

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

**RECEIVED**

WV Ethics Commission 2:47 pm Aug 09 2024

## 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 Marshall University
- ▶ Address 1 John Marshall Drive
- ▶ Name of Authorized Representative John H. Maher, Ph.D.

### 1. Contract Details

- ▶ Name of party(ies) to the Contract providing Lobbying Services Bowles Rice, LLP
- ▶ Effective Date of Contract and Any Applicable Extension Dates January 2, 2024
- ▶ Duration of Contract One year
- ▶ Payment and Reimbursement Terms of Contract \$75,000/year

### 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.

Sponsorship of Legislative Interims Luncheon (May 8, 2023) - \$1,607.40

Lunch for House Rules Committee (August 6, 2023) - \$115.00 Catering of WV Women's Caucus Luncheon (January 30, 2023) - \$409.14

Sponsorship of Women of the Legislature Reception (January 29, 2024) - \$26.66

### 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.

Greg Thomas

Mark Blankenship

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

Attorneys at Law

600 Quarrier Street, Charleston, WV 25301  
304.347.1100

**Richard R. Heath Jr.**  
rheath@bowlesrice.com  
T 304.347.1136  
F 304.343.3058

**RECEIVED**

*By WV Ethics Commission at 2:43 pm, Aug 09, 2024*

401 South Queen Street  
Martinsburg, WV 25401

125 Granville Square, Suite 400  
Morgantown, WV 26501

501 Avery Street  
Parkersburg, WV 26101

1217 Chapline Street  
Wheeling, WV 26003

Southpointe Town Center  
1800 Main Street, Suite 200  
Canonsburg, PA 15317

480 West Jubal Early Drive, Suite 130  
Winchester, VA 22601

**bowlesrice.com**

January 2, 2024

John M. Maher, Ph.D.  
Vice President for Research  
Marshall University Research Corporation  
1 John Marshall Drive  
Huntington, WV 25755-2020

**VIA EMAIL**

Re: Engagement Letter – Government Relations Services

Dear Dr. Maher:

I am writing to confirm agreement on behalf of my firm to act as counsel to the Marshall University Research Corporation (“Marshall”) with respect to its lobbying and government relations needs. We are very pleased Marshall has decided to retain Bowles Rice LLP to provide these services. 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.** Specifically, we have agreed to represent Marshall in connection with its stated need for government relations assistance with respect to the 2024 Regular Legislative Session and for the 2024 calendar year. As discussed, Marshall’s government relations needs would include, but not be limited to, the following:

- Assistance with funding measures impacting Marshall and its various research programs;
- Bill drafting and lobbying services relating to tax incentives for sponsorship opportunities and cooperative learning programs;
- General legislative monitoring and regular reporting; outreach efforts; including reviewing and assessing proposed legislation; and,
- Any such other legislative items of interest impacting Marshall.

We shall not be responsible for legal matters separate and apart from the scope of work provided for herein for which our services or advice have not been specifically requested by you and confirmed by the firm in writing. We would be glad to perform such other legal services as you may request under our standard hourly rates or under a fixed fee or other alternative fee arrangement that may be agreed upon.

# Bowles Rice

Marshall University Research Corporation

January 2, 2024

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**Staffing and Fee Arrangement.** I will be your primary contacts on this matter. We may well involve other lawyers and staff on this project, including additional outside government relations representatives, as appropriate, necessary or desirable in connection with the efficient and effective execution of the project. Any and all such work will be included in the fee for services outlined below.

Our services, as proposed and agreed upon, will be performed on a monthly fixed fee retainer of \$6,250, for an annual total retainer of \$75,000. Marshall shall not be liable for any additional expenses incurred by our firm unless such expenses are reasonable, project-related and approved in advance in writing by Marshall.

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

**Client Responsibilities.** Marshall 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 Marshall 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, Marshall evidences its 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 Marshall's 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 to Marshall 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 Marshall, 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.

# Bowles Rice

Marshall University Research Corporation

January 2, 2024

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We are very excited about this project. Thank you for this opportunity. We look forward to working with you and others at Marshall University Research Corporation on this project, and to helping you achieve your goals and objectives.

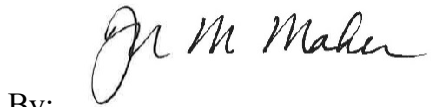
Respectfully yours,  
Bowles Rice LLP

A handwritten signature in blue ink, appearing to read "R. Heath, Jr.", with a long horizontal flourish extending to the right.

Richard R. Heath, Jr.

Enclosure

Agreed to and Accepted by:

A handwritten signature in black ink, appearing to read "J. M. Maher", written in a cursive style.

By: \_\_\_\_\_  
Marshall University Research Corporation  
Its: Executive Director

Date:

# Bowles Rice

Marshall University Research Corporation

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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 2024 hourly billing rate range is as follows:

Partners	\$250.00 to \$495.00 per hour
Associates	\$190.00 to \$400.00 per hour
Special Counsel	\$200.00 to \$475.00 per hour
Legal Assistants	\$100.00 to \$250.00 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.

# Bowles Rice

Marshall University Research Corporation

January 2, 2024

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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.**