

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:
kateland.j.cantrell@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 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 6, 2025
- ▶ 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 XXXX Yes _____ No _____

3. Costs for Lobbying Services

► For the period July 1 to June 30 of the preceding year, 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).

Sponsorship of Women' s Caucus Reception (February 24, 2025) - \$25.98

4. Identities of Individuals or Entities

► For the period July 1 to June 30 of the preceding year, 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.

J. Mark Adkins

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. [W. Va. Code § 6B-3-10](#)

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

101 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 6, 2025

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 2025 Regular Legislative Session and for the 2025 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 6, 2025

Page 2

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

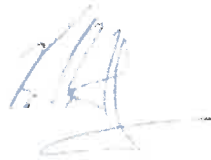
Marshall University Research Corporation

January 6, 2025

Page 3

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



Richard R. Heath, Jr.

Enclosure

Agreed to and Accepted by:

By: 

Marshall University Research Corporation

Its: Executive Director

Date:

1/9/25