

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



RECEIVED

By Ethics Commission at 10:36 am, Jul 27, 2022

Beginning on July 1, 2022, pursuant to W.Va. Code § 30-30, 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 Kanawha County Commission
- ▶ Address 409 Virginia Street E Charleston WV 25301
- ▶ Name of Authorized Representative Andrew Gunnoe, Deput County Mng. & County Attorney

1. Contract Details

- ▶ Name of party(ies) to the Contract providing Lobbying Services Civic Point, LLC. William Swann, Attorney and Joseph Ward, Attorney.
- ▶ Effective Date of Contract and Any Applicable Extension Dates October 1, 2021 to December 31, 2022
- ▶ Duration of Contract 15 months
- ▶ Payment and Reimbursement Terms of Contract \$37,500 total fee, payable monthly at \$2,500 per month.

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). You may wait until July 1, 2023, to file the itemized expenses that are incurred from July 1, 2022, through July 1, 2023.

The contract fee referenced above of \$37,500 is the only cost and expense.

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.)

See No. 1 above

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 \(2022 Regular Session\)](#)

At a Regular Session of the County Commission of Kanawha County, West Virginia, held at the Courthouse thereof, on the 4th day of November, 2021, the following order was made and entered:

SUBJECT: Order authorizing the President of the Kanawha County Commission to sign the legislative consulting engagement letter with CivicPoint, LLC

The following motion was offered by Ben Salango, Commissioner:

The County Commission of Kanawha County, West Virginia hereby grants authorization for the President to sign the legislative consulting engagement letter with CivicPoint, LLC (copy attached).

The adoption of the foregoing motion having been moved by:

Ben Salango

, Commissioner, and duly seconded by

Lance Wheeler

, Commissioner, the vote thereon was as follows:

W. Kent Carper, President

AYE

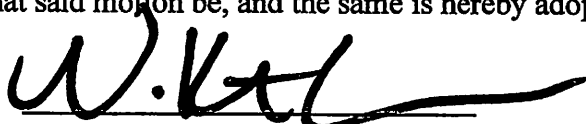
Ben Salango, Commissioner

AYE


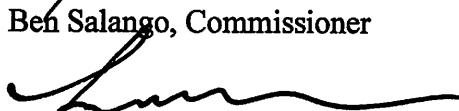
Lance Wheeler, Commissioner

AYE

WHEREUPON, W. Kent Carper, President declared said motion duly adopted; and it is therefore **ADJUDGED** and **ORDERED** that said motion be, and the same is hereby adopted.



W. Kent Carper, President


Ben Salango, Commissioner
Lance Wheeler, Commissioner

Approved by: 

Marc Slotnick, County Attorney

CivicPoint

a subsidiary of Frost Brown Todd LLC

William M. Swann

Senior Associate

304.348.2414 (t)

304.345.0115 (f)

October 26, 2021

Ms. Jennifer Herrald
County Manager
Kanawha County Commission
409 Virginia Street, E. #230
Charleston, WV 25301

Dear Ms. Herrald:

We are pleased that you have asked CivicPoint, LLC, ("CivicPoint") to serve as your consultant in this matter. This letter will confirm our communications with you regarding your engagement of CivicPoint and will describe the basis upon which CivicPoint will provide consulting services to you. Accordingly, we submit for your approval the following provisions governing our engagement. If you agree, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, do not hesitate to call. Again, we are pleased to have the opportunity to serve you.

Client; Scope of Engagement. Our client in this matter will be the Kanawha County Commission ("you" or the "Client"). We will be engaged to provide consulting services in connection with general government relations, legislative tracking, and legislative lobbying (the "Project"). Specifically, our services will include representing the Client to the Governor's office, state agencies, the Attorney General's office, and the state legislature. In addition, Joe Ward will be involved in this matter and offer his expertise and advice as needed. You have not retained CivicPoint to provide legal services. The engagement will begin on October 1, 2021 and continue through December 31, 2022.

You may limit or expand the scope of our engagement from time to time, provided that any substantial expansion must be agreed to by us. While we would be interested in assisting you in other matters, unless we are specifically engaged for some other future matter this will confirm that our engagement is limited to the foregoing matter and will end when it is concluded.

Fees. Our billing practice for consulting and government relations matters is to charge a flat project fee, payable monthly. Our project fees are based upon our expertise, experience and standing within the government relations and legal communities. Our fees further account for our development and maintenance of relationships with key officials, many of which are years in the making, in pursuit of the Client's goals. For this matter, our project fee is \$37,500 payable in monthly installments of \$2,500.00 for the duration of the contract. Our rates are reviewed

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periodically and may be increased from time to time. It may be necessary to add or change consultants working on your behalf.

Lobbying and Disclosure. You acknowledge that you are retaining CivicPoint, in part, to provide services that may qualify as lobbying activities under applicable law. You and CivicPoint each agree to cooperate with, and to provide all necessary assistance to the other in order that both parties can comply with all applicable registration and disclosure obligations.

Limits of Engagement. Although CivicPoint is a subsidiary of Frost Brown Todd LLC, a law firm, you are aware that the consulting services for which you have engaged CivicPoint are not legal services. CivicPoint will not have an attorney-client relationship with you, and you understand that the protections of an attorney-client relationship will not exist in our engagement with you. This means that the attorney-client privilege does not apply to communications between CivicPoint and its clients. While CivicPoint intends to keep its clients' information and communications confidential, it is possible that CivicPoint personnel could be forced to disclose confidential communications in legal proceedings. If you request or require assistance with any legal matters, you must separately engage legal counsel to provide such assistance.

For Clients Who Are Considering Legal Services. Any CivicPoint client that has an additional need for legal services of the type provided by Frost Brown Todd is free to retain any law firm or lawyer of its choosing for legal work, whether or not that legal work is related to the work for which the client is engaging CivicPoint. While Frost Brown Todd would be happy to assist the client with its legal work on related or unrelated matters, the client is not obligated to retain Frost Brown Todd in order to retain CivicPoint. Similarly, for future matters of this type, the client would not be obligated to retain CivicPoint in order to retain Frost Brown Todd.

Consent to Future Conflicts. You are aware that CivicPoint represents many other companies and individuals. Some may be direct competitors of yours or otherwise may have business or other interests that are contrary to your interests. It is therefore possible that during the time we are working for you, an existing or future client may seek our assistance in connection with another matter in which such a client's interests are, or potentially may become, adverse to your interests. This can create situations where work for one client on a matter might preclude us from assisting other clients on unrelated matters.

To avoid the potential for this kind of restriction on our business, we ask you to agree, and you hereby do agree, that CivicPoint may continue to represent, or may undertake in the future to represent, any existing or future client in any matter, even if the interests of that client in the other matter are directly adverse to the interests of Kanawha County Commission, as long as that other matter is not substantially related to this or our firm's other engagements on behalf of Kanawha County Commission. Thus, if our representation of another client in a matter is directly adverse to you, our consultants who have had significant involvement in our work for you will not work on the matter for such other client, and appropriate measures will be taken to assure that proprietary or other confidential information of a non-public nature concerning you which we acquire as a result of representing you will not be made available to others in our firm involved in such matter. You are hereby advised, and have had the opportunity, to consult with counsel about this prospective waiver.

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Specifically, Frost Brown Todd represents CVS Health in connection with its defense in an opioid litigation matter in which the Kanawha County Commission is a plaintiff ("Opioid Matter"). Given the nature of the proposed engagement for the Kanawha County Commission, we have concluded that our representation of the Kanawha County Commission would not affect our representation of CVS Health in the Opioid Matter or other unrelated matters, nor will CVS Health's interests be in any way prejudiced by our representation. Although CivicPoint is a subsidiary of Frost Brown Todd LLC, the work for which Kanawha County Commission has engaged CivicPoint does not constitute legal services. As previously stated, CivicPoint will not have an attorney-client relationship with the Kanawha County Commission. Further, the Project is not related to, does not arise out of, and will not result in a litigated matter between CVS Health and the Kanawha County Commission, and the matter involves an area of practice in which FBT does not represent and has not represented CVS Health. Frost Brown Todd confirms that it has not learned anything through its course of representing CVS Health that is substantially related to the subject of the representation of the Kanawha County Commission.

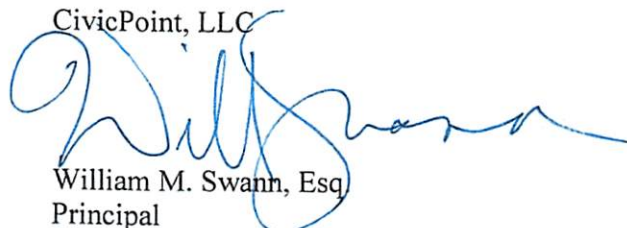
CVS Health has requested, and we have agreed, that our representation of the Kanawha County Commission would not involve the representation of the Kanawha County Commission in any litigation or any other legal proceeding against CVS Health. Further, no information concerning CVS Health known to Frost Brown Todd due to its past and current representation of CVS Health will be shared with the Kanawha County Commission. Frost Brown Todd also will establish an "ethical wall" to prevent any communication or document disclosure by attorneys working on the Project or by other attorneys in Frost Brown Todd who have confidential information about CVS Health that would be compromised by such disclosure.

Additional Standard Terms. Our engagement is also subject to the policies included in the enclosed memorandum.

We appreciate the opportunity to represent you. Please return a signed copy of this letter to me to confirm that these terms of our engagement are acceptable to you. Our representation of you will commence upon your acceptance of the terms of our engagement. However, please note that your instructing us or continuing to instruct us on this matter will constitute your full acceptance of the terms set out above and attached.

We look forward very much to working with you on this matter.

Sincerely,

CivicPoint, LLC

William M. Swann, Esq.
Principal

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Enclosure


The foregoing is understood and accepted:

Kanawha County Commission

By: _____

Print Name: _____

Print Title: _____


W. Kent Carper
President

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CIVICPOINT LLC

ADDITIONAL TERMS AND CONDITIONS OF CLIENT ENGAGEMENTS

1. **Expenses.** Expenses we incur on the engagement are charged to the Client's account. Expenses include such items as charges for computerized research services, long distance telephone, travel expenses, messenger service charges, overnight mail or delivery charges, extraordinary administrative support, filing fees, and other expenses we incur on your behalf. Our charges for these services reflect our actual out-of-pocket costs based on usage, and in some areas may also include our related administrative expenses.
2. **Monthly Statements.** Unless a different billing period is agreed upon with the Client, CivicPoint will render monthly statements indicating the current status of the account as to both fees and expenses. The statements shall be payable upon receipt. If statements are not paid in full within 30 days, we reserve the right to add a late charge of 1% per month of the amount due. If it becomes necessary for CivicPoint to file suit or to engage a collection agency for the collection of fees or expenses, the Client shall pay all related costs and expenses, including reasonable attorneys' fees.
3. **Advance Payments.** Any advance payment to be paid by the Client will normally be less than CivicPoint's ultimate fees and expenses. Such a payment or series of payments is not intended as a limitation upon CivicPoint's fees and expenses. CivicPoint may apply the advance payment toward any unpaid fees and expenses, in which event the Client shall make an additional deposit to restore the advance payment to its original level. Additional advance payments must be made within fifteen days of the date the request is made. Any unexpended balance of advance payments will be refunded to the Client, without interest, at the end of this engagement.
4. **Termination.** The Client has the right to terminate our representation at any time by notifying us of its intention to do so in writing. We will have the same right, and will endeavor to give the Client reasonable notice. If either party should elect to terminate our relationship, our fees and expenses incurred up to that point still will be due to us. Upon payment to us of any balance due for fees and expenses, we will return to the Client, or to whomever the Client directs, any property or papers of the Client in our possession.
5. **Withdrawal.** We may withdraw from our representation of the Client in the event of, for example: nonpayment of our fees and expenses; misrepresentation or failure to disclose material facts concerning the engagement; action taken by the Client contrary to our advice; and in situations involving a conflict of interest with another client. If such a situation occurs, which we do not expect, we will promptly give the Client written notice of our intention to withdraw.
6. **Retention and Disposition of Documents.** At the Client's request, its documents and property will be returned to the Client upon conclusion of our representation in the matter described above, although we reserve the right to retain copies of any such documents as we deem appropriate. Our own files pertaining to the matter will be retained by us. Our files include, for example, our administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records. All documents and property, including those belonging to the Client, that we retain will be transferred to the person responsible for administering our records

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retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us *within a reasonable time after the termination of the engagement* without further notice to the Client.

7. Authorization. By the Client's agreement to these terms of our representation, the Client authorizes us to take any and all action we deem advisable on the Client's behalf on this matter. We will, whenever possible, discuss with the Client in advance any significant actions we intend to take.