invoices must be itemized showing quantity, unit
price and total.This order is subject to the terms and
conditions as presented on the reverse side
of this document.

Item	Qty.		Item Description	Unit Price	Extended Price
1		EA	<p>Agreement - Consulting Services</p> <p>This agreement constitutes acceptance of contract made by and between Fairmont State University, on behalf of the Governing Board and Larry Puccio LLC</p> <p>for State Government Relations & Consulting Services</p> <p>Services shall begin on: 12-6-21 to 12-5-22</p> <p>All in accordance with the agreement attached hereto and made a part hereof.</p> <p>Schedule of Payment: \$4,000 per month</p> <p>Fee: \$4,000 per month, \$48,000 annual</p> <p>Travel:</p> <p>Other Expenses:</p> <p>Total: \$48,000.00</p>		48,000.00
				DISCOUNT:	.00
				ADDL CHARGES:	.00
				TOTAL TAXES:	.00

PURCHASING AGENT: Monica J. Cochran

TOTAL: 48,000.00

AUTHORIZED SIGNATURE:

FOB: FOB Destination

ATTORNEY GENERAL'S SIGNATURE:
(if required)

Mark For: Christa Kwiatkowski

9000XX-1522XX-H124XX-E054X 48000.00

TERMS AND CONDITIONS

1. **ACCEPTANCE:** Seller shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Seller are objected to and are hereby rejected, unless otherwise provided for in writing by the Buyer and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Governing Board having jurisdiction shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Seller without the Buyer's consent.
4. **BUYER:** For the purposes of these Terms and Conditions, the "Buyer" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Seller.
5. **CANCELLATION:** The Buyer may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
6. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances, if applicable.
7. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Seller shall give prior notification and obtain the approval of the Buyer. Time is of the essence of the Order and it is subject to termination by the Buyer for failure to deliver on time.
8. **DISPUTES:** Disputes arising out of the agreement shall be submitted to the West Virginia Claims Commission.
9. **HOLD HARMLESS:** The Buyer will not agree to hold the Seller or any other party harmless because such agreement is not consistent with state law.
10. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this Order shall be binding unless agreed to in writing by the Buyer.
11. **NON-FUNDING:** All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
12. **ORDER NUMBERS:** Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips invoices and correspondence.
13. **PAYMENTS:** Payments may only be made after the delivery of goods or services.
14. **RENEWAL:** The Contract may be renewed only upon mutual written agreement of the parties.
15. **REJECTION:** All goods or materials purchased herein are subject to approval of the Buyer. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Buyer or returned to the Seller, will be at the Seller's risk and expense.
16. **SELLER:** For the purpose of these Terms and Conditions, the "Seller" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase order from the Buyer.
17. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Buyer.
18. **TAXES:** The State of West Virginia (the Buyer) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
19. **TERMINATION:** In the event of a breach by the Seller of any of the provisions of this contract, the Buyer reserves the right to cancel and terminate this contract forthwith upon giving written notice to the Seller. The Seller shall be liable for damages suffered by the Buyer resulting from the Seller's breach of contract.
20. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchandise and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

Any supplier furnishing items on this purchase order covered by a Material Safety Data Sheet must provide the MSDS citing the purchase order number.

It is the policy of Fairmont State University to administer all University actions and procedures without regard to race, color, age, religion, sex, national origin, disability, veterans status or sexual orientation as identified and defined by law.

The university neither affiliates knowingly with nor grants recognition to any individual, group, or organization, including vendors that discriminate on the basis of any of the above.

Fairmont State University complies with the requirements of the nondiscrimination clauses set out by the Code of Federal Regulations Title 41, Parts 60-1.4(a)(7) (equal opportunity clause), 60-250.4(m) (affirmative action for veterans), and 60-741.4(f) (affirmative action for persons with disabilities).

P0035983



LARRY PUCCIO, LLC

Post Office Box 327
Fairmont, West Virginia 26555

December 6, 2021

Fairmont State University
Attn: Mirta M. Martin, PhD
1201 Locust Avenue
Fairmont, West Virginia, 26554

Re: State Lobbying & Government Relations Services

Ms. Martin:

I am pleased you have engaged Larry Puccio, LLC (the "Company") to provide lobbying and government relations services to Fairmont State University (the "Client"). The following outlines the scope of the work and related procedures covered by this agreement:

A. Scope of Services. The Company shall provide state government relations and consulting services related to the State of West Virginia with Larry Puccio as its primary contact and government relations liaison. Company may use other government relations consultants and administrative staff as may be retained by Company, and in Company's sole discretion, in the fulfillment of the obligations of Company under this agreement. Company will advise Client, at Client's written request, if additional government relations consultant(s) are retained for performance under this agreement. The scope of services shall be determined by the Client, in consultation with the Company, and shall include, but not be limited to, the following:

- a. Review and identify possible state legislation, state legislative hearings in advance of such hearing so that Client may be adequately prepared for such hearing and attend if desired (Company will provide advance notice to the extent possible), state legislative actions, state potential and current regulations, and other state governmental action that may require government relations or consulting services by Company.
- b. Assist in securing state funding as requested by Client and in connection with a stated objective detailed by the Client (e.g., new academic program, facilities upgrade, specified budget need) for the sole benefit of the Client.

Provide updates to Client's President on efforts related to securing funding as deemed appropriate by Company, or as requested by Client.

- c. Upon request and in full consultation with Client, Company will act as a liaison between the Client and legislative bodies, the executive branch, executive departments and agencies, elected and appointed officials and related staff on Client's behalf.
- d. Company shall provide to Client's President a report regarding the status of its work and progress toward Client's written stated goals once monthly or more often as Company deems necessary, or as requested by Client. These reports shall include, but not be limited, to a listing of all work performed, related activities, and legislative activities of state entities relevant to the Client's stated goals as outlined herein and by Client. Client and Company agree that information and related reporting contemplated under this agreement will be shared as soon as reasonably possible when known by one party to the other party.
- e. Company will make best efforts to be available to Client by phone or in person as soon as possible at Client's request.
- f. Company will draft, revise, summarize and/or make presentation either in person, by virtual meeting or by telephone to Client's President on potential state legislation or state legislative or other governmental entity action as requested by Client no less than once prior to the start of the legislative session and once a month (or more frequently if Company deems necessary or as requested by Client) during the term of this agreement. Any communications pursuant to this subsection will be memorialized in writing and available upon request by Client.
- g. Company may perform such other related tasks as Client may request, from time to time, to further its objectives and goals consistent with this agreement assuming such other tasks do not create a conflict of interests with Company's other existing or past clients.

The Company shall promptly, fully and frankly notify the Client's President of any conflict with other Company's clients or current client matters of any type as more fully outlined in Section H (below).

B. Engagement and Disclaimer: The Client acknowledges it has been advised that the Company is not licensed to practice law and is unable to provide representation of the Client in any legal matter. The signing of this agreement by an authorized representative of Client will confirm Client's understanding that the Company is not a law firm and cannot and does not render legal services to those persons that engage the services of the Company. The Company also acknowledges that the Client has not authorized Company or any of its employees, agents, representatives, or associates to provide legal or similar services, or hold themselves out to others as having the authority to provide legal or similar services.

C. Term: The term of this agreement will commence upon execution by the parties hereto (the Commencement Date) and end upon the first to occur of the following: (a) Larry Puccio's death or disability which renders him unable to perform the services covered by this agreement, or (b) one year from the Commencement Date; provided that either party may terminate this Agreement upon thirty (30) days written notice to the other party.

D. Fee: Client agrees to pay the Company for the services noted herein a sum of Forty Eight Thousand Dollars (\$48,000.00) per year. Payments will be made in 12 equal installments of Four Thousand Dollars (\$4,000) unless earlier terminated. Client agrees to provide to Company upon execution of this agreement documentation evidencing Client's tax-exempt status. Company shall provide a written invoice to Client each month in accordance with this Paragraph D during the term of this agreement. Payments shall be due 30 days from Client's receipt of such invoice but in no instance later than 60 days from the date of the invoice. Questions regarding any invoices should be timely directed to Company at the contact information provided herein.

F. Payment terms: Invoices will be consistent with state guidelines.

E. Information: The Company acknowledges that all information in any form provided to it by Client is confidential, utilized only for the benefit and purpose of Client, and the Company shall use reasonable practices to maintain confidentiality as a contractual provision of this agreement. The Company also acknowledges that it shall report any breach of such confidentiality to the Client as soon as actual knowledge of such breach occurs and take such reasonable measures to minimize the breach.

F. Filings: The Company and Client will mutually cooperate to timely file any disclosures, required by the West Virginia Ethics Commission or otherwise required by law. The Company acknowledges its responsibility and obligation to advise the Client of these requirements.

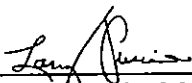
G. Governing law, modification of this Agreement, entire agreement: This agreement is to be interpreted in accordance with the laws of the State of West Virginia. This agreement may not be modified in any way without the express, written agreement of the Client and the Company. This agreement represents the entire agreement of the parties with regard to the subject matter set forth herein, and supersedes all prior agreements regarding such subject matter, regardless of form.

H. Conflict of Interests: The Company hereby affirms that it has no conflict of interest in providing services for the Client under this agreement. Both Client and Company will use best efforts to identify and notify each other of any actual or perceived conflict in providing the services to Client. During the term of this agreement, Company will decline like representation of new clients in the state of West Virginia when that representation would create a conflict with the interests of Client.

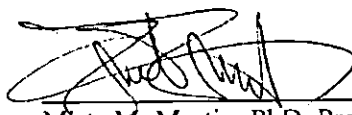
If the terms of this agreement are agreeable to you and consistent with our prior discussion, then please sign and return one to me via e-mail to angel@angelmoore.com.

I look forward to working with you.

Larry Puccio LLC

By: 
Larry Puccio, Manager

Fairmont State University

By: 
Mirta-M. Martin, PhD, President

RECEIVED

By Ethics Commission at 1:37 pm, Sep 28, 2022

Fairmont State University

Procurement Office

1201 Locust Avenue

Fairmont, WV 26554-2470

Purchasing Questions: (304) 367-4653

Purchasing Email: procurement@fairmontstate.edu

Billing Questions/Accounts Payable: (304) 367-4108

AP Email: holly.fluharty@fairmontstate.eduFAIRMONT STATE
UNIVERSITY**PURCHASE ORDER**Number: **P0035983**Please show this number on all packages
and documents related to this order.

Date: 12/6/21

Page #: 1

Vendor:**LARRY PUCCIO LLC**

PO BOX 327

FAIRMONT WV 26555-0327

Ship To:**Christa Kwiatkowski**

Fairmont State University

1201 Locust Avenue

Maintenance-Receiving

Fairmont WV 26554

Bill To:

Fairmont State University

Accounts Payable

1201 Locust Avenue

Fairmont, WV 26554

Phone:

Fax:

Invoices must be itemized showing quantity, unit
price and total.This order is subject to the terms and
conditions as presented on the reverse side
of this document.

Item	Qty.		Item Description	Unit Price	Extended Price
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				DISCOUNT:	.00
				ADDL CHARGES:	.00
				TOTAL TAXES:	.00

PURCHASING AGENT: **Monica J. Cochran****TOTAL:** 48,000.00AUTHORIZED SIGNATURE: 

FOB: FOB Destination

ATTORNEY GENERAL'S SIGNATURE:
(if required)

Mark For: Christa Kwiatkowski

9000XX-1522XX-H124XX-E054X 48000.00

TERMS AND CONDITIONS

1. **ACCEPTANCE:** Seller shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Seller are objected to and are hereby rejected, unless otherwise provided for in writing by the Buyer and approved by the Attorney General.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the Procedural Rules of the Governing Board having jurisdiction shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Seller without the Buyer's consent.
4. **BUYER:** For the purposes of these Terms and Conditions, the "Buyer" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Seller.
5. **CANCELLATION:** The Buyer may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
6. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances, if applicable.
7. **DELIVERY:** For exceptions to the delivery date as specified in the Order, the Seller shall give prior notification and obtain the approval of the Buyer. Time is of the essence of the Order and it is subject to termination by the Buyer for failure to deliver on time.
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15. **REJECTION:** All goods or materials purchased herein are subject to approval of the Buyer. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Buyer or returned to the Seller, will be at the Seller's risk and expense.
16. **SELLER:** For the purpose of these Terms and Conditions, the "Seller" means the vendor whose quotation, bid, proposal or expression of interest has been accepted and has received a lawfully issued Purchase order from the Buyer.
17. **SHIPPING, PACKING, BILLING & PRICING:** Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price increase will be accepted without written authority from the Buyer.
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20. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchandise and fit for the purpose intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

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It is the policy of Fairmont State University to administer all University actions and procedures without regard to race, color, age, religion, sex, national origin, disability, veterans status or sexual orientation as identified and defined by law.

The university neither affiliates knowingly with nor grants recognition to any individual, group, or organization, including vendors that discriminate on the basis of any of the above.

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P0035983



LARRY PUCCIO, LLC

Post Office Box 327
Fairmont, West Virginia 26555

December 6, 2021

Fairmont State University
Attn: Mirta M. Martin, PhD
1201 Locust Avenue
Fairmont, West Virginia, 26554

Re: State Lobbying & Government Relations Services

Ms. Martin:

I am pleased you have engaged Larry Puccio, LLC (the "Company") to provide lobbying and government relations services to Fairmont State University (the "Client"). The following outlines the scope of the work and related procedures covered by this agreement:

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- a. Review and identify possible state legislation, state legislative hearings in advance of such hearing so that Client may be adequately prepared for such hearing and attend if desired (Company will provide advance notice to the extent possible), state legislative actions, state potential and current regulations, and other state governmental action that may require government relations or consulting services by Company.
- b. Assist in securing state funding as requested by Client and in connection with a stated objective detailed by the Client (e.g., new academic program, facilities upgrade, specified budget need) for the sole benefit of the Client.

Provide updates to Client's President on efforts related to securing funding as deemed appropriate by Company, or as requested by Client.

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- e. Company will make best efforts to be available to Client by phone or in person as soon as possible at Client's request.
- f. Company will draft, revise, summarize and/or make presentation either in person, by virtual meeting or by telephone to Client's President on potential state legislation or state legislative or other governmental entity action as requested by Client no less than once prior to the start of the legislative session and once a month (or more frequently if Company deems necessary or as requested by Client) during the term of this agreement. Any communications pursuant to this subsection will be memorialized in writing and available upon request by Client.
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F. Filings: The Company and Client will mutually cooperate to timely file any disclosures, required by the West Virginia Ethics Commission or otherwise required by law. The Company acknowledges its responsibility and obligation to advise the Client of these requirements.

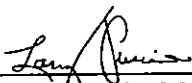
G. Governing law, modification of this Agreement, entire agreement: This agreement is to be interpreted in accordance with the laws of the State of West Virginia. This agreement may not be modified in any way without the express, written agreement of the Client and the Company. This agreement represents the entire agreement of the parties with regard to the subject matter set forth herein, and supersedes all prior agreements regarding such subject matter, regardless of form.

H. Conflict of Interests: The Company hereby affirms that it has no conflict of interest in providing services for the Client under this agreement. Both Client and Company will use best efforts to identify and notify each other of any actual or perceived conflict in providing the services to Client. During the term of this agreement, Company will decline like representation of new clients in the state of West Virginia when that representation would create a conflict with the interests of Client.

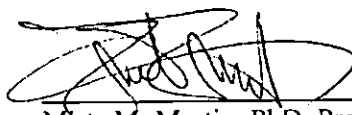
If the terms of this agreement are agreeable to you and consistent with our prior discussion, then please sign and return one to me via e-mail to angel@angelmoore.com.

I look forward to working with you.

Larry Puccio LLC

By: 
Larry Puccio, Manager

Fairmont State University

By: 
Mirta-M. Martin, PhD, President