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Nova Dubovik <ndubovik@utah.gov>

GRAMA Notice of Appeal to State Records Committee

1 message

Kevin Michael Opsahl <kopsahl@hjnews.com> Tue, Apr 28, 2015 at 3:51 PM
To: ndubovik@utah.gov
Cc: Tim Vitale <tim.vitale@usu.edu>, dave.cowley@usu.edu, ryan.brady@usu.edu, Rosemary Cundiff <rcundiff@utah.gov>

GRAMA Notice of Appeal to State Records Committee

Requester's information:

Kevin M. Opsahl
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Make requester's information to:

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346 South Rio Grande Street
Salt Lake City, Utah 84101
ndubovik@utah.gov

EXPLANATION OF RELIEF SOUGHT:

Utah State University recently announced it is entering into a sports sponsorship contract with Maverik Inc., the details of which are being shielded from public view. The Herald Journal hereby appeals the university's decision not to release the contract and states emphatically the newspaper's belief that the action violates both the letter and spirit of Utah's open-records law.

The Government Records Access Management Act states clearly that government contracts and agreements dealing with the receipt or expenditure of funds are open records (63G-2-301 Section 3 d,e).

University lawyers are citing another section of the code that allows confidentiality in cases where trade secrets are at stake. We would argue if such secrets are contained in the contract, they can be redacted. But if the university and Maverik consider the mere dollar amounts of the contract to be trade secrets, what's to prevent the university and other government agencies from cloaking all deals with private contractors using this

justification? The GRAMA law would be rendered meaningless.

Beyond dollar amounts, we believe the public has the right to review all other provisions in all contracts that don't involve trade secrets. Sports sponsorship and college coaching agreements across the U.S. have become quite creative in recent years, involving special incentives and enhancement of all sorts. The public has every right to know what these enhancements are.

If in addition to renaming the stadium, the recent USU deal stipulates all gasoline purchased for university vehicles must be at Maverik outlets, the public has a right to know this. Or if the children of Maverik executives will be given USU college scholarships as part of the pact, this too should be made public. Yes, these scenarios are unlikely, but unless such documents are open to public inspection, how can anyone know?

Finally, it should be noted that contracts of this type are routinely made public by other universities across the country, which makes USU's recalcitrance in this matter seem not only out of step with a growing trend toward greater government transparency but somewhat sinister.

Inclusions for Notice of Appeal

• Statement of facts, reasons and legal authority in support of this appeal (see "statement for relief sought" above)

• Original GRAMA request (see 04.14.2015 e-email below)

• Notice of denial from the government agency's records officer (see "Opsahl Letter" 04.17.2015)

• Notice of appeal to the government agency's chief administrative officer (see 04.21.2015 e-mail below)

• Notice of denial from the government agency's chief administrative officer (see "Opsahl Letter" 04.24.15)

GRAMA APPEAL

Subject: GRAMA appeal
From: Kevin Opsahl <kopsahl@hjnews.com>
Date: April 21, 2015 10:07:57 AM MDT
To: Tim Vitale <tim.vitale@usu.edu>

Cc: dave.cowley@usu.edu

STATEMENT OF RELIEF SOUGHT:

Utah State University recently announced it is entering into a sports sponsorship contract with Maverik Inc., the details of which are being shielded from public view. The Herald Journal hereby appeals the university's decision not to release the contract and states emphatically the newspaper's belief that the action violates both the letter and spirit of Utah's open-records law.

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ORIGINAL GRAMA REQUEST

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3 attachments

- **GRAMA-notice-appeal_cao.odg**
  14K
- **04.24.15 Opsahl letter.pdf**
  435K
- **04.17.15 Opsahl Letter.pdf**
  87K