



MICHAEL D. SCHRUNK, District Attorney for Multnomah County  
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August 12, 1999

Dee Lane  
Portland Editor  
The Oregonian  
1320 SW Broadway  
Portland, OR 97201-3499

Linda Meng  
Chief Deputy City Attorney  
City of Portland  
City Hall, Suite 430  
1221 SW 4<sup>th</sup> Avenue  
Portland, OR 97204-1991

Re: Petition of Dee Lane for The Oregonian dated July 27, 1999, to disclose certain records of the City of Portland

Dear Ms. Lane, and Counselor Meng:

A. The petition and exemption claims.

On this public records petition, ORS 192.410 et seq., petitioner Dee Lane as Portland Editor for The Oregonian, requests the District Attorney to order the City of Portland (the City), to disclose "records related to the Memorandum of Understanding between the City of Portland and Portland Family Entertainment:

1. **A final copy of the projected revenues from the deal.**
2. **Supporting documentation on which those projections are based, including but not necessarily limited to letters, faxes and e-mails.**
3. **Documents pertaining to financing the city's portion of the renovation expense.**
4. **Financial analysis by the consultants, Conventions, Sports & Leisure."**

By letter received July 30, 1999, and a supplemental letter received August 4, 1999, from Chief Deputy City Attorney Linda Meng, Esq., the City claims that these documents are exempt from disclosure. Counselor Meng's August 4, 1999, letter includes a memorandum by Stephen T. Janik, Esq. Ball Janik LLP as outside counsel to the City, dated August 3, 1999, regarding the Potential Effects of Disclosure of

Confidential Information. By letter received August 4, 1999, from Steven Wilker, Esq. Tonkon Torp LLP, Portland Family Entertainment (PFE) claims that these records are exempt from disclosure. The City and PFE exemption letters rely upon identical provisions of Oregon Public Record law: trade secrets, confidential information submitted by citizens, and negotiations for real property transactions.

In a letter dated August 6, 1999, Petitioner through counsel Charles F. Hinkle, Stoel Rives LLP responds to the City and PFE's legal argument.

B. The factual background and the nature of the documents in question.

The City's most recent endeavor to renovate and utilize Civic Stadium began with a Request for Proposal. PFE submitted one of two proposals. A Committee assisted the City in review of the stadium renovation concept and the submitted proposals. On December 10, 1998, the Committee filed a report which made certain recommendations regarding the City's acceptance of any proposal including specific reference to PFE's submission. The City also hired an outside consultant, Convention, Sports and Leisure (CS&L) to assist in evaluation of the stadium renovation process.

On June 30, 1999, the City signed a Memorandum of Understanding (MOU) with PFE which sets forth an agreement for a plan to redevelop/renovate and thereafter operate the Portland Civic Stadium.<sup>1</sup> Provisions within the MOU relevant to this records request address the City's commitment to finance<sup>2</sup> \$33 million of the proposed \$37 million dollar renovation plan<sup>3</sup>. The MOU also includes the parties expectation that revenues generated from operation of the renovated Civic Stadium by PFE which are paid to the City will be used to satisfy the debt financed by the City<sup>4</sup>. In exchange for its operation of the renovated stadium, PFE is required to provide specific annual "partial considerations" to the City:

1. A guaranteed minimum payment - \$908,000 (4% increase annually)<sup>5</sup> and;
2. A reserve for capital expenses and improvements - \$200,000 <sup>6</sup> (4 % increase annually) and;
3. 18.75% of PFE's Gross Revenue in excess of \$10.7 million<sup>7</sup> and;
4. an amount equal to one-third of PFE's cash distributions to all of its limited partners from PFE's business activities<sup>8</sup> and;

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<sup>1</sup> MOU Section 1.1 and 1.4.

<sup>2</sup> MOU Section 1.2.

<sup>3</sup> MOU Section 7.1 and 9.1

<sup>4</sup> MOU Section 1.2.

<sup>5</sup> MOU Section 12.4.

<sup>6</sup> MOU Section 12.5.

<sup>7</sup> MOU Section 12.6.

<sup>8</sup> MOU Section 12.7. For reasons which are not necessary to this district attorney's letter opinion, this section has also sometimes been referred in the alternative as providing the City a right to 25% of net revenues.

5. A user fee equal to 10% of the amount charged for an admission ticket to all stadium events.<sup>9</sup>

The MOU sets forth within its 24 pages many other provisions which although not directly central to the records sought by petitioner describe in detail the City's and PFE's plan for Civic Stadium renovation and operation. Some of these provisions require PFE to perfect its right to continue to participate in planning and executing the stadium renovation and its operation. The non-financial MOU provisions include time deadlines for PFE's acquisition of an AAA baseball and major Soccer team franchise<sup>10</sup>, PFE's compliance with Equity Milestones and Debt Milestones<sup>11</sup> and the execution of a Redevelopment Agreement<sup>12</sup> as well as an Operating Agreement.<sup>13</sup>

Following announcement of the MOU, Petitioner requested information from the City. The City provided some documents to Petitioner pursuant to its records request. On July 23, 1999, the City informed Petitioner that the City was not willing to disclose additional records on the ground that the City considered the records exempt from disclosure under public records law. By letter dated July 27, 1999, petitioner, through Editor Dee Lane, sought review of this denial by filing the instant Public Records petition with this office.

Petitioner asserts that none of the exemptions claimed by the City are applicable. Petitioner further argues that any exemptions are conditional and that there is a public need for disclosure of revenues/expenses projected from Stadium renovation, financing of the City's portion of renovation, and financial analysis by the City's consultant. Petitioner writes:

If the timetable set out in the agreement [MOU] is followed, Portland taxpayers will give up management of their stadium to these [PFE] investors and be committed to paying \$33 million for the [Civic Stadium] renovation. We do not think the city should enter in to such a commitment without adequate public discussion of the pros and cons of such a decision. And we do not think that discussion can take place if the city refuses to release the financial assumptions on which the deal is based or the projections for paying back the \$33 million.

On July 30, 1999, the City provided this office with a package of documents some of which were marked **Confidential**. We are informed that the non-confidential

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<sup>9</sup> MOU Section 12.14.

<sup>10</sup> MOU Section 1.3, Section 6.1 and Section 6.2.

<sup>11</sup> MOU Section 5.1, 5.2 and 5.3.

<sup>12</sup> MOU Section 1.1 and Section 11.

<sup>13</sup> MOU Section 1.4 and Section 12.

documents were previously made available to petitioner. We have reviewed the materials in detail.

For purposes of this letter decision, we refer to those documents marked Confidential as: Confidential documents #1, #2, #3, and #4. Those documents provided to petitioner we identify, where necessary, as: Disclosed document # 1: Civic Stadium RFP Selection Committee Recommendations; Disclosed document #2: Confidentiality Agreement; Disclosed document #3: Memorandum of Understanding; Disclosed documents #4: Materials including Civic Stadium Press Presentation<sup>14</sup>; Disclosed documents #5: Materials relative to Civic Stadium renovation costs and financing.

C. City of Portland's claim of Public Records disclosure exemptions.

1. Trade Secrets

ORS 192.501(2), of the public records law reads:

Trade Secrets. 'Trade Secrets,' as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production date, or compilation of information which is not patented, which is known only to certain individuals within an organization and which is used in a business it conducts, having actual or potential commercial value, and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it[.]

a. Are the **Confidential** documents "trade secrets?"<sup>15</sup>

Confidential document #1 can be generically described as a City spread sheet of Civic Stadium estimated *annual* revenues/expenses for years 2001 through 2020. This office does not view this document to fall within the definition of a Trade Secret. Furthermore, this office rejects the City's disclosure practice in this matter which provided 20-year total revenue/expense projections but refused release of *annual* revenue/expense projections.

<sup>14</sup> Included within this packet is: A Financial Overview; AAA attendance 94-98; Sources and Uses of Funds; CS&L 12/11/98 letter re: --MLB stadium negotiations Oakland, Minnesota, San Diego Montreal--; CS&L 5/26/99 Memo: College Sports in AAA ballparks; CS&L 5/25/99 Memo: PSU rental payments, AAA premium seating data; CS&L 4/6/99 Benchmarking Civic Stadium Analysis; CS&L 6/18/99 Memo: Franchise Costs; CS&L 12/1/98 letter: Assessment of MLB viability in Portland; CS &L 1/11/99 Packet: Minor League Baseball Stadium Information; CS&L Previous experience of CS &L; PFE Preliminary Proposal; PFE Requested Information.

<sup>15</sup> This office has previously reviewed application of ORS 192.501(2). See: Petition of Steve Mayes for The Oregonian dated November 15, 1993 to Disclose Certain Records of the Port of Portland.

Confidential document #2 is a PFE spread sheet of estimated yearly revenue/expenses for years 2001 through 2020. Handwritten notations on the copy of this document as provided to this office appear to represent some person's comparison of the projections of PFE and the City. This office does not find this document to be subject to exemption from disclosure as a Trade Secret.

Confidential document #3 includes analysis by CS&L in separate documents which present various scenarios involving operation of Civic Stadium and the effect upon revenues/expenses. In addition, this packet includes a CS&L memorandum dated November 30, 1998 re: "Draft Model of Base Case Event Scenario - PFE's Proposal." The Table of Contents identifies the topics contained within the report as "Projected Operating cash Flow/Loss to the City of Portland, Projected Operating Cash Flow/Loss to the PFE, Rental Revenue and User Fees, Concession Revenue, Novelty Revenue, Parking Revenue, Box Office Revenue, Premium Seating revenue, Advertising and Naming Rights, Club memberships, Financing assumptions, Other Support Materials." This office does not view these documents, or the subject matter discussed therein, to be subject to protection from disclosure as a Trade Secret.

Prior to this public records request, PFE prepared a candid and cogent evaluation of the Trade Secrets issue in preliminary correspondence with the City:

PFE has developed comprehensive financial models which detail how stadium revenues will be generated and matched to expenses. These models are proprietary information that PFE's principals have spent years developing based on developing financing plans for over 30 venues throughout the country. We are happy to share the relevant portions of our models with the City, on a confidential basis, during negotiations. However, in light of our response being made available publicly, including to other entities with whom we may compete, we cannot provide this information until the City has selected PFE and enters into private negotiations. PFE understands that once an agreement is negotiated, it will be subject to a great deal of public input and approval by City Council. However, like any business entity, we cannot be in a position of releasing our trade secrets publicly. [Disclosed Documents #4: "Requested Information," at page 8]

This statement suggests that PFE understood that Civic Stadium negotiations and agreements would likely become matters within the public domain.

In this record request we observe that the Confidential documents provided by PFE (and the City) do not reveal a PFE (or City) "model" explaining the method,

process or development of revenues/expenses. No financial plan is presented within the Confidential documents. Bare numbers as presented in these documents do not reveal *how* they were created. We conclude that to the extent that a Trade Secret could exist in this area of Stadium finance, renovation or operation, it is not present in these Confidential documents.

b. Does the public interest favor disclosure of these documents?

This office has previously concluded that the Trade Secret exemption is a conditional exemption.<sup>16</sup> Assuming the documents marked **Confidential** are Trade Secrets, it still must be determined whether the “public interest” requires disclosure.

PFE asserts that its proposal contains trade secrets and that the parties agreed to maintain confidentiality by separate agreement including a condition of confidentiality in the MOU.<sup>17</sup> Nevertheless, this office is not persuaded that this diminishes the existence of the public’s interest in disclosure. This office once again observes that “...private contracts - including contracts between citizens and government agencies - are subject to duly-enacted positive law, such as the public records law.” *Petition of Steve Mayes for The Oregonian dated November 15, 1994*. A pledge by an agency of government to confidentiality necessarily is entered into subject to the conditional nature of the public records law exemption for trade secrets. Consequently, a contract provision or agreement cannot change the conditional nature of the exemption provided by public law. *Broonson v Moonen*, 270 Or 469, 478-81 (1974) (contract clause contrary to positive law generally is unenforceable).

In the next section, this office provides a thorough explanation of the overriding public interest in disclosure of the documents. We conclude that the Trade Secrets exemption does not bar disclosure of the records.

2. Confidential Information submitted by Citizens

ORS 192.502(3) exempts from disclosure

Information submitted to a public body in confidence and not otherwise required by law to be submitted, where such information should reasonably be considered confidential, the public body has obliged itself in good faith not to disclose the information, and when the public interest would suffer by the disclosure.

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<sup>16</sup> See preceding footnote.

<sup>17</sup> MOU, Section 3.

a. Are the documents<sup>18</sup> exempt from disclosure under ORS 192.502(3)?

This exemption is premised upon a purpose that citizens should be encouraged to provide relevant information to public bodies, with some reasonable assurance that the information will be kept confidential. This section requires that each of five tests must be satisfied in order for the exemption to apply.

- The informant must have submitted the information on the condition that the information would be kept confidential.
- The informant must not have been required by law to provide the information.
- The public body must show that it has obliged itself in *good faith* not to disclose the information.
- The information itself must be of a nature that reasonably should be kept confidential.
- Disclosure of the information must cause harm to the public interest.

See ATTORNEY GENERAL'S PUBLIC RECORDS AND MEETING MANUAL, page 52 (1997).

The first test under the exemption is met. The MOU and the confidentiality contract provide explicit requirements of confidentiality between the parties. The second test under the exemption is met. We find that the information submitted by PFE was not required by law or statute as PFE was free to bargain with the City, submit its proposal, negotiate, and sign the MOU.

The third test under the exemption is also met. We find that the City in *good faith* agreed to not disclose certain specified materials. The City's *good faith* is significant because the City would have been at a substantial financial disadvantage were it's bargaining position to be disclosed in public prior to settlement of the financial portion of the MOU. We note that in reaching agreement to maintain certain matters --in confidence--the City acknowledged that the ultimate determination of whether the City may maintain the document's confidentiality would be subject to Public Records law.

We find that the City and PFE do not meet the final two tests that are necessary in order to establish the application of the exemption. The issues raised in these two tests are--in the instant case--inextricably intertwined. The information contained within the Confidential documents is of a nature which reasonably should *not* be kept confidential. Disclosure will not cause harm to the public interest.

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<sup>18</sup> It does not appear that the City contends that this exemption applies to documents created by its employees, rather that the exemption applies to documents created by PFE and submitted to the City and then reviewed by the City's agent, CS&L. Nevertheless, were we to review such a claim, this exemption would clearly be inapplicable to information or documents created *by* the City or its employees.

This office is convinced that the nature of Civic Stadium revenue/expense projections and related analysis is a matter which now is in need of public review. The City has made some of the gross numbers available. The City has represented what the revenues will be, under one set of circumstances. We believe that the public is entitled to be informed by the City of any other revenue projections under the contract with PFE, or in the absence of PFE's operation, of the renovated Civic Stadium.

The MOU settles the financial issues. Whether the City's and PFE's revenue/expense projections are sound and realistic has now become the public's business. If the issue had been raised by The Oregonian prior to negotiation of the MOU, we would be faced with different confidentiality and public interest considerations. Now, however, the taxpayer is on notice by the MOU that unless revenues from the Stadium operation are sufficient, alternate *public* sources will be required to meet debt service obligations.

Counsel for PFE and the City offer persuasive arguments that in the business world, the revelation of revenue/expense projections could be detrimental. However, there are substantial factors which outweigh the City's and PFE's position.

First, the MOU agreement is novel because it amounts to creation of a Public-private partnership. This is **not** an ordinary business relationship. In this transaction, one party is the "public." The involvement of the public must be acknowledged. Citizens and taxpayers are the "owners" on one side of the Civic Stadium transaction; they have a need and a right to know the details.

Second, we note that some **Confidential** information, which we find not subject to the disclosure exemption, has been publicly discussed or released separately by the City and PFE. Material in the City's disclosed document #4 contain several examples of the City's selective disclosure of facts while contemporaneously asserting the confidentiality of related facts.

The "CIVIC STADIUM PRESS PRESENTATION" regarding the Financial Overview reads

Overall, the city estimates that it will receive \$2.2 million in revenues from the stadium in 2001, the anticipated first year of operations. Those revenues will increase to an estimated \$3.1 million in the sixth year of the agreement. The required subsidy from the city to cover debt will decline from \$894,000 in the first year to \$23,000 in year six. If our projections are accurate, we estimate that by the seventh year revenues from the stadium paid to the city will be sufficient to cover the estimated \$3.1 million in annual public debt payments. [Page 4-5]



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Overall, we estimate that by the fifth year of this agreement the city will be receiving \$2.9 million in revenues, an increase of \$1.8 million over what we would have receive based upon the original PFE proposal." [Page 6]

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PFE and its this group of investors will also be called upon to acquire an AAA baseball team as well as a professional soccer tam. Our consultants estimate based upon other projects this will require an investment of approximately 412-14 million. [Page 7]<sup>19</sup>

In PFE's PRELIMINARY PROPOSAL, SECTION B, page 23, PFE points out that the City shared with PFE long-range financial forecasts for Civic Stadium.

In the CS&L memorandum dated May 25, 1999, historical revenues generated from Stadium use are presented which include (in regard to PSU) reference to gross annual ticket sales, ticket price, Rent, User fee and concession per Cap.

We recognize that within the **Confidential** documents there are greater details of PFE's and the City's expectations regarding various revenue and expense projections including event ticket sales, ticket prices, rent, user fees, concession and merchandising. These figures have not been made available to petitioner or the public in their entirety. However, these documents do not provide revealing identification of events to be scheduled, or of concessionaire identities or pricing profit sharing contracts. The fact that both the City and PFE have separately evaluated these projections suggests that the numbers alone are not the crux of any proprietary or confidential information.<sup>20</sup>

The issue of disclosure of revenue/expense projections and related analysis becomes one of timing. We find that having negotiated the MOU with settled financial terms, delay in disclosure is no longer warranted. Admittedly, the parties must still negotiate and write additional agreements as set forth in the MOU but these do not address the financial conditions which will create public debt and it potential payoff. Additional agreements must be finalized regarding non-financial conditions including Redevelopment and Operation contracts, terms of Start up costs, project management, reserve fund expenditure, and potential environmental cleanup. All of these remaining

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<sup>19</sup> Compare disclosed Document #4 CS&L Memorandum date June 18, 1999, estimating AAA franchise cost of \$7-\$10 million.

<sup>20</sup> We find the City's citation to *Premier Technology v Oregon State Lottery*, 136.Or App 124 (1995) to be unpersuasive. This case does not involve PFE bank account information, tax returns or other personal information. The information, data and documents in issue in this case is qualitatively different than that in *Premier Technology*.

issues fall outside the definitive financial terms of the MOU involving: total cost, City Debt financing, PFE Equity and Debt financing, PFE payment of consideration to the City. Simply stated, the issues for contract negotiations under the MOU do not include additional negotiation over the financial terms.

The City's and PFE's revenue and expense projections are no longer a current contract concern. Revenue projections were relevant for the City to weigh PFE's ability to realistically estimate revenue and expenses. These projections were necessary for the City to evaluate the ability of a renovated Civic Stadium to generate sufficient revenue for PFE to satisfy the MOU. <sup>21</sup>

Disclosure of City and PFE revenue projections *now* will not change MOU financial terms. However, were this records request to have arisen prior to the parties MOU agreement, the need to preserve confidentiality would have created different issues relative to the application of the exemption as well as public interest concerns.

We are not satisfied that disclosure of these gross numbers at this point in time will do true harm to either of the parties as they must settle post MOU agreements. Neither do we see harm to the City or PFE from disclosure when PFE or the City must negotiate with future businesses in relation to Civic Stadium operations. Furthermore, we do not see harm to the City in the future wherein the assumptions (revenue/expense projections) underlying Public Private partnership agreements are revealed to the public after negotiation and agreement.<sup>22</sup>

We do not see that disclosing the numbers in the **Confidential** documents provides a competitive edge or reveals business strategy. Although we respect the argument of the City and PFE, we are not persuaded that the result they foresee will occur. We conclude the public interest outweighs the need for document confidentiality.

### 3. Negotiations for Real Property Transactions

ORS 192.650(2) provides that Public Meeting executive session material may be exempt from disclosure. ORS 192.660(1)(e) provides that executive sessions may include deliberations concerning negotiations for real property transactions. Counsel for the City points out that the Attorney General's manual states that

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<sup>21</sup> "City issued debt financing will be repaid by City revenues from Civic Stadium operations..." MOU Section 1.2.

<sup>22</sup> See discussion of the public's interest in disclosure of financial value underlying transaction and related limited as discussed by this office in Petition of Steve Mayes for The Oregonian dated November 15, 1993.

A governing body may go into executive session to deliberate with persons designated by the governing body to negotiate real property transaction. Real property transactions are not limited to the purchase or sale of real property. For example, negotiations for a long-term lease transaction undoubtedly would be include with in this provision. ATTORNEY GENERAL'S PUBLIC RECORDS AND MEETING MANUAL, page 108 (1997).

The section referred to above cites as explanatory support the Letter of Advice dated May 18, 1990, to Representative Carl Hostick (Op-6376). Central to this letter was the premise that public bodies should be permitted to protect their negotiating position in real property transaction by keeping certain information confidential. Nevertheless, we find that the City and PFE no long have a need to maintain confidentiality regarding the matters contained within the **Confidential** documents.

We find that the parties have agreed to the financial conditions as presented in the MOU and that the MOU as such represents a final decision as to those matters. ORS 192.660(5) provides that "[n]o executive session may be held for the purpose of taking any final action or making any final decision." As explained by the Attorney General, "the purpose of the 'final decisions' requirement is to allow the public to know the *result* of the discussions." ATTORNEY GENERAL'S PUBLIC RECORDS AND MEETING MANUAL, page 110 (1997).

The significance of the agreement embodied in the MOU is born out in two passages found in the Attorney's General's Manual, page 110, regarding the inability of public bodies to use executive sessions to make final decisions

[A] need to make further decisions or take further actions does not necessarily make any particular decision or action less final.

[I]t is highly unlikely that any decision authorizing expenditure of funds could be made in executive session.

We conclude that the parties' negotiation of the MOU agreement represents a "final decision" and any documents or material considered in executive sessions are not exempt from disclosure.

It is not clear, however, that the documents sought by the Oregonian were presented in executive session. Some or all of the material *may* have been discussed or viewed by the City Council in executive session. Petitioner is seeking access to public records currently in the possession of the City of Portland. The circumstance that these

documents may have been disclosed in executive session does not shield them forever from the requirements of the Public Records Law.

There is a specific conditional exemption for real estate appraisal information in ORS 192.501(6) which is parallel to the open meeting requirements of the Public Meetings Law cited by the City. Unfortunately, it is "intended to permit public bodies to obtain information, in confidence, concerning the value of real estate that the public body may *purchase*." (emphasis supplied). ATTORNEY GENERAL'S PUBLIC RECORDS AND MEETING MANUAL, page 31 (1997). The exemption, not cited by the City, is limited to transactions involving the public *acquisition* of real estate. An exemption for negotiations for Real Property Transactions is not available under either the Public Meetings or Public Records law.

D. Conclusion.

This public record request raises fundamental questions about the nature and method of the conduct of the government's business. Public-private partnerships present unique and novel issues. This office appreciates the business concerns raised by PFE, the City's outside counsel, and the City Attorney's office. We accept that in the normal course of business transactions, the desire for privacy is shaped if not controlled by the nature of the private transaction. Nevertheless, when government becomes an active participant in the creation and the operation of a business enterprise, it is the people who carry the ownership interest in the decisions made by their elected representatives and it is they who will carry the burden of any ill-advised decisions. The conduct of government business is the conduct of the public's business.

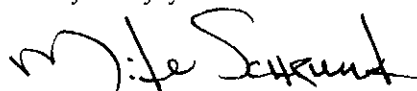
In reaching our decision in this matter we find that the records are no longer entitled to be exempt from disclosure. We believe that the people have the right to know how their tax dollars have been spent and will be committed in the future. There are a minimum of thirty-three million reasons why the public light should shine on the PFE/City transaction.

The Portland Civic Stadium is a landmark. It has created treasured memories for many and will continue to do so in the future. Thus, it is not only the taxpayers but all the citizens of Portland and the metropolitan area who stand to benefit (or suffer) depending on the long-term outcome of Civic Stadium renovation and operation. The investigative work of the Oregonian will benefit all parties to the transaction from PFE partners, investors and lenders to the City and, most importantly, to the users of this venerable public sports facility. Establishing that the enterprise envisioned by PFE and the City is the right thing to do and will go a long way to generate the necessary public support for the project.

Order

Accordingly, it is ordered that the City of Portland promptly disclose the records sought in the petition of Dee Lane for The Oregonian dated July 27, 1999. Disclosure of the documents ordered is subject to payment of the City's fee, if any, not exceeding the actual cost in making the information available, consistent with ORS 192.440.

Very truly yours,

  
MICHAEL D. SCHRUNK  
District Attorney

MDS:jlb

NOTICE TO PUBLIC AGENCY:

Pursuant to ORS 192.450(2), 192.460, 192.490(3), your agency may become liable to pay petitioner's attorney fees in any court action arising from this public records petition (regardless whether petitioner prevails on the merits of disclosure in court) if you do not comply with this order and also fail to issue within 7 days formal notice of your intent to initiate court action to contest this order, or fail to file such court action within 7 additional days thereafter.

cc:

Stephen T. Janik  
Ball Janik LLP

Steven M. Wilker  
Tonkon Torp LLP

Charles F. Hinkle  
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