



# STATE OF INDIANA

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January 6, 2009

Diana Vice  
4398 West CR 700 North  
Mulberry, Indiana 46058

*Re: Formal Complaint 09-FC-7; Alleged Violation of the Access to Public Records Act by the Wilson Education Center*

Dear Ms. Vice:

This advisory opinion is in response to your formal complaint alleging the Wilson Education Center (Center) violated the Access to Public Records Act ("APRA") (Ind. Code 5-14-3) by denying you access to records. A copy of the Center's response to the complaint is enclosed. In my opinion the Center has now complied with your request related to the invoices and must provide you copies of any records it maintains responsive to your requests for contracts unless the Center can bear the burden of proof to sustain the denial.

## BACKGROUND

You filed the present complaint on December 15, 2008. You allege that you requested a number of records from the Center and that the Center denied you access to attorney invoices and contracts.

The Center responded to the complaint by copying my office on the reply and invoices sent to you on December 30, 2008 by Larry Risk, former Executive Director.

## ANALYSIS

The public policy of the APRA states, "(p)roviding persons with information is an essential function of a representative government and an integral part of the routine duties of public officials and employees, whose duty it is to provide the information." I.C. § 5-14-3-1. The Center is a public agency for the purposes of the APRA. I.C. § 5-14-3-2(m). Accordingly, any person has the right to inspect and copy the public records of the Center during regular business hours unless the public records are excepted from disclosure as confidential or otherwise nondisclosable under the APRA. I.C. § 5-14-3-3(a).

A “public record” means any writing, paper, report, study, map, photograph, book, card, tape recording or other material that is created, received, retained, maintained or filed by or with a public agency. I.C. § 5-14-3-2(n).

As you have indicated, this office has addressed the issue of requests for access to attorney invoices on several occasions. Counselor O’Connor addressed the issue in *Opinion of the Public Access Counselor 00-FC-16*, issued July 10, 2000. I have also addressed the issue and cited Counselor O’Connor’s opinion, as recently as last week in *Opinion of the Public Access Counselor 08-FC-243*. A copy of both opinions can be found on my office’s website at [www.IN.gov/pac](http://www.IN.gov/pac). In opinions I have issued on the matter, I have agreed with Counselor O’Connor’s opinion that an invoice does not contain *only* confidential information. I further indicate my opinion that an invoice in its entirety is not attorney work product.

As I indicated in *Opinion 08-FC-243*, certain information contained on the invoices may indeed be nondisclosable at the discretion of the agency. Some information contained in the invoices may fall under the attorney work product exception to disclosure found in I.C. § 5-14-3-4(b)(2)(A) or the exception for attorney-client confidential communications found at I.C. § 34-36-3-2 (and therefore nondisclosable pursuant to I.C. § 5-14-3-4(a)(1)).

It is my understanding the Center has now provided you with the disclosable portions of the requested invoices. I trust the matter related to access to the invoices is now closed.

I see no mention in the Center’s response regarding legal contracts. As with all public records, the contracts maintained by the Center are public records which must be disclosed unless an exception to disclosure applies. *See* I.C. § 5-14-3-3(a). The APRA contains no general exemption for contracts between public agencies and attorneys who represent them. The burden is on the Center to prove that it may deny access to the contracts you have requested. *See* I.C. § 5-14-3-1.

#### CONCLUSION

For the foregoing reasons, it is my opinion the Center has now complied with your request related to the invoices and must provide you copies of any records it maintains responsive to your requests for contracts unless the Center can bear the burden of proof to sustain the denial.

Best regards,



Heather Willis Neal  
Public Access Counselor

Cc: Gregg Sindors and Phil Partenheimer, Wilson Education Center