

NOTICE TO REQUESTER

TO: Travis Scarangelo
(Requester's name)

FROM: University of Hawai'i Athletics
(Agency, and agency contact person's name, telephone number, mailing, & email address)

DATE THAT THE RECORD REQUEST WAS RECEIVED BY AGENCY: April 17, 2025

DATE OF THIS NOTICE: April 21, 2025

GOVERNMENT RECORDS YOU REQUESTED (attach copy of request or provide brief description below):

1. I am requesting the contract with the MWC to become a full member of the conference.

THIS NOTICE IS TO INFORM YOU THAT YOUR RECORD REQUEST:

☐ Will be granted in its entirety.

☐ **Cannot be granted. Agency is unable to disclose the requested records for the following reason:**

☐ Agency does not maintain the records. (HRS § 92F-3)

Other agency that is believed to maintain records:

☐ Agency needs further clarification or description of the records requested. Please contact the agency and provide the following information:

☐ Request requires agency to create a summary or compilation from records, but requested information is not readily retrievable. (HRS § 92F-11(c))

☒ **Will be granted in part and denied in part, OR** ☐ **Is denied in its entirety**

Although the agency maintains the requested records, it is not disclosing all or part of them based on the exemptions provided in HRS § 92F-13 and/or § 92F-22 or other laws cited below.

(Describe the portions of records that the agency will not disclose.)

RECORDS OR
INFORMATION WITHHELD

APPLICABLE
STATUTES

AGENCY
JUSTIFICATION

Specific dollar amounts and percentages.	HRS § 92F-13 (3)	Government records that, by their nature, must be confidential in order for the government to avoid the frustration of a legitimate government function
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REQUESTER'S RESPONSIBILITIES:

You are required to (1) pay any lawful fees and costs assessed; (2) make any necessary arrangements with the agency to inspect, copy or receive copies as instructed below; and (3) provide the agency any additional information requested.

For questions about this notice or the records being sought, please ask the agency's contact person named at the top of this form. Also, please submit your payment, if any, to the agency at the address listed at the top of this form. **DO NOT SEND YOUR PAYMENT** to the Office of Information Practices (OIP) unless you are requesting records directly from OIP.

If you do not comply with the requirements set forth in this notice within 20 business days after the postmark date of this notice or the date the agency makes the records available, you will be presumed to have abandoned your request and the agency shall have no further duty to process your request. Once the agency begins to process your request, you may be liable for any fees and costs incurred. If you wish to cancel or modify your request, you must advise the agency upon receipt of this notice.

Please note that the Office of Information Practices (OIP) does not maintain the records of other agencies, and a requester must seek records directly from the agency it believes maintains the records. If the agency denies or fails to respond to your written request for records or if you have other questions regarding compliance with the UIPA, then you may contact OIP at (808) 586-1400, ois@hawaii.gov, or 250 South Hotel Street, Suite 107, Honolulu, Hawaii, 96813.

METHOD & TIMING OF DISCLOSURE:

Records available for public access in their entireties must be disclosed within a reasonable time, not to exceed 10 business days from the date the request was received, or after receipt of any prepayment required. Records not available in their entireties must be disclosed within 5 business days after this notice or after receipt of any prepayment required. HAR § 2-71-13(c). If incremental disclosure is authorized by HAR § 2-71-15, the first increment must be disclosed within 5 business days of this notice or after receipt of any prepayment required.

Method of Disclosure:

- ☐ Inspection at the following location:
- ☐ As requested, a copy of the record(s) will be provided in the following manner:
 - ☐ Available for pick-up at the following location:
 - ☐ Will be mailed to you.
 - ☒ Will be transmitted to you by other means requested: request+u6m4x89hkp@foi.uipa.org

Timing of Disclosure: All records, or the first increment if applicable, will be made available or provided to you:

- ☒ On April 21, 2025
- ☐ **After prepayment** of 50% of fees and 100% of costs, as estimated below.

For incremental disclosures, each subsequent increment will be disclosed within 20 business days after:

- ☐ The prior increment (if one prepayment of fees is required and received), or
- ☐ Receipt of each incremental prepayment, if prepayment for each increment is required.

Records will be disclosed in increments because the records are voluminous and the following extenuating circumstances exist:

- ☐ Agency must consult with another person to determine whether the record is exempt from disclosure under HRS chapter 92F.
- ☐ Request requires extensive agency efforts to search, review, or segregate the records or otherwise prepare the records for inspection or copying.
- ☐ Agency requires additional time to respond to the request in order to avoid an unreasonable interference with its other statutory duties and functions.
- ☐ A natural disaster or other situation beyond agency's control prevents agency from responding to the request within 10 business days.

ESTIMATED FEES & COSTS AND PAYMENT:

FEES: For personal record requests under Part III of chapter 92F, HRS, the agency may charge you for its costs only, and fee waivers do not apply.

For public record requests under Part II of chapter 92F, HRS, the agency is authorized to charge you fees to search for, review, and segregate your request (even if a record is subsequently found to not exist or will not be disclosed in its

entirety). The agency must waive the first \$30 in fees assessed for general requesters, OR in the alternative, the first \$60 in fees when the agency finds that the request is made in the public interest. Only one waiver is provided for each request. See HAR §§ 2-71-19, -31 and -32.

COSTS: For either personal or public record requests, the agency may charge you for the costs of copying and delivering records in response to your request, and other lawful fees and costs.

PREPAYMENT: The agency may require prepayment of 50% of the total estimated fees and 100% of the total estimated costs prior to processing your request. If a prepayment is required, the agency may wait to start any search for or review of the records until the prepayment is received by the agency. Additionally, if you have outstanding fees or costs from previous requests, including abandoned requests, the agency may require prepayment of 100% of the unpaid balance from prior requests before it begins any search or review for the records you are now seeking.

The following is an itemization of what you must pay, based on the estimated fees and costs that the agency will charge you and the applicable waiver amount that will be deducted:

For public record requests only:

Fees: Search	Estimate of time to be spent: ____ hours (<small>\$2.50 for each 15-minute period</small>)	\$
Review & segregation	Estimate of time to be spent: ____ hours (<small>\$5.00 for each 15-minute period</small>)	\$
Fees waived	<input checked="" type="checkbox"/> general (\$30), OR <input type="checkbox"/> public interest (\$60) <\$ ____> (Only one waiver per request)	
Other	\$ (Pursuant to HAR §§ 2-71-19 & 2-71-31)	

Total Estimated Fees: \$

For public or personal record requests:

Costs: Copying	Estimate of # of pages to be copied: _____ (<small>@ \$ ____ per page, pursuant to HRS § 92-21</small>)	\$
Delivery	Postage	\$
Other		\$

Total Estimated Costs: \$

TOTAL ESTIMATED FEES AND COSTS from above: \$

- ☐ **The estimated fees and costs above are for the first incremental disclosure only. Additional fees and costs, and no further fee waivers, will apply to future incremental disclosures.**
- ☐ **PREPAYMENT IS REQUIRED** (50% of fees + 100% of costs, as estimated above) \$
- ☐ **UNPAID BALANCE FROM PRIOR REQUESTS** (100% must be paid before work begins) \$

TOTAL AMOUNT DUE AT THIS TIME \$

Payment may be made by: ☐ cash
☐ personal check payable to:
☐ other

Submit your payment to the agency at the address listed at the beginning of this form, including the name of the agency's contact person.

MEMBERSHIP AGREEMENT

THIS MEMBERSHIP AGREEMENT (“Agreement”), effective as of July 1, 2026 (the “Effective Date”), is between the Mountain West Conference, a Colorado nonprofit corporation with offices at 10807 New Allegiance Drive, Suite 250, Colorado Springs, CO 80921 (the “Conference”) and the University of Hawai‘i, the state university and a body corporate of the State of Hawai‘i, for the benefit of the University of Hawai‘i at Manoa, a land-grant university with offices at 2500 Campus Road, Honolulu, HI 96822 (“New Member”).

WHEREAS, New Member is currently an affiliate member of the Conference, with its participation in the Conference limited to the sport of football;

WHEREAS, the Conference has received New Member’s application (“Application”) to be admitted as a member of the Conference in all sports sponsored by the Conference (“Conference Member”), effective as of the Effective Date;

WHEREAS, the Conference accepts New Member’s Application, contingent upon the execution and delivery of this Agreement; and

WHEREAS, New Member and the Conference enter into this Agreement to memorialize the terms and conditions upon which New Member will be admitted as a Conference Member;

NOW, THEREFORE, the Conference and New Member agree as follows:

1. Admission. On the Effective Date, New Member agrees to become and the Conference agrees to admit New Member as a Conference Member pursuant to the terms and conditions of this Agreement. In the interim period after the execution of this Agreement and before the Effective Date (“Interim Period”), New Member shall retain its existing access to Conference information and its existing right to participate in the Conference’s governance structure, including its right to attend all meetings of the Board of Directors.

2. Business Terms. New Member’s admission as a Conference Member shall be subject to the confidential business terms set forth in Exhibit A, which is attached hereto and incorporated herein by reference.

3. Conference Documents. Except as specifically provided herein, the terms and conditions of New Member’s participation in the Conference as a Conference Member shall be governed by the Conference’s Articles of Incorporation, Bylaws, Handbook, the Memorandum of Understanding for the Conference’s Grant of Rights Agreement (“MOU”), the anticipated Grant of Rights Agreement, and other rules and regulations of the Conference, including any and all sporting regulations, branding guidelines, and sportsmanship rules of the Conference, each as now in effect and as may be amended from time to time (collectively, the “Conference Documents”). As a condition of becoming and remaining a Conference Member, New Member agrees to comply with all terms and conditions of the Conference Documents as of the Effective Date. Capitalized terms used but not defined in this Agreement will have the meanings given to them in the Conference Documents.

4. New Member's Failure to Join the Conference. If New Member does not join the Conference as a Conference Member as of the Effective Date (a "Breach"), the damages suffered by the Conference are not currently known or ascertainable. Therefore, as the sole and exclusive remedy for a Breach by New Member, New Member shall pay to the Conference as liquidated damages, and not as a penalty, the sum of \$750,000, to be paid in a single payment of immediately available funds on or before the Effective Date.

5. Sovereign Immunity. If New Member is a governmental agency or instrumentality of its State or of the United States, it does not hereby waive the sovereign immunity (including but not limited to, the Eleventh Amendment immunity under the United States Constitution) of its State or of the United States; provided, however, that, to the extent that any State or Federal law applicable to New Member provides a statutory or other exception to New Member's sovereign immunity, New Member acknowledges and agrees that the foregoing language of this Section shall not affect such exception.

6. Confidentiality. The Conference and New Member agree to keep confidential the terms of this Agreement and not to reveal such terms to any third party that is not owned or controlled by, or under common ownership and control with, the respective party making such disclosure; provided, that (a) disclosure of the terms hereof to any legal, financial, or other business advisors of the disclosing party shall not be a breach, provided that such advisors are expressly made aware of and agree to be bound by the confidentiality requirements of this Agreement, and (b) each party shall be entitled to make disclosures to the extent required by law or appropriate court order, subject to such party making reasonable efforts to prevent the public disclosure thereof. Notwithstanding the foregoing, each party may make incidental reference to the fact that it has entered into this Agreement.

7. Representations. New Member represents and certifies to the Conference that: (a) it has not entered into any agreements, obligations, or other encumbrances that have or will in any respect prevent, compromise, interfere with, or give rise to obligations inconsistent with New Member's obligations pursuant to this Agreement, (b) the execution, delivery, and performance by New Member of this Agreement, and the consummation of the transactions contemplated hereby, have been duly and validly authorized by all necessary corporate action on the part of New Member, and (c) this Agreement has been duly executed and delivered by New Member and, assuming due execution and delivery by the Conference, constitutes the legal, valid and binding obligations of New Member, enforceable against New Member in accordance with the terms hereof.

8. Miscellaneous.

(a) Assignments. Neither party shall assign, transfer or delegate its responsibilities herein to any third party without the written consent of the other party hereto.

(b) Amendments. This Agreement may be amended only by a written instrument signed by authorized representatives of both parties.

(c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) Captions and Headings. The captions and section headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any of the provisions thereof.

(e) Entire Agreement. As of the Effective Date, this constitutes the entire Agreement between the parties relating to New Member's membership in the Conference and supersedes any and all prior understandings, agreements, representations or undertakings relating to such subject matter, including without limitation the parties' Agreement dated March 4, 2011, under which New Member was admitted as an affiliate member of the Conference in the sport of football (the "Affiliate Membership Agreement"). Upon the Effective Date of this Agreement, the Affiliate Membership Agreement shall become null and void and without effect, and New Member's membership in the Conference with regard to all Conference sports, including football, shall be governed by this Agreement.

(f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic mail (e-mail) or other electronic transmission, including DocuSign or PDF, shall be effective as delivery of a manually executed counterpart of this Agreement.

(g) Execution Deadline. This Agreement must be signed by New Member no later than 11:59 p.m. Mountain Time on October 14, 2024.

[Signature page follows.]


IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below their respective signatures, intending to be bound as of the Effective Date.

MOUNTAIN WEST CONFERENCE

By: 
Gloria Nevarez, Commissioner

Date: October 14, 2024

UNIVERSITY OF HAWAII

By: 
David Lassner, President

Date: _____

[Signature Page to Membership Agreement]

EXHIBIT A
CONFIDENTIAL BUSINESS TERMS

Mountain West Conference (the “Conference”) and University of Hawai’i (“New Member”) agree that New Member’s admission as a Conference Member will be subject to the following confidential business terms:

1. Waiver of Entrance Fee. The Conference waives its right to collect, and New Member will not be required to pay, the Conference’s standard entrance fee of \$[REDACTED].
2. Payment of Big West Exit Fee and Related Costs. The Conference will pay New Member up to but not more than \$[REDACTED] to cover any exit fee owed by New Member to the Big West Conference (“Big West”) and any related costs associated with homing the four sports New Member currently plays in the Big West that are not sponsored by the Conference. These fees and costs will be paid by the Conference no earlier than July 1, 2026.
3. Revenue Share. As a Conference Member, New Member will receive its full share of Conference revenue in accordance with the revenue distribution formula adopted by the Conference Board, as that formula may be amended from time to time. In the first year of New Member’s membership in the Conference (beginning July 1, 2026), New Member’s share of Conference revenue is estimated to be \$[REDACTED] which will include the guaranteed amount of \$[REDACTED] in media revenue.
4. Travel Subsidies. New Member will not be required to pay travel subsidies to other Conference Members for sports other than football that are sponsored by the Conference and in which New Member participates. For the 2026-2027 and the 2027-2028 football seasons, New Member will pay annual football travel subsidies to the other six current Conference Members as follows: (a) \$[REDACTED] per game to current Conference Members located in California; and (b) \$[REDACTED] per game to all other current Conference Members. New Member will not be required to pay annual football travel subsidies to Conference Members admitted to the Conference on or after July 1, 2026. Also, New Member will not be required to pay annual football travel subsidies to any Conference Member after the 2027-2028 football season.
5. Grant of Rights Agreement. As a condition of being admitted to the Conference as a Conference Member, New Member must sign and agree to be bound by the Conference’s Grant of Rights Agreement, which is effective from July 1, 2026 through June 30, 2032. Among other things, the Grant of Rights Agreement specifies the source and amount of incentive payments to be made by the Conference to its current Conference Members, and requires every current and future Conference Member to grant to the Conference all media rights necessary for the Conference to perform its media contracts.
6. Additional Incentive Payment. In addition to the incentive payments New Member is entitled to receive under the MOU, the Conference will pay New Member \$[REDACTED] of the \$[REDACTED] Recruiting Reserve described in paragraph 5(b) of the MOU.

[Exhibit A to Membership Agreement]

7. Annual Dues and Assessments. As a Conference Member, New Member will pay full member annual dues currently estimated to be \$ [REDACTED] per year, as well as such other assessments as may be duly levied upon Conference Members by the Conference Board pursuant to the Conference Documents.

8. New Football Stadium. New Member will provide all appropriate assistance so that the State of Hawai'i constructs a new FBS level football stadium comparable to the football stadiums of other peer institutions within the Conference as soon as practicable, but no later than June 30, 2032.

9. Basketball Expense Budget. On or before the beginning of the 2026-2027 basketball season, New Member will increase its men's basketball expense budget to at least \$ [REDACTED].

[Exhibit A to Membership Agreement]