

**RECEIVED**

By WV Ethics Commission at 2:50 pm, Jul 08, 2024

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:  
rachel.y.carpenter@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 West Virginia University
- ▶ Address 104 Stewart Hall, 1500 University Avenue, Morgantown, WV 26506-6205
- ▶ Name of Authorized Representative Travis Mollohan, Associate VP for Government Relations

### 1. Contract Details

- ▶ Name of party(ies) to the Contract providing Lobbying Services Danielle Waltz (Dinsmore & Shohl)
- ▶ Effective Date of Contract and Any Applicable Extension Dates \_\_\_\_\_
- ▶ Duration of Contract Month to Month
- ▶ Payment and Reimbursement Terms of Contract \$5000 per month for legal and government relations assistance. Reimbursement for expenses related to work representing WVU.

### 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.

---

---

---

---

### 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.)

---

---

---

---

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 \(2022 Regular Session\)](#)

**RECEIVED**

*By WV Ethics Commission at 2:50 pm, Jul 08, 2024*

**SECOND AMENDMENT**  
**to the**  
**OUTSIDE COUNSEL AGREEMENT**  
**Between**  
**WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS**  
**on behalf of**  
**WEST VIRGINIA UNIVERSITY**  
**and**  
**DINSMORE & SHOHL LLP**

This **SECOND** (“Amendment”), is made and entered into this 31st day of August 2023 (“Effective Date”), by and between WEST VIRGINIA UNIVERSITY BOARD OF GOVERNORS on behalf of WEST VIRGINIA UNIVERSITY (“University”), and Dinsmore & Shohl LLP (“Firm”) (collectively, the “Parties”)

**WHEREAS**, University and Firm entered into the West Virginia University Outside Counsel Agreement commencing on July 9, 2018 and amended on September 17, 2019 (“Agreement”).

**WHEREAS**, University and Firm now desire to amend the Agreement as specified herein.

**NOW, THEREFORE**, in consideration of the covenants and conditions herein contained, University and Firm do hereby agree as follows:

A. In the event of any conflict between this Second Amendment and the Agreement, this Amendment shall control.

B. Delete Section 4.1.1 in its entirety and replace with the following:

4.1.1 Compensation for Time. In consideration of full and satisfactory performance of the services hereunder, University shall pay Firm for each hour of work performed pursuant to this agreement. Compensation for time shall be paid only for time actually spent working on University legal matters. The following compensation rates shall apply to this agreement:

Billing Classification	Hourly Rate Range
Partners	\$325 to \$755
Of Counsel	\$240 to \$590
Associates	\$210 to \$430
Paralegals	\$125 to \$245
Other	\$60 to \$225

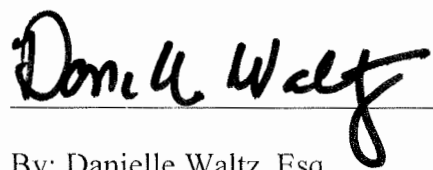
In addition to the foregoing, services billed as “Government Relations” will be billed at a flat rate of \$5,000 per month plus any out of pocket expenses incurred by the Firm.

C. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Amendment by signing any such counterpart.

D. Unless expressly amended or modified by this Amendment, each and every term and provision of the Agreement shall hereafter remain of full force and effect. The Agreement, as amended and modified by this First Amendment, constitutes the entire understanding of the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed this day.

DINSMORE & SHOHL LLP



By: Danielle Waltz, Esq.

Its: Partner

Date:

7/21/23

WEST VIRGINIA UNIVERSITY BOARD OF  
GOVERNORS on behalf of WEST VIRGINIA  
UNIVERSITY



By: Stephanie D. Taylor

Its: General Counsel

Date:

9-22-23