

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](mailto: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 Wood County Commission  
► Address 1 Court Square, Parkersburg, WV 26101  
► Name of Authorized Representative President David Blair Couch

Received

JUN 27 2023

### 1. Contract Details

WV Ethics Commission

- Name of party(ies) to the Contract providing Lobbying Services Bowles Rice, LLP  
► Effective Date of Contract and Any Applicable Extension Dates June 24, 2022  
► Duration of Contract One year  
► Payment and Reimbursement Terms of Contract \$20,000/year

### 2. Copy of Contract for Lobbying Services

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

# Bowles Rice

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## **Billing Procedures**

Our statements will be prepared and sent during the month following the month in which the service is rendered and costs advanced were incurred. Payment of our statements and expense charges is due upon receipt of the statement and payable within 30 days.

## **Termination of Representation**

The client maintains the right to terminate the firm's representation at any time. We ask that any such notice be given in writing. The firm will retain possession of all files and records until such time as a final payment for fees and expenses to date of the written notice is received. Copies of files and records will be made available to the client at a reasonable cost for photocopying.

The firm also reserves the right to terminate the representation of the client when, in the firm's judgment, it is in the firm's best interest to do so. An example of a reason for the firm to terminate its representation would be for failure of the client to promptly pay invoices for services rendered by the firm.

**We reserve the right to copy relevant portions of your file at a cost to you of \$0.25 per page if our representation is terminated at your request or because of non-payment of our fees or costs. The original file will then be returned to you in a timely fashion.**

### 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.

None

### 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.)

Richard R. Heath, Jr.

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 \(2022 Regular Session\)](#)

# Bowles Rice

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Southpointe Town Center  
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Canonsburg, PA 15317

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Winchester, VA 22601

bowlesrice.com

June 24, 2022

Wood County Commission  
Attn: David Blair Couch, President  
1 Court Square, Suite 205  
Parkersburg, WV 26101

Received

JUN 27 2023

WV Ethics Commission

Re: Engagement Letter for Government Relations Services

Dear Commissioner Couch:

Following up on our previous conversations, I am writing to confirm agreement on behalf of my firm to continue acting as counsel for the Wood County Commission (the "Commission") with respect to its government relations needs for the 2022-2023 legislative cycle. We will do our utmost to effectively and ethically represent you on this project and in all matters that you may refer to us from time to time.

**Scope of Representation.** We have agreed to represent you in connection with your stated interest in passing legislation allowing counties the opportunity to adopt a 1% sales tax during the 2023 Legislative Session. As part of our representation, we will provide the Commission with weekly progress updates during the 2023 Legislative Session, as well as regular legislative updates outside of session. We shall not be responsible for legal matters separate from this matter for which our services or advice have not been specifically requested by you and confirmed by the firm in writing.

**Staffing and Fee Arrangement.** I will be your primary contact on this matter. For the matter at hand, we have agreed to perform the requested services on a fixed fee retainer totaling \$20,000 for the duration of the fiscal year. As part of this engagement, the Commission shall not be liable for any additional expenses incurred by our firm unless such expenses are reasonable, project-related and approved in advance by the Commission.

An explanation of this firm's billing practices is enclosed with this letter. To summarize, charges for performing the legal services will be reported to you in an itemized fashion once a month. This will enable you to monitor our charges on a monthly basis. Of course, you may contact me at any time to obtain a status report of your account.

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## BILLING PRACTICES

The firm's schedule of hourly billing rates for attorneys and other professionals is based on years of experience, specialization in training and practice, and level of professional attainment. The 2022 hourly billing rate range is as follows:

Partners	\$255.00 to \$485.00 per hour
Associates	\$180.00 to \$360.00 per hour
Special Counsel	\$210.00 to \$435.00 per hour
Legal Assistants	\$100.00 to \$220.00 per hour

These hourly rates are subject to annual review and adjustment on January 1 of each calendar year.

The firm's hourly rates have been adopted primarily for our benefit for assistance in preparing fair statements for services rendered. They are not intended to be applied as a flat rate, without other considerations, for services performed by a given attorney. While the hourly rate is important in determining a bill, it is used as a guide against which other matters are taken into consideration in the preparation of statements for services rendered. These items include such items as the complexity of the matter, the overall importance and value of the matter, the special efforts or abilities which might have been required in connection with it, the results obtained and other considerations which may be pertinent to that piece of work. Undoubtedly, some matters justify a fee in excess of the number of hours spent thereon multiplied by the respective hourly rate, and others justify a fee somewhat less than the one determined by such calculation. When a statement is rendered, we have determined that it is a reasonable fee for the services rendered.

## Expenses

There are three categories of expense which the firm will bill in addition to its fee.

1. Out-of-pocket expenses such as travel, meals, filing fees, and other similar expenses.
2. Extraordinary expenses such as deposition costs, printing costs, expert witness fees, reports, and other similar expenses, which will be billed directly to the client.
3. Administrative expenses for photocopies, postage, computerized research services and messenger services are billed directly to the client.

In some cases we may incur a large expense on your behalf which necessitates billing that expense when incurred. We will consult with you and obtain your permission before obligating you for such an expense.

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**Client Responsibilities.** You will be responsible for providing us with complete and accurate information as to all matters as to which you seek our advice, counsel, and services.

**Conflict of Interest Issues.** As of this writing, our internal conflict review process has revealed no potential conflict of interest issues posed by our representation of you in this matter.

Recurring potential conflict problems have caused us to adopt the following conflicts policy for those clients whom we represent only occasionally or in a limited area of work. We will seek your consent prior to our representation of other clients in other matters whose interests may conflict with your interests so long as we, in our employment by you, do not become privy to confidential information which would be relevant in our representation of another client with adverse interests. By signing below, you evidence your agreement with and acceptance of our conflicts policy and the conditions set forth herein.

If at any time you decide that we should suspend activity on your behalf in this or any other matter, please notify me as soon as possible.

**File Retention Policy.** Our general policy is to retain client files for a minimum of five years following the conclusion of our representation in any matter. If you want any materials in our files that belong to you to be returned after the completion of our work, please contact us within that five-year period or all such materials may be destroyed.

Please review this letter and the enclosure as soon as possible. If the terms of the letter and the enclosure meet with your approval, please sign a copy of this letter and return it to me. By engaging us to perform legal services for the Commission, you agree to the billing practices and staffing arrangement outlined herein and in the enclosed billing practices statement, and to make timely payment of our statements.

I am very excited to work with you on this matter. Thank you for this opportunity. I look forward to working with you and others on this project, and to helping you achieve your goals and objectives.

Sincerely,  
Bowles Rice LLP

  
Richard R. Heath Jr.

Enclosure

Agreed to and Accepted by:

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

