

**PORT OF GARIBALDI RESOLUTION NO. 2026-07**

**A RESOLUTION ADOPTING CONFIDENTIALITY, NON-DISCLOSURE, AND ETHICS POLICY UPDATES TO THE PORT ORGANIZATION MANUAL**

**WHEREAS**, the Port of Garibaldi is a public entity subject to Oregon law, including ORS 192.660 governing Executive Sessions and ORS 192.311–192.478 governing public records; and

**WHEREAS**, the Port Commission recognizes the importance of protecting confidential, sensitive, and legally exempt information; and

**WHEREAS**, the Port seeks to strengthen policies related to confidentiality, ethics, cybersecurity, and information handling for Commissioners and staff;

**NOW, THEREFORE, BE IT RESOLVED THAT:**

The Port Organization Manual is hereby amended as follows:

Chapter 2 “Port Commissioners” is amended to include a new section titled Non-Disclosure and Confidentiality


Chapter 4 “Personnel Policies and Procedures” is amended to include a new subsection under “What the Port Expects from You” titled Non-Disclosure

All Commissioners, employees, and applicable agents shall comply with these policies.

The General Manager is authorized to implement these policies, including requiring signed Confidentiality and Non-Disclosure Agreements from all Commissioners and staff.

These amendments shall take effect immediately upon adoption.

**APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS**  
this 13<sup>th</sup> day of May 2026.

  
\_\_\_\_\_  
Val Folkema, President

  
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Bob Browning, Vice President

## **POLICY MANUAL INSERT LANGUAGE**

### **CHAPTER 2 – PORT COMMISSIONERS**

#### **NEW SECTION: NON-DISCLOSURE AND CONFIDENTIALITY**

#### **NON-DISCLOSURE AND CONFIDENTIALITY**

##### **A. Purpose**

The purpose of this policy is to ensure that all Port Commissioners protect confidential, sensitive, and legally exempt information obtained in the course of their official duties. This policy supports compliance with applicable Oregon law, including Oregon Public Meetings Law ORS 192.660 and Oregon Government Ethics Law ORS Chapter 244.

##### **B. Confidential Information Defined**

Confidential information includes, but is not limited to:

1. Executive Session discussions and materials
2. Personnel matters and employee records
3. Security plans, emergency procedures, and vulnerability assessments
4. Pending or threatened litigation and attorney-client communications
5. Law enforcement information and active investigations
6. Lease negotiations, financial proposals, and proprietary lessee information
7. Any information exempt from disclosure under Oregon Public Records Law ORS 192.311–192.478

##### **C. Executive Session Compliance**

Commissioners shall not disclose any information obtained during Executive Sessions conducted pursuant to ORS 192.660 unless authorized by the Port or required by law.

##### **D. Ethics and Conflicts of Interest**

Commissioners shall:

- Comply fully with ORS Chapter 244
- Not use confidential information for personal, financial, or political gain
- Avoid actions that create actual or perceived conflicts of interest
- Disclose conflicts in accordance with state law and Port policy

### **E. Non-Disclosure Obligation**

Commissioners shall:

- Maintain strict confidentiality of protected information
- Limit use of such information to official Port business
- Refrain from informal or unauthorized disclosure, including through personal communications or social media

### **F. Cybersecurity and Information Handling**

Commissioners shall:

- Use only authorized systems for Port business
- Not store or transmit confidential information on personal devices unless authorized
- Avoid use of personal email or cloud services for Port business
- Immediately report suspected data breaches or unauthorized disclosures

### **G. Enforcement and Penalties**

Violation of this policy may result in:

- Censure or removal from appointed positions where applicable
- Civil penalties under Oregon law, including violations of ORS 192.660
- Liability under public records law or ethics statutes
- Referral for criminal investigation where applicable

### **H. Duration**

These obligations continue during and after service as a Commissioner.

### **I. Acknowledgment**

All Commissioners shall sign a Confidentiality and Non-Disclosure Agreement upon assuming office and periodically thereafter.

## **POLICY MANUAL INSERT LANGUAGE**

### **CHAPTER 4 – PERSONNEL POLICIES AND PROCEDURES**

#### **SECTION: WHAT THE PORT EXPECTS FROM YOU**

#### **NEW SUBSECTION: NON-DISCLOSURE**

#### **NON-DISCLOSURE**

##### **A. Expectation of Confidentiality**

All employees are expected to maintain confidentiality of sensitive and protected Port information at all times.

##### **B. Scope of Confidential Information**

Confidential information includes:

- Executive Session information
- Personnel and personal information
- Security and emergency management information
- Legal and litigation matters
- Law enforcement or investigative information
- Financial, lease, and proprietary tenant information
- Any information exempt under Oregon Public Records Law

##### **C. Employee Responsibilities**

Employees shall:

- Not disclose confidential information without authorization
- Use confidential information only for official Port purposes
- Safeguard physical and electronic records
- Follow all Port cybersecurity protocols

##### **D. Cybersecurity and Personal Devices**

Employees shall:

- Use Port-approved systems and networks

- Not use personal email or devices for Port business unless authorized
- Protect login credentials and sensitive data
- Report any suspected breach immediately

#### **E. Executive Session Restrictions**

Employees present during Executive Sessions shall not disclose any information discussed unless authorized.

#### **F. Legal Compliance**

Employees must comply with:

- Oregon Public Meetings Law ORS 192.660
- Oregon Public Records Law ORS 192.311–192.478
- Applicable federal and state privacy laws

#### **G. Violations**

Violations may result in:

- Disciplinary action up to and including termination
- Civil liability and financial penalties
- Criminal prosecution where applicable

#### **H. Acknowledgment Requirement**

All employees shall sign a Confidentiality and Non-Disclosure Agreement as a condition of employment.

**PORT OF GARIBALDI**  
**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**  
*(Commissioners, Employees, Contractors, and Authorized Agents)*

1. **PURPOSE** - This Confidentiality and Non-Disclosure Agreement (“Agreement”) is intended to protect confidential, sensitive, proprietary, and legally exempt information of the Port of Garibaldi (“Port”). The Port operates under and is subject to applicable Oregon law, including but not limited to:
  - a. Oregon Public Meetings Law ORS 192.660
  - b. Oregon Public Records Law ORS 192.311–192.478
  - c. Oregon Government Ethics Law ORS Chapter 244

This Agreement establishes obligations to prevent unauthorized disclosure and misuse of such information.

2. **COVERED INDIVIDUALS** - This Agreement applies to all individuals acting on behalf of the Port, including:

- a. Port Commissioners
- b. Employees (full-time, part-time, seasonal, temporary)
- c. Contractors, consultants, and professional advisors
- d. Volunteers and committee members
- e. Any individual authorized to attend Executive Sessions

3. **DEFINITION OF CONFIDENTIAL INFORMATION** - “Confidential Information” includes all non-public information obtained through association with the Port, including but not limited to:

- a. Executive Session Information: All information, discussions, materials, and documents presented or discussed in Executive Session under ORS 192.660, including:
  - i. Personnel matters
  - ii. Real property transactions
  - iii. Labor negotiations
  - iv. Legal strategy and attorney-client communications
  - v. Exempt public records
- b. Personnel and Personal Information
  - i. Employee files, evaluations, and disciplinary records
  - ii. Medical, benefits, or insurance information
  - iii. Personally identifiable information (PII)
- c. Security and Critical Infrastructure
  - i. Security plans and protocols
  - ii. Emergency operations and response plans
  - iii. Facility vulnerabilities and assessments

- iv. Cybersecurity systems, configurations, and risks
- d. Law Enforcement and Investigative Information
  - i. Active or pending investigations
  - ii. Law enforcement coordination
  - iii. Incident reports not approved for public release
- e. Legal and Litigation Matters
  - i. Pending or threatened litigation
  - ii. Attorney-client privileged communications
  - iii. Settlement discussions and legal strategy
- f. Commercial, Lease, and Financial Information
  - i. Lease negotiations and draft terms
  - ii. Bids, proposals, and procurement materials
  - iii. Financial data not yet public
  - iv. Proprietary or trade secret information of tenants, lessees, or partners
- g. Strategic and Operational Information
  - i. Strategic plans not yet adopted
  - ii. Grant strategies and funding negotiations
  - iii. Internal deliberations and policy development
- h. Information Exempt from Disclosure
  - Any information exempt from disclosure under Oregon Public Records Law or other applicable state or federal laws.

**4. NON-DISCLOSURE OBLIGATIONS - The undersigned agrees:**

- a. Not to disclose Confidential Information to any unauthorized person or entity
- b. Not to use Confidential Information for personal, financial, or political gain
- c. To use Confidential Information solely for authorized Port purposes
- d. To exercise reasonable care to protect Confidential Information from unauthorized access

This includes, but is not limited to:

- e. Verbal communications
- f. Written documents
- g. Emails, texts, and digital communications
- h. Social media or informal discussions

**5. EXECUTIVE SESSION COMPLIANCE - The undersigned acknowledges that:**

- a. Executive Sessions conducted under ORS 192.660 are confidential by law
- b. Disclosure of Executive Session information is strictly prohibited unless authorized or required by law
- c. Unauthorized disclosure may result in civil penalties and other legal consequences

**6. ETHICS AND CONFLICTS OF INTEREST** - The undersigned agrees to:

- a. Comply with ORS Chapter 244
- b. Not use Confidential Information for personal or financial benefit
- c. Avoid actions creating actual or perceived conflicts of interest
- d. Disclose conflicts in accordance with law and Port policy

**7. CYBERSECURITY AND INFORMATION SYSTEMS** -The undersigned agrees to:

- a. Use only authorized Port systems and networks for official business
- b. Not store or transmit Confidential Information on personal devices unless authorized
- c. Not use personal email, cloud storage, or messaging platforms for Port business unless expressly approved
- d. Protect passwords, credentials, and access to Port systems
- e. Immediately report any suspected data breach, cyber incident, or unauthorized access

**8. DATA HANDLING AND RECORDS MANAGEMENT** - The undersigned shall:

- a. Securely store and handle all Confidential Information
- b. Limit duplication and distribution of sensitive materials
- c. Return or destroy Confidential Information upon request or separation from the Port
- d. Comply with all Port records retention policies and applicable law

**9. PUBLIC RECORDS AND AUTHORIZED DISCLOSURE** - Nothing in this Agreement prohibits:

- a. Compliance with lawful public records requests processed through the Port
- b. Disclosure required by court order or applicable law
- c. Reporting misconduct through legally protected channels

All public records requests must be directed to authorized Port personnel.

**10. TERM OF OBLIGATION** - This Agreement remains in effect:

- a. During the term of service or employment
- b. Indefinitely thereafter with respect to all Confidential Information

**11. VIOLATIONS, CIVIL PENALTIES, AND LEGAL LIABILITY** - Violation of this Agreement may result in:

- a. Disciplinary action, up to and including termination

- b. Removal from appointed or advisory positions
- c. Civil penalties under Oregon law, including violations of ORS 192.660
- d. Liability under Oregon Public Records Law
- e. Violations under Oregon Government Ethics Law (ORS Chapter 244)
- f. Recovery of damages, costs, and attorney fees by the Port
- g. Referral for criminal investigation or prosecution where applicable

The Port reserves all rights and remedies available under law.

12. **INDEMNIFICATION** - The undersigned agrees to indemnify and hold harmless the Port from any claims, damages, or costs arising from violation of this Agreement.

13. **INJUNCTIVE RELIEF** - The Port may seek immediate injunctive relief to prevent unauthorized disclosure.

14. **ACKNOWLEDGMENT**- I acknowledge that I have read, understand, and agree to comply with this Agreement. I understand my obligations under Oregon law and Port policy and the consequences of unauthorized disclosure.

Name: \_\_\_\_\_

Title/Role: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

