

## **Columbia Development Authority (CDA) Policies**

These are the policies adopted by the CDA Board of Directors. The date of the board meeting at which each policy was adopted is indicated below.

Public Records Request Policy – Adopted 10/25/2022

Director Involvement Policy – Adopted 7/25/2023

Financial Policy – Adopted 7/25/2023

Public Disclosure Policy – Adopted 7/25/2023

Insurance Policy – Adopted 8/22/2023

Anti-Discrimination Policy – Adopted 3/26/2024



Procurement Policy – Adopted 11/25/2025

Credit Card Policy – Adopted 12/16/2025

Board Appointment of Interim Director Policy – Adopted 1/30/26

Conflict of Interest Policy – Adopted 2/24/2026

Media Policy – Adopted 2/24/2026

 <b>Columbia Development Authority</b>	<b>EFFECTIVE DATE 10-25-2022</b> <hr/>	<b>PAGE NUMBER</b> Pages 1 of 2
	<b>REFERENCE/AUTHORITY Board Approval on 10-25-2022</b>	
<b>POLICY OWNER</b> Columbia Development Authority (“CDA”)		
<b>SUBJECT</b> Public Records Requests Policy	<b>APPROVED SIGNATURE</b>  Greg Smith, Executive Director	

**PURPOSE**

This Public Records Requests Policy is intended to support the CDA with consistency by establishing standards for the CDA relating to charging practices and policies for fulfilling requests for public records and providing a standard process for the CDA to use when evaluating requests to reduce or waive fees assessed for fulfilling a request.

The CDA shall review and, if necessary, update its Public Records Request charging policies and practices from time to time.

**APPLICABILITY & PROCESS**

This Policy applies to the Columbia Development Authority.

Columbia Development Authority is not an agency of the State of Oregon (see Amended and Restated Columbia Development Authority Intergovernmental Agreement (2014)), nor is it a public body as that term is defined in the Oregon Public Records Laws. See ORS 192.311(4). However, pursuant to its Intergovernmental Agreement, CDA “shall be subject to the requirements of the...Public Records...laws of the State of Oregon.” Amended and Restated Columbia Development Authority Intergovernmental Agreement, Section 5.d.

The requirements in this Policy do not supersede, modify or replace the existing or other legal responsibilities of the Columbia Development Authority.

The Columbia Development Authority is the “custodian” as defined in ORS 192.311(2) for purposes of responding to a public records request submitted in compliance with this policy.

The executive assistant for the Columbia Development Authority shall receive and process all public records requests submitted to the CDA in compliance with this Policy.

Within five business days of receipt of a written request to inspect or receive a copy of a public record submitted in compliance with this policy, CDA shall acknowledge receipt of the request or complete the public body’s response to the request. An acknowledgment under this subsection must:

- (a) Confirm that CDA is the custodian of the requested record;
- (b) Inform the requester that the CDA is not the custodian of the requested record; or
- (c) Notify the requester that the CDA is uncertain whether the public body is the custodian of the requested record.

Within fifteen business days or as soon as reasonably possible, the CDA shall:

- (a) Complete its response to the public records request; or
- (b) Provide a written statement that the CDA is still processing the request and a reasonable estimated date by which the CDA expects to complete its response based on the information currently available.

Upon receipt of a public records request, CDA staff and directors shall deliver responsive public record documents to the executive assistant within five business days of receipt of the public records request (which shall be shared upon receipt with the CDA board and staff) so as to facilitate a timely response to any public records request.

Pursuant to ORS 192.311(5):

(a) "Public record" includes any writing that contains information relating to the conduct of the public's business, including but not limited to court records, mortgages, and deed records, prepared, owned, used or retained by a public body regardless of physical form or characteristics.

(b) "Public record" does not include any writing that does not relate to the conduct of the public's business and that is contained on a privately owned computer.

## **EXHIBITS**

- **EXHIBIT A: Public Records Request Form & Submission**
- **EXHIBIT B: Standardized Fee-Schedule**
- **EXHIBIT C: Public Interest Threshold Evaluation Form (Fee-Waiver or –Reduction Request)**

## **Exhibit A: Public Records Request Form & Submission**

### **Public Records Request Form & Submission**

Any person (as defined in ORS 192.311(3)) who seeks to inspect a public record (as defined in ORS 192.311(5)) shall submit a written request to the Columbia Development Authority in compliance with the following:

All public records requests to the Columbia Development Authority, including requests to its staff and directors, shall be submitted in writing by regular United State mail to:

Debbie Pedro, Executive Assistant  
Columbia Development Authority  
P.O. Box 200  
Boardman OR 97818

If a person who is a party to a civil judicial proceeding to which CDA is a party, or who has filed a notice under ORS 30.275 (5)(a), asks to inspect or to receive a copy of a public record that the person knows relates to the proceeding or notice, the person must submit the request in writing to Debbie Pedro and, at the same time, to:

Schwabe  
Attn: Elizabeth Howard  
1211 SW 5<sup>th</sup> Ave., Suite 1900  
Portland, OR 97204

A public records request will be deemed received on the date it is received in compliance with the above requirements.

## **Exhibit B: CDA Standardized Fee-Schedule**

### **Standard Fee-Schedule**

Except as noted below, the CDA will waive 30 minutes of staff time for all Public Records Requests after which fees may be assessed for additional staff time, applicable services and supplies required to fulfill a Public Records Request in accordance with the applicable fee-schedule below.

The CDA may deny eligibility for the 30-minute waiver if abuse by the requester is determined to exist either by:

- a) Fragmenting a request that if taken in the aggregate would amount to significantly more than 30 minutes; or
- b) Submitting multiple small requests in a short time-frame causing an undue burden on the CDA.

The hourly rate charged for staff time (more than 30 minutes) will be based on the level of skill or expertise required to complete the work performed. Meaning, if work done to fulfill a request requires clerical-level skills, CDA may only charge the clerical hourly rate time spent on that portion of the work (as a maximum), even if a managerial-level or professional-level employee actually fulfills the request on behalf of the CDA.

The CDA will not charge for staff time spent witnessing records inspection when the estimated cost of making public records available for inspection is:

- less than the cost of providing the requestor with a copy of the public record; or
- insignificant (requested public records are readily accessible and do not require review, redaction or segregation).

Fees will be charged for staff time required to redact exempt information from requested public records prior to release. Fees will be charged for staff time required to organize, summarize, compile or tailoring the public records to meet the request. ORS 192.324.

### **Staff time**

Fees for staff time required to fulfill a Public Records Request shall not exceed:

- **\$25/hour for Clerical** (administrative, office specialists, other support staff)
- **\$37/hour for Executive Director**
- **Attorney and other applicable legal fees:** at the actual hourly rate charged for Public Records Request-related services. Attorney fees may not be charged for determining the applicability of the provisions of ORS 192.311 to 192.478. [ORS 192.324](#).

### **Production of Responsive Records**

Fees generated by providing paper or electronic copies to requesters:

- **Copies:** Based on current state printing and distribution price list.
- **Media:** Based on copy and copy size.
- **Postage:** Based on current postal rates.

### **Additional Cost Considerations**

Miscellaneous fees related to production and release of responsive records:

- Costs of software companies/contracts (as needed to manage the volume of request)
- Other 3<sup>rd</sup> party costs (in extreme circumstances)

## **Exhibit C: Public Interest Fee-Waiver or -Reduction Request**

### **Public Interest Threshold Evaluation Form**

#### **HOW TO USE THIS FORM:**

A public body is statutorily required to consider and grant reasonable requests to waive and/or reduce fees associated with fulfilling a public records request when doing so is in the public interest because providing access primarily benefits the general public.

The Public Interest Threshold Evaluation provides public bodies with standardized criteria to use when evaluating a request for a fee-reduction/waiver submitted by a public records requestor under ORS 192.440(5). CDA shall consider each factor to determine whether the public interest in disclosure of the requested records warrants granting a fee-reduction/waiver.

All requests for a Public Interest Fee-Waiver or -Reduction will be evaluated on a case-by-case basis using information provided by the requestor as well as information independently available to CDA.

#### **ADDITIONAL GUIDANCE:**

- To adequately balance transparency and accessibility with the prudently safeguarding public funds and resources, fee-waivers and -reductions should be granted when the statutory standard has been met – when disclosure will primarily benefit the general public.
- A request to waive or reduce fees related to a public records request, that requires substantial CDA resources to complete, may be denied if the interest of the general public would be better served by preserving CDA resources.
- The public interest is not a fixed concept, and the balance of public interest may change over time. It may shift as information becomes older or in the light of issues of the day. The circumstances at the time of the request will be considered.
- A genuine public interest in the subject matter of a request is required as the basis for granting a waiver. The public interest is not necessarily the same as what interests the public. The fact that a topic has been discussed in the media does not automatically mean that there is a public interest in disclosing the information that has been requested about it.
- This standardized fee-structure does not supersede, modify or replace the existing legal responsibilities of the CDA. The CDA must continue to meet obligations required by applicable laws, policies, procedures and standards including without limitation: public records laws, privacy laws and regulations and fees for certain public records as defined in statute.

#### **Note:**

**Requests for fee-reduction or waiver will be evaluated on a case-by-case basis based on:**

- **The information provided by the requester; and**
- **The totality of circumstances at the time of the request.**

**Previous requests and evaluations will not be considered as part of the evaluation.**

## **DIRECTOR INVOLVEMENT POLICY**

Adopted 7/25/2023

- ï All board members are legally responsible for the organization and are expected to actively monitor the organization's financial health as well as its substantive work.
- ï Board members are expected to attend all full board meetings, and to notify the Executive Director in advance if they will miss a meeting. Attendance at the Board of Directors Annual Meeting is mandatory. A board member who misses several consecutive board meetings will be contacted by an officer to review their willingness and availability to continue serving.
- ï Every board member is expected to become well informed about CDA's work and organizational management. This can be accomplished by regularly attending meetings and events; and attending and participating in regularly scheduled board meetings.
- ï Board members are expected to ensure that no conflict of interest exists in their role as a board member, and to inform the Executive Director should any potential conflict arise.

## FINANCIAL POLICY

Adopted 7/25/2023

The current signatures on the CDA bank account are Kim Puzey, Lisa Mittelsdorf, John Shafer, JD Tovey, and Jeff Wenholz.

Disbursements reimbursing directors for CDA expenditures required two signatures. All other disbursements require two signatures.

**1. Separate financial duties.** Effective internal controls limit any single individual from having control over two or more phases of a financial transaction or operation. Generally, duties should be segregated into four categories: individuals with access to assets; individuals with access to accounting systems and accounting records; individuals in management or control positions; and individuals exercising independent oversight, such as the Executive Director or the board or directors.

**2. Reconcile and examine bank statements monthly.** The CDA's bank statements should be reconciled monthly by someone who does not sign checks on behalf of the organization. In addition, copies of checks, wire transfer information, and other information relating to deposits and withdrawals should be maintained along with the monthly statement. Checks and other expenditures should be examined to verify that the payments are consistent with the organization's activities and that the expenditures were appropriate.

If the organization banks online, it should still be sure it is regularly downloading or printing and storing its bank statements, deposit slips, check images, and similar documents. Banks routinely charge fees to access older records.

**3. Cash handling procedures.** Cash transactions should be recorded into QuickBooks or log to enable account reconciliation. It is important that any cash revenues be deposited to the CDA bank account as soon as possible, and that management verifies that the amount deposited matches the amount collected.

**4. Document income.** Revenue from sources other than cash (i.e., credit cards, checks, etc.), should also be entered into a QuickBooks or log, at the very minimum. Checks should be restrictively endorsed (for example: "for deposit only, ABC organization, First National Bank, account # 123456789) immediately upon receipt. Checks and deposit slips should be copied before they are deposited. Organizations that receive noncash donations should also adopt controls like that for cash donations to ensure that such donations are properly received, recorded, and accounted for.

**5. Control the use of credit and debit cards.** Credit and debit cards are convenient, but each authorized user increases the possibility that the cards will be used for improper purchases. If the organization uses credit or debit cards, it should limit the number of users and set policies regarding their use. Credit card statements, bank statements, and supporting documentation should be reviewed monthly by someone who is not on the list of authorized card users. This is currently monitored through the Port of Morrow.

The reviewer should confirm that each charge is supported by a receipt and documentation of the business purpose of the expense and is monitored through the Port of Morrow.

**6. Control the disbursement process.** All disbursements should be approved by CEO other than the person who physically makes the payment. The approver should confirm that the payment is supported by an appropriate check request, invoice and/or purchase order, that the same invoice is

not paid more than once, and that the stated amount of goods or services were truly received by the CDA. The CDA's list of vendors should be reviewed for reasonableness, duplication, on a regular basis. Cash expenditures should be avoided to the extent possible. Consistent with the proper segregation of duties, a single person should not be responsible for the collection, deposit, and reconciliation of cash receipts or other sources of income. If it is necessary to make payments in cash, those payments should be fully documented through advance approval, signed receipts by persons receiving cash, and expense vouchers or other documentation that the cash was used appropriately.

**7. Control expense reimbursements.** The CDA requires all reimbursable expenses to be preauthorize by the Executive Director and the Port of Morrow.

Authorized expenses by the CEO should only be reimbursed if original receipts and other supporting documentation are submitted with the reimbursement requests. Under no circumstances should anyone ever write their own reimbursement check. Check stubs or copies of reimbursement checks should be retained along with authorization forms, reimbursement requests, and receipts. Monitored through the Port of Morrow.

**8. Use timesheets and proper payroll controls.** The CDA is generally required to report expenses on a functional basis, and payroll is often the CDA's largest expense. Organizations should require all employees to use a timekeeping system which allows time worked to be recorded which provides a mechanism for Executive Director's approval. Before paychecks are issued, the Executive Director should ensure that timesheets have been properly approved, payroll allocations are reasonable. This is currently monitored through the Port of Morrow.

**9. Utilize budgets.** The CDA will develop an annual budget process in which it estimates incoming revenue and outgoing expenses for the year. Currently the CDA's budget is a federal grant which pays all expenses.

**10. Utilize general ledger accounting and regular financial reports.** Organizations should use a system of general ledger accounting which enables categorizing and tracking income and expenditures. In addition to regular budget reports noted above, organizations should also regularly prepare and distribute statements of activity (commonly known as income statements) and statements of position (commonly known as balance sheets) for the board's review and consideration.

**11. Get it in writing.** Remember to document all internal control procedures in writing or in a protected digital format. For example: if you review and approve the timecard or reimbursement report to the port, you should immediately sign and date the report. If you perform an internal control procedure but fail to document that fact, the organization cannot prove that its internal controls are being implemented.

**12. Appoint a grants manager.** The CDA has appointed a dedicated individual who is responsible for reviewing all grants and/or contracts received by the organization, understanding the " fine print," and ensuring that all grant/contract terms and deadlines are met. This obligation is fulfilled by CDA staff. The requirement for each funding source may be unique and complex. The organization risks the loss of important financial support if it fails to study, understand, and adhere to grant requirements such as timesheet tracking, expense budgets, quarterly reports, or other obligations, the Port of Morrow is CDA grant administrator.

**12. Have a data back-up plan.** The CDA ensures that they are backing up any electronically stored financial data in the event of a computer outage. The CDA should also ensure that they have

alternative arrangements in place to address a situation in which the person who is normally responsible for the organization's finances becomes suddenly unavailable.

## **PUBLIC DISCLOSURE POLICY**

Adopted 7/25/2023

Except as required by law, CDA records are confidential. However, the CEO may determine when it is appropriate to share CDA records, such as for grant applications.

## INSURANCE POLICY

Adopted 8/22/2023

The CDA shall maintain commercial general liability insurance that evidences coverage in the amount of at least \$5mm per occurrence and \$25mm in the aggregate against any loss, damage or injury.

The CDA shall maintain commercial automobile liability insurance covering owned, hired and non-owned vehicles, which insurance shall evidence coverage with combined single limits of at least \$2mm.

The CDA shall require its tenants and contractors to i) carry level of liability insurance evidencing coverage appropriate for the value of the leased property and fixtures thereon or reflecting the work to be performed, respectively; ii) carry insurance that names CDA as an additional insured; and iii) ensure that their insurer will waive the right of subrogation against CDA's insurers.

The CDA shall require that professional engineers under contract with CDA will have insurance that evidences the following coverage:

i) general liability insurance with a per occurrence limit of \$2 mm and aggregate of \$5mm; or, if lower limits, an umbrella policy of \$5mm.

ii) professional coverage with \$3mm per claim and an aggregate of \$5 mm; or, if lower limits, an umbrella policy of \$5mm.

iii) commercial automobile liability insurance covering owned, hired and non-owned vehicles, with combined single limits of at least \$2mm; or, if lower limits, an umbrella policy of \$5mm.

The CDA shall require that all professional engineers name CDA as an additional insured and wave any right of subrogation.

The CDA shall require that all policies of insurance contain endorsements that the insurer(s) shall give CDA at least 30 days advance written notice of any cancellation, termination, material change or lapse of insurance.

The CDA shall require that all tenants, contractors, and engineers maintain Workers' Compensation, disability benefits or similar insurance as required by the laws of the State of Oregon.

## **ANTI-DISCRIMINATION POLICY**

Adopted 3-26-2024

The Columbia Development Authority shall comply with applicable federal civil rights and Oregon state civil rights laws and does not discriminate on the basis of race, color, national origin, religion, sex, families with children, marital status, honorably-discharged veteran or military status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, in the administration of its programs and activities.

## PROCUREMENT POLICY

Adopted 11/25/2025

**AWARD.** The selection of a person or entity to provide goods, services or public improvements under a public contract. The award of a contract is not binding on Columbia Development Authority until the contract is executed and delivered by the Board of Directors 1.01

Purpose

1.02 Definitions

1.03 Local Contract Review Board 1.04 Model Rules

1.05 Public Contracts

1.06 Exemptions

1.07 Public Improvement Contracts by Competitive Quotes

1.08 Method of Offer, Bid or Proposal

1.09 Protests

1.10 Disposition of Personal Property

### ***Public Contracting Code of Conduct***

1.20 Public contracting code of conduct

### ***LOCAL CONTRACT REVIEW BOARD RULES***

#### **§ 1.01 PURPOSE.**

These rules are promulgated by the CDA pursuant to the authority granted to that Board by ORS 279A.060 and 279A.070, for the purpose of establishing the rules and the procedures for contracts entered into by the CDA.

(passed [Date])

#### **§ 1.02 DEFINITIONS.**

For these rules, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**BOARD.** The CDA Board Members shall act as the Local Contract Review Board for CDA.

**COMPETITIVE QUOTES.** Offers from competing vendors. The solicitation may be by advertisement or a request to vendors to make an offer. The solicitation and the offer may be in writing or oral.

**PUBLIC CONTRACTING CODE.** ORS Chapters 279A, 279B and 279C, as implemented by these rules.

#### **§ 1.03 LOCAL CONTRACT REVIEW BOARD.**

Except as otherwise provided in these Rules, the powers and duties of the local contract review board under the Public Contracting Code shall be exercised and performed by the CDA Board, and all powers and duties given or assigned to contracting agencies by

the Public Contracting Code shall be exercised or performed by the Board of the CDA or its designee.

#### **§ 1.04 MODEL RULES.**

Except as otherwise provided in these Rules or by rule or order of the Board, the Model Public Contract Rules, Oregon Administrative Rule 137, divisions 46, 47, 48 and 49, (“Model Rules”), adopted by the Oregon Attorney General and from time to time amended, shall be the rules of the Board. Where reference is made in these Rules to any provision of the Public Contracting Code, unless the CDA rules provide otherwise, the corresponding provisions of the Model Rules shall also apply.

#### **§ 1.05 PUBLIC CONTRACTS.**

All CDA Contracts, as defined by ORS 279A.010, will be procured and awarded as provided by the Public Contracting Code as implemented by these rules.

#### **§ 1.06 EXEMPTIONS.**

A. The Board may award a public contract under Public Contracting Code exemptions or as Special Procurement pursuant to the requirements of ORS 279B.085. Such procurements allow CDA to enter into one or more contracts over time without following the requirements of competitive sealed bidding, competitive sealed proposals or intermediate procurements.

B. Exemptions and Class Special Procurements The Board declares the following as exemptions or classes of special procurements:

(1) *Public Contracting Code Exception.* Any contract exempted by the Public Contracting Code and Oregon Administrative Rules, except as set out in these rules.

(2) *Sole Source* - Single seller or price of products required. Contracts for purchase where there is only one seller or product of the quality available.

(3) *Emergency.* If the Board, by majority vote of members present, determines that emergency conditions require prompt execution of the contract. A determination of such an emergency shall be entered into the record of the meeting at which the determination is made.

(4) *Contracts with public agencies.* Contracts made with, or the cost of which is provided by, other public agencies.

(5) *Contracts with federal programs.* Purchases through federal programs as a procurement made under 10 USC §381, the Electronic Government Act of 2002 (P.L. 107-347) or other federal law that is determined by Board similar to those provisions in effectuating or promoting transfers of property to contracting agencies. Purchases would include those administered by the United States General Services Administration for procurement by local governments.

(6) *Personal service contracts and personal services.* A personal services contract is a contract primarily for the provision of services that require specialized technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of discretionary judgment skills, and for which the quality of the service depends on attributes that are unique to the service provider. Such services include, but are not limited to, the services of architects, engineers, attorneys, auditors and other licensed professionals, artist, designers, computer programmers, performers, consultants and property managers. The Board or its designee shall have discretion to determine whether a particular type of contract or service falls with the foregoing definition and this exemption and if any further procurement requirements will be necessary.

(7) *Contracts for price regulated items.* Contracts for the purchase of goods or services where the rate or price for the goods or services being purchased is established by federal, state or local regulatory authority.

(8) *Allocated petroleum products.* Contracts for the purchases of petroleum products if such purchase is required to be made from a particular supplier as a result of a federal allocation or if purchase from other than an established supplier could jeopardize an allocation or future supply of such petroleum products.

(9) *Asphaltic concrete and rock.* Contracts for the purchase of asphaltic concrete and rock where the material is to be used for maintenance. Where practicable, Two Quotes shall be obtained.

(10) *Copyrighted or patented materials.* Contracts for the purchase of copyrighted or patented materials where there is only one supplier available for such goods.

(11) *Advertising contracts.* Contracts for the purchase of advertising, including that intended for the purposes of giving public or legal notice.

(12) *Investment contracts.* Contracts for the purpose of investment of public funds or the borrowing of funds.

(13) *Requirements contracts.* Purchases of goods or services from a supplier when the price of the goods and services has been established under a previous competitive bid requirements contract whereby it is agreed to purchase requirements or an anticipated need at a predetermined price.

(14) *Used Personal Property or Equipment.* The CDA may directly purchase used personal property and equipment that can be purchased for a lower cost than substantially similar new property or equipment. Used property and used equipment is property or equipment that has been placed in use by a previous owner or user for a period of time, and which is recognized in the relevant trade or industry, if there is one, as qualifying the personal property as "used." Used personal property or equipment generally does not include property or equipment if the CDA was the previous user, whether under a lease, as part of a demonstration, trial or pilot project

or similar arrangement. To the extent practicable, competitive bids are to be obtained for such used personal property or equipment.

(15) *Computer Equipment.* Contracts for purchase or acquisition of computer equipment (hardware or software) may be let without competitive bid subject to the following conditions:

(A) Prior to selection of the contractor, reasonable efforts have been made to solicit proposals from all known vendors. If the amount of the contract exceeds \$20,000, written proposals shall be solicited from appropriate vendors appearing on the list composed by the Computer Information Services or its successor or by publication of an advertisement in a major trade publication of general circulation.

(B) The contractor is selected on the basis of the most competitive offer in both the cost and quality of the product to be purchased or acquired.

(C) Wherever a contract for computer equipment let pursuant to this exemption exceeds \$10,000, a written report shall be submitted to the Board. The report shall include:

1. The name of the company and, if applicable, the name of the retail vendor;
2. The reasons why competitive bidding was not appropriate;  
and
3. A description of the reasons why the contractor was selected and other proposals rejected.

(16) *Insurance contracts.* Contracts for insurance.

(17) *Equipment maintenance.* Contracts for the purchase of services, equipment or supplies for the maintenance, repair or conversion of existing equipment if required for the efficient utilization of the equipment. Where practicable, Two Quotes shall be obtained.

(18) *Non-Owned Property.* Contracts or arrangements for the sale or other disposal of abandoned property or other personal property not owned by CDA.

(19) *Utilities.* Contracts for the purchase of steam, power, heat, water, telecommunications services, and other utilities.

(20) *Contract amendments.* Any contract amendment, including change orders, extra work, field orders, and other change in the original specifications that changes the original contract price or alters the work to be performed, may be made with the contractor subject to the following conditions:

(A) The original contract imposes a binding obligation on the parties covering the terms and conditions regarding changes in the work;

(B) The amended contract does not substantially alter the scope or nature of the project; or

(C) If the amendment has the effect of substantially altering the scope or nature of the project, the amount of the aggregate cost change resulting from all amendments creating such new obligations shall not exceed 10% of the initial contract.

(21) *Additional Goods or Services.* Additional goods or services may be purchased even though the original contract did not provide unit prices or allow for additional purchases.

#### **§ 1.07 PUBLIC IMPROVEMENT CONTRACTS BY COMPETITIVE QUOTES.**

A. Public Improvement Contracts estimated by the Board not to exceed \$100,000, for highways, bridges and other transportation projects, may be awarded in accordance with by obtaining Two Quotes with the Board making the determination to award the contract to the prospective contractor whose quote will best serve the interests of CDA.

B. Contracts awarded under this section may be amended as provided by §36.07(2) (Ord. 2005-03, passed 3-2-2005)

#### **§ 1.08 METHOD OF OFFER, BID OR PROPOSAL.**

A. Unless submitted as a Competitive Quote, only original hard copy bids or proposals will be accepted, and facsimile and electronic offers, bids and proposals will be rejected as non-responsive

B. In lieu of publication in a newspaper of general circulation in CDA, the advertisement for an invitation to bid or request for proposals for a public contract may be published electronically by posting on the CDA website in the location within the website maintained on a regular basis for such posting.  
(Ord. 2005-03, passed 3-2-2005)

#### **§ 1.09 PROTESTS.**

A. Except as otherwise provided in the Public Contracting Code and Model Rules, a hearing before the Board or its designee (“hereinafter Board”) for any protests allowed or required by the Public Contracting Code, shall be conducted in accordance with the procedures contained in this section.

B. For purposes of this section, “Party” means:

(1) Each person entitled as of right to a hearing before the Board;

(2) Each person named by the CDA to be a party; or

(3) Any person requesting to participate before the agency as a party or in a limited party status which the CDA determines either has an interest in the outcome of the CDA's proceeding or represents a public interest in such result.

C. Parties may elect to be represented by counsel and to respond and present evidence and argument on all issues involved.

D. Unless precluded by law, informal disposition may be made of any case by stipulation, agreed settlement, consent order, default or written agreement.

E. The Board shall place on the record a statement of the substance of any written or oral ex parte communications on a fact in issue made to the member or officer during the pendency of the proceeding and notify the parties of the communication and of their right to rebut such communications.

F. The record in support of a decision shall be made at the time set for hearing or any extension thereof approved by the Board. Testimony may be given without oath or affirmation. Cross-examination of witnesses by parties shall not be allowed. Provided however, the Board may question any witness appearing before it. A verbatim oral, written or mechanical record shall be made of all motions, rulings and testimony. The Board shall ensure that the record developed at the hearing shows a full and fair inquiry into the facts necessary for consideration of all issues properly before the presiding officer. The record need not be transcribed unless requested for purposes of court review. The party requesting transcription shall pay the cost thereof unless the Board determines on affidavit the indigency of the requesting party.

G. Evidence in contested cases.

(1) In contested cases, irrelevant, immaterial or unduly repetitious evidence shall be excluded but erroneous rulings on evidence shall not preclude action on the record unless shown to have substantially prejudiced the rights of a party. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their serious affairs shall be admissible. The Board shall give effect to the rules of privilege recognized by law. Any part of the evidence may be received in written form.

(2) All evidence shall be offered and made a part of the record in the case, and except for matters stipulated to and except as provided in paragraph (4) of this subsection, no other factual information or evidence shall be considered in the determination of the case. Documentary evidence may be received in the form of copies or excerpts, or by incorporation by reference. The burden of presenting evidence to support a fact or position in a case rests on the proponent of the fact or position.

(3) Every party shall have the right to submit rebuttal evidence.

(4) The Board may take notice of judicially cognizable facts. Parties shall be notified at any time during the proceeding but in any event prior to the final decision of material officially noticed and they shall be afforded an opportunity to contest the facts so noticed.

H. The Board will make its decision within the time requirements of the Public Contracting Code and Model Rules.

(Ord. 76-01, passed 11-24-76; Ord. 2005-03, passed 3- 2-2005)

### **§ 1.10 DISPOSITION OF PERSONAL PROPERTY.**

Personal property of CDA may be disposed of without competitive bidding under any of the following conditions:

(1) There are specific statutory procedures for the sale of the type of property involved and the property is disposed of according to those procedures.

(2) The property has a value of less than \$1000 unless otherwise provided by statute; or

(3) The Board finds that competitive bids would be inappropriate for the type of property involved. A report of all sales made under this division shall be made to the Board and shall include the reasons that competitive bids were deemed inappropriate.

(4) Any personal property acquired with government funds may be subject to terms and conditions stated in various agreements and regulations. Any disposition of personal property must be in accordance with the terms of these agreements and regulations. Limitations may include contact with federal or state agency, method of disposition, and distribution of proceeds.

(Ord. 76-01, passed 11-24-76; Ord. 2005-03, passed 3- 2-2005; Ord. 2010-06, passed 8-18-2010)

### ***PUBLIC CONTRACTING CODE OF CONDUCT***

#### **§ 1.20 PUBLIC CONTRACTING CODE OF CONDUCT.**

(A) No employee, officer, or official of the CDA, or agent thereof, will participate in the selection, or in the award or administration of a contract, if a conflict of interest, as defined in ORS Chapter 244, real or apparent, will be involved.

(B) No officer or employee of the county, or its designees or agents, no member of the governing body and no other public official of the CDA, who exercises any functions or responsibilities with respect to any public contract during their tenure, or for one year thereafter, shall have any interest, direct or indirect, in work to be performed in connection with such a contract. All public contracts and subcontracts for the county shall incorporate, or cause to be incorporated, a provision prohibiting such an interest. (Ord. 94-08, passed 5-18-94).

Credit Card Policy  
Adopted 12/16/2025

**I. PURPOSE**

These policies and procedures are for credit cards issued to the Columbia Development Authority (CDA). Credit cards are to be used for expenses incurred in the performance of job duties or other assigned responsibilities directly relating to the CDA's purposes.

The responsibility to observe these guidelines rests with the credit card user. Transactions should be processed for only reasonable and customary expenses. The burden of determining whether a particular expense is acceptable rests with each individual prior to incurring the expense.

**II. POLICY**

Credit cards are issued only to the executive director and to the CDA.

Employees are personally responsible and liable for all purchases made with the company credit card should there be unallowable purchases.

Expenses must be business related.

Expenses cannot be paid to organizations that should be paid through the normal Accounts Payable billing process.

Failure to comply with these requirements could result in termination of the right to have possession of a company credit card.

**III. PROCEDURE**

**A. The Credit Card Holder is responsible for:**

1. Maintaining all receipts for credit card purchases.
2. Ensuring that any purchases made by anyone other than the card holder has a written pre-authorization for the specific purchase signed by the cardholder.
3. Reconciling the monthly statement and submitting all receipts to the accounting department within ten (10) days of the close of the statement.

**B. The Executive Director is responsible for:**

1. Ensuring that there is adequate reporting to the board of amounts paid by credit card.
2. Ensuring that all purchases made by the credit card holder meet the qualifications of a credit card transaction, has supporting documentation establishing it was for a business purpose, and the purchase was proper.
3. Ensuring that all monthly reconciliations are reviewed and approved prior to being submitted to ensure that all receipts are included, accurate, documented, and authorized work-related transactions.

**C. Support for Expenses:**

1. The following support for Credit Card purchases will be required for all travel and business expenses:

Air Transportation	Airline ticket “receipt” coupon and copy of invoice
E-Tickets	Airline “receipt/itinerary” and charge-card receipt
Car rental	Car rental agreement and charge-card receipt
Personal Auto	Miles driven or original gas receipts (not both)
Lodging	Itemized hotel bill and charge-card receipt (if applicable)
Meals	Detailed restaurant or hotel bill receipt and charge-card receipt. (If applicable: names, positions, company of the persons entertained and business purpose)
Conference	Agenda (meeting schedule) and paid receipt
Telephone	Hotel bill or cellular phone bill
Taxi, Other Non-private Transportation	Receipt or bill

2. A receipt is a written acknowledgement that a specified remittance, article or delivery has been made. At a minimum, the name of the payee and guest(s), date and amount should appear on the receipt. Receipts **must** be submitted for all expenses.

#### **IV. PERSONAL USE OF COMPANY CREDIT CARD**

Personal use of any company credit card is prohibited. If an employee uses a company credit card for personal purchases in violation of this policy, the cost of such purchase(s) or transaction will be the financial responsibility of that employee. If the employee does not immediately reimburse the CDA, the cost of such purchase(s) will be considered an advance of future wages payable to that employee, and will be recovered in full from the employee's next paycheck; any balance remaining will be deducted in full from subsequent paychecks until the wage advance is fully repaid.

If an employee uses a company credit card for any other type of unauthorized transaction in violation of this policy, i.e., incurs financial liability on the CDA's part that is not within the scope of their duties or authorization to make business-related purchases, the cost of such purchase(s) or transaction will be the financial responsibility of that employee or board member. If the employee does not immediately reimburse the company, the employee will be expected to reimburse the company via deductions from pay until the unauthorized amount is fully repaid.

Any deductions will be in the amount of the unauthorized purchase(s), but if a deduction for such amount would take the employee below minimum wage for the workweek in question, the deductions will be in two or more equal increments that will not take the employee's pay below minimum wage for any workweek involved.

#### **V. AGREEMENT FOR WAGE DEDUCTIONS ASSOCIATED WITH IMPROPER USE OF COMPANY-ISSUED CREDIT CARDS**

I, \_\_\_\_\_, hereby certify that I understand and agree to abide by CDA's policy regarding use of company-issued credit cards, a copy of which I have received, and which has been explained to me. I agree that if I make any personal purchases (i.e., transactions for the benefit of anyone or anything other than the CDA) in violation of that policy, the amount of such purchases is an advance of future wages payable to me, that CDA may deduct that amount from my next paycheck, and that if there is a balance remaining after such deduction, CDA may deduct the balance of the wage advance from my future paychecks until the amount is repaid in full.

I further agree that if I make any non-personal transactions in violation of the policy in question, i.e., incur financial liability on CDA's part that is not within the scope of my duties or my authorization to make business-related purchases, I am financially responsible for any such expenses and agree to reimburse CDA via wage deductions for such amounts until the unauthorized amounts are fully repaid.

Any deductions from my paycheck pursuant to this policy will be in the amount of the unauthorized purchase(s), but if such amount would take my pay below minimum wage for

the workweek in question, the deductions will be in two or more equal increments that will not take my pay below minimum wage for any workweek involved.

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Signature of Employee

Date

**Columbia Development Authority**  
**Policy for Appointment of Interim Executive Director**  
**Adopted January 30, 2026**

**1. Board Authority.**

In the event of a sudden vacancy in the Executive Director position, the Board of Directors has the authority to appoint an Interim Executive Director. The Board may make this appointment via direct selection without a competitive search to ensure organizational stability.

**2. Duration and Terms.**

The Interim Executive Director role is temporary. The Interim Executive Director position will be for a period defined by the Board and employment will be at-will.

**3. Authority of the Interim Executive Director**

The Interim Executive Director is granted the full authority that would normally be given to a permanent Executive Director to include personnel, financial, program, and community relations decisions except for those explicitly requiring Board approval.

**4. Salary for Interim Executive Director**

The Interim Executive Director who is an internal candidate will be offered an appropriate temporary salary or an external candidate will be paid a salary agreed upon by the Board. Should the Executive Director vacancy exist because of a medical or other leave of absence, this salary shall remain in effect until the Executive Director has returned to work at a minimum of half-time.

**5. Board Oversight**

The Board Chair shall be responsible for monitoring the work of the Interim Executive Director and will be sensitive to the special support needs of the Interim Executive Director in this temporary leadership role.

**6. Communications Plan**

Immediately upon transferring the responsibilities to the Interim Executive Director, the Board will notify staff members. As soon as possible after the Interim Executive Director has begun covering an unplanned vacancy, the Board and the Interim Executive Director shall communicate the temporary leadership structure to key external stakeholders. When the temporary absence is planned, a communication plan will be developed and implemented in advance of the event.

# CONFLICT OF INTEREST POLICY

Adopted February 24, 2026

**1. Purpose.** The purpose of this Conflict-of-Interest Policy (the “**Policy**”) is to protect the Columbia Development Authority’s (the “**CDA**”) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Public Official (as defined below) of the CDA. This Policy is intended to supplement but not replace any applicable state and federal laws. All capitalized terms used herein but not otherwise defined will have the same meanings assigned to them in ORS 244.020.

## **2. Definitions**

**a. “Business”** means any corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual and any other legal entity operated for economic gain (but excluding any income-producing not-for-profit corporation that is tax exempt under section 501(c) of the Internal Revenue Code with which the Public Official or a Relative or Member of the Household of the Public Official is associated only as a member or board director or in a nonremunerative capacity).

**b. “Business with which the Public Official is associated”** means:

1. Any private business or closely held corporation of which the Public Official or a Relative or Member of the Household of the Public Official is a director, officer, owner or employee, or agent or any private business or closely held corporation in which the Public Official or a Relative or Member of the Household of the Public Official owns or has owned stock, another form of equity interest, stock options or debt instruments worth \$1,000 or more at any point in the preceding calendar year;
2. Any publicly held corporation in which the Public Official or a Relative or Member of the Household of the Public Official owns or has owned \$100,000 or more in stock or another form of equity interest, stock options or debt instruments at any point in the preceding calendar year;
3. Any publicly held corporation of which the Public Official or a Relative or Member of the Household of the Public Official is a director or officer; or
4. For Public Officials required to file a statement of economic interest under ORS 244.050, any business listed as a source of income as required under ORS 244.060(3) (*i.e.*, that produce 10 percent or more of the total annual household income).

**c. “Member of the Household”** means any person who resides with the Public Official.

d. **“Public Official”** means any person who is serving the CDA as an elected official, appointed official, employee or agent, irrespective of whether the person is compensated for the services.

e. **“Relative”** means:

1. The spouse, parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the Public Official;
2. The parent, stepparent, child, sibling, stepsibling, son-in-law or daughter-in-law of the spouse of the Public Official;
3. Any individual for whom the Public Official has a legal support obligation; and
4. Any individual for whom the Public Official provides benefits arising from the Public Official's public employment or from whom the Public Official receives benefits arising from that individual's employment.

### **3. Actual and Potential Conflicts of Interest.**

a. **“Actual Conflict of Interest”** means any action or decision or recommendation by a Public Official, the effect of which would be to the pecuniary benefit or detriment of the Public Official or a Relative or Member of the Household of the Public Official, or any “Business with which the Public Official (or a Relative or Member of the Household of the Public Official) is associated,” unless the benefit or detriment arises out of circumstances described in Section 3(b)(1)-(3) below.

b. **“Potential Conflict of Interest”** (collectively with Actual Conflict of Interest, a **“Conflict of Interest”**) means any action or decision or recommendation by a Public Official, the effect of which would be to the pecuniary benefit or detriment of the Public Official or a Relative or Member of the Household of the Public Official, or any “Business with which the Public Official (or a Relative or Member of the Household of the Public Official) is associated,” unless the benefit or detriment arises out of the following:

1. An interest or membership in a particular business, industry, occupation or other group required by law as a prerequisite to the holding by the Public Official of the office or position.
2. Any action in the Public Official’s official capacity which would affect to the same degree, either (a) all inhabitants of the state, or (b) a smaller class consisting of an industry, occupation or other group.
3. Membership in or membership on the board of directors of a nonprofit corporation that is tax-exempt under section 501(c) of the Internal Revenue Code.

### **4. Procedures.**

**a. Duty to Disclose.** In connection with any Conflict of Interest, a Public Official must publicly disclose such Conflict of Interest, including directly to the Board of Directors (the “**Board**”) and members of committees with Board delegated powers considering the proposed transaction or arrangement (the “**Committee**”).

**b. Participation with an Actual Conflict of Interest.** After publicly announcing an Actual Conflict of Interest, except as provided in sub-subsection (1) or (2) of this subsection, such Public Official will refrain from participating in any discussion or debate on the issue out of which the Actual Conflict of Interest arises or from voting on the issue.

1. If any Public Official’s vote is necessary to meet a requirement of a minimum number of votes to take official action, such Public Official is eligible to vote, but not to participate in any discussion or debate on the issue out of which the Actual Conflict of Interest arises.
2. If the official action is the adoption of a local budget under ORS 294.305 to 294.565 that includes providing compensation or benefits to the Public Official or a Relative of the Public Official, such Public Official is eligible to participate in any discussion or debate on the budget and to vote.

**c. Addressing Conflicts of Interest.**

1. The Board or Committee, as applicable, will, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
2. After exercising due diligence, Board or Committee, as applicable, will determine whether the CDA can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a Conflict of Interest.
3. If more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a Conflict of Interest, the Board or Committee, as applicable, will determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the CDA’s best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it will make its decision as to whether to enter into the proposed transaction or arrangement.

**d. Violation of this Policy.** If the Board has cause to believe a Public Official has failed to disclose a Conflict of Interest, it will inform such person of the basis for such belief and afford such Public Official an opportunity to explain the alleged failure to disclose. If, after hearing such Public Official’s response and after making further investigation as warranted by the circumstances, the Board determines the Public Official has failed to disclose a Conflict of Interest, the Board will take appropriate disciplinary and corrective action, including as required by Oregon law.

**5. Records of Proceedings.** The minutes of the meeting of the Board or Committee, as applicable, will contain:

- a.** the names of the persons who disclosed or otherwise were found to have a Potential or Actual Conflict of Interest in connection with a proposed transaction or arrangement,
- b.** the nature of the Conflict of Interest,
- c.** any action taken to determine whether a Conflict of Interest was present,
- d.** the Board's or Committee's decision as to whether a Conflict of Interest existed,
- e.** the Board's or Committee's decision as to whether a more advantageous transaction or arrangement from a person or entity that would not give rise to a Conflict of Interest exists,
- f.** the names of those persons present for discussions and votes relating to the Conflict of Interest and proposed transaction or arrangement,
- g.** the content of the discussions, and
- h.** a record of any votes taken in connection with the proceedings.

## **MEDIA POLICY**

Adopted February 24, 2026

- 1. Purpose.** The purpose of this Media Policy (the “**Policy**”) is to allow the Columbia Development Authority (“**CDA**”) to manage Media communication with community members and businesses by engaging in a thoughtful communications program.
- 2. Definitions.**
  - a. “**Media**” includes print (such as newspapers, magazines, and newsletters), online publications (such as journals, articles, and blogs), broadcast outlets (such as radio, television, and podcasts), and social media.
  - b. “**Authorized Spokespersons**” are persons authorized by the Board to speak to external parties on behalf of the CDA.
- 3. Responsibility.** The CDA receives requests for information from the Media by telephone, email, letter, or even during casual conversation at events attended by CDA representatives. Regardless of the form of inquiry, all Board Members and employees must follow this Policy to ensure responses that accurately reflect the views of the CDA.
- 4. Authorized Spokespersons.** Authorized Spokespersons may speak to external parties on behalf of the CDA in accordance with the terms herein. The Authorized Spokespersons for the CDA are:
  - a. Board Chair
  - b. Board Members
  - c. Executive Director

Notwithstanding the foregoing, the Board Chair is the final authority for the CDA’s Media communications.
- 5. Coordination.** To prevent communications that may result in negative Media coverage, Authorized Spokespersons must consult with the Board before responding to Media inquiries or participating in any Media interviews, provided, however, that Authorized Spokespersons may respond to routine Media questions without consulting the Board.
- 6. Social Media Use.** The CDA participates in social media only through officially authorized corporate channels. Persons who are not Authorized Spokespersons should not engage in social media activities on behalf of the CDA.
- 7. Fielding of Media Inquiries.** If contacted directly by the Media for information:
  - a. Do not respond to questions “off the cuff,” even if the answer is known. It is also not advisable to say “no comment,” since that constitutes a form of an answer. It may be misinterpreted to be an official CDA position and may even be used against the CDA.

- b. If not a Routine Media Question, a suitable answer is, “I am sorry I do not have the full information on that issue. I will send your request to the Board, who will respond to you promptly.”
  - c. Inquiries about a specific Board Member should be given to such Board Member. However, requests from broadcast Media (TV or Radio) for an interview with a Board Member or employee should be communicated to the Board Chair.
  - d. Accurately take down the following information:
    - i. the reporter's name, title, Media source, and contact information;
    - ii. the nature of the question or story; and
    - iii. the reporter's deadline for receiving the CDA’s response.
  - e. Be polite and explain that a representative of the CDA will call the reporter back promptly.
  - f. Do not let a deadline pass without a response.
- 8. Sensitive/Controversial Issues & Emergencies.** All Media statements or inquiries about sensitive or controversial issues are the responsibility of the Board Chair, who may coordinate a response, if any. During a crisis or major emergency, the Board Chair or an Authorized Spokesperson designated by the Board Chair, will be the main point of contact for the Media. The following are examples of potentially sensitive issues:
- a. Disruption in access due to physical site problems.
  - b. Emergencies such as fires, explosions, or accidents that result in damage to CDA or private property, or injury or death.
  - c. Pending or unresolved litigation.
  - d. Incidents of a criminal nature.
- 9. Media Coverage of Personal Interests and Views.** Board Members and employees have the right to their personal point of view; however, personal points of view may conflict with official CDA policy and could be detrimental to the overall mission of the CDA. The Media may also ask employees for their personal views on work-related activities or CDA-related issues. The CDA strives for a consistent approach to its Media communications, and personal points of view may conflict with the CDA’s official position. As such, if Board Members or employees choose to provide their personal points of view, they must avoid any confusion about whether statements are their own or those of the CDA.

When making any personal statements to the Media (whether about personal- or work-related issues):

- a. Clearly state that you are speaking on your own behalf and not on behalf of the CDA.
- b. Identify your statements and opinions as your own and not to be attributed to the CDA.

- c. Avoid making any statement that may be construed as the CDAs official position or policy on any particular issue.

**10. CDA Stationary.** Authorized Spokespersons, Board Members and employees may not use official CDA stationery other than as authorized by the Board. If a Board Member or employee chooses to name himself or herself as a CDA Board Member or employee in any personal letter or email to the Media, he/she must include a statement that the views expressed do not stand for the view of the CDA. The correspondence must clearly explain that it is the Board Member's or employee's personally held opinion. This shall also include social media posts.

- a. Similar disclaimers stand when a Board Member or employee addresses a public meeting, uses social media, or interviewed for a radio or television program, unless the Board Member or employee is officially representing the CDA as authorized by the Board.
- b. Board Members or employees who are standing in for the CDA in any of the above formats must identify themselves as an Authorized Spokesperson for the CDA.

**11. Proactive Media Contact.** Proactive Media contact will be as authorized by the Board Chair. This includes issuing non-routine press releases, use of social media, Media advisories, and personal contacts with reporters and editors for non-routine coverage.

**12. Errors and Other Concerns About Media Coverage.** Board Members and employees should notify the Executive Director and Board Chair as soon as possible if an error or other misinformation about the CDA in any Media coverage is noticed. Note the type of mistake that was made, where it was seen, and when.

**13. Policy Enforcement and Non-Retaliation.**

- a. Any employee, regardless of position or title, who violates any provision of this Policy will be subject to discipline, up to and including termination of employment.
- b. The Board will collectively address any violation of this Policy by a Board Member.
- c. If a Board Member or employee becomes aware of an actual or potential violation of this Policy, such person is encouraged to report it to the Executive Director and Board Chair immediately.
- d. The CDA prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting a violation of this Policy.

**14. Administration of This Policy.** The CDA expressly reserves the right to change, modify, or delete the provisions of this Policy without notice. All Board Members and employees are responsible for consulting and complying with the most current version of this Policy.

**15. Conduct Not Prohibited by This Policy.** This Policy is not intended to restrict communications or actions protected or required by state or federal law.