

PORT OF NEWPORT COMMISSION EXECUTIVE SESSION

Monday, January 5, 2026, 2:00 p.m.

Microsoft Teams

This will be a virtual meeting, which means you can view the livestream of this meeting at <https://www.portofnewport.com/2026-01-05-2026-commission-january-5-2026-2-00-p-m>

I. Executive Session Pursuant to ORS 192.660(2)(h) – Legal Counsel

The Port of Newport Board of Commissioners will go into Executive Session. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

II. Adjournment

PORT OF NEWPORT COMMISSION SPECIAL MEETING

Monday, January 5, 2026

Immediately following the Executive Session
Microsoft Teams

This will be a virtual meeting, which means you can view the livestream of this meeting at <https://www.portofnewport.com/2026-01-05-2026-commission-january-5-2026-2-00-p-m>

Anyone interested in making virtual public comment must complete the form on our website and submit it by 10:00 a.m. on Monday, January 5, 2026.

I. Call to Order

II. Changes to the Agenda

III. Public Comment (3-minute limit per person)

IV. New Business

A. Approval of Agreement with Yaquina Law – *Miranda*Page 3

V. Adjournment



STAFF REPORT

DATE: *January 5, 2026*
RE: *Legal Services Contract with Yaquina Law, LLC*
TO: *Port of Newport Board of Commissioners*
ISSUED BY: *Paula J. Miranda, Executive Director*

BACKGROUND

The Port has received Summons from FDS Marine International for alleged performed services.

The Port would like to employ the services of Yaquina Law, LLC to represent the Port on the matter.

RECOMMENDATION

I recommend a motion authorizing the Executive Director to execute the attached Legal Services Contract with Yaquina Law, LLC, as presented.

LEGAL SERVICES CONTRACT

CLIENT(s): Port of Newport <hr/> Name <hr/> Address <hr/> City, State, Zip <hr/> Telephone	LAW FIRM: <p style="text-align: center;">Yaquina Law 380 SW 2nd Street Post Office Box 1987 Newport, OR 97365</p> TELEPHONE: (541) 272-5500 FAX: (541) 265-7633
--	--

MATTER: Client employs Law Firm and staff as an independent contractor to represent, aid, assist and advise Client with reference to the following matter:

Litigation filed by FDS Marine International

RETAINER: Client at the time of signing of this Legal Services Contract **has deposited** with Law Firm an initial retainer in the amount of \$0. The retainer received from the Client shall be deposited into the Attorney Trust Account and will be used for payment of attorney fees, costs and expenses as they are incurred by Law Firm in representation of Client. Law Firm shall have the right to require payment in advance by Client of such additional retainer as Law Firm estimates will be necessary to cover future fees, costs and office charges to be incurred or expended by Law Firm in the representation of Client.

FEES: Services under this Legal Services Contract will be performed by Law Firm and staff in exchange for compensation on the following bases as indicated:

An hourly rate of \$300.00/hour for attorney Adam Springer. Hours billed in tenth of an hour increments with monthly billing statements. The services of other individual attorneys and staff in the firm may be utilized at attorney's sole discretion and the billing rate for said attorneys may vary within the above-mentioned parameters.

Other:

COSTS: Client is responsible for costs incurred by Attorney in representation of Client. These costs include, but are not limited to, postage, recording costs, filing costs, service fees, investigating expenses, record request fees, witness fees, court reporter fees, depositions and similarly incurred costs.

OFFICE CHARGES: Client is responsible for office charges in addition to fees and costs, including the following:

1. All mileage for any representation that requires travel at the federal standard mileage rate.
2. Legal staff at \$100.00 per hour, billed in tenth hour increments.
3. Postage

Billing statements will include a summary of services performed, costs incurred and office charges.

CLIENT PROMISES: By signing this Legal Services Contract, Client promises the following:

1. Client has no other legal representative currently retained by Client or representing Client in this matter.
2. Client will advise Attorney of any change in address or phone number at the time such change is made.
3. Client will pay all fees, costs and office charges within thirty (30) days after the date of mailing of billing statement. No credit is extended. Failure to pay on time will result in a charge of 9% per annum interest on the balance of the bill from the date due. Client shall pay in full all attorney fees, costs and office charges then owing PRIOR to any final hearing or trial, or conclusion of services to be performed by Law Firm under this Legal Services Contract, together with any additional advance fee required by Law



Firm covering fees and costs to be incurred in any such hearing or trial.

4. For Client funds held in Attorney Trust Account, Client agrees that Law Firm may withdraw Client funds from the Attorney Trust Account upon billing on a monthly basis to pay fees, costs and expenses incurred each month.

5. Client will at all times provide to Law Firm truthful and accurate information, timely as requested. Client will cooperate with Law Firm in the processing of Client's case. Violation of this commitment shall be grounds for immediate termination of this Legal Services Contract, at the option of Law Firm.

LAW FIRM PROMISES: By signing this Legal Services Contract, Law Firm promises Client the following:

1. Law Firm will keep Client informed as to the nature and progress of Client's case.
2. Law Firm will represent, assist and advise Client at all times during this Legal Services Contract regarding the matter or matters for which the Law Firm is employed.

NOTICES: Law Firm notifies Client of the following rules of employment, and Client, by signing this Legal Services Contract, agrees to these rules and indicates that Client has fully read the following rules and understands them:

1. If Attorney performs work for client on matters other than described above, or outside the scope of a flat-fee arrangement, Client agrees to pay Law Firm fees at the applicable hourly rate and the remaining terms of this agreement will apply unless and until another Legal Services Contract is entered into between Client and Law Firm.
2. If Client fails to pay the fees, costs and office charges timely in the manner provided above, or fails to comply with any of the terms of this Legal Services Contract, Law Firm may resign at Law Firm's option from this Legal Services Contract. Law Firm may also resign at any time permitted or required by the Oregon Rules of Professional Responsibility.
3. Any estimate given with regard to fees, costs or office charges is only an estimate and is NOT intended to be a statement representing or guaranteeing that the estimate will be the final charge for the services contracted for under this Legal Services Contract. *(Any written flat-fee agreements contained within this Legal Services Contract are not estimates and are, therefore, not subject to this rule.)*
4. In the event that Law Firm affirmatively agrees in writing to accept a modification of the payment requirements set forth above, Law Firm will do so conditioned upon receiving adequate security from Client to guarantee payment.
5. Office charges for secretarial or legal assistant services will be billed under the "fee" category of your billing statement and all other office charges will be billed under costs on your billing statement.

LIENS: Client hereby grants Law Firm a lien against any sums held for client in the Attorney Trust Account, and against any money or property (including land) received by or held for Law Firm or money judgments entered in Client's favor in this or any other legal proceeding. This lien will be removed only when Law Firm has been paid in full. Law Firm is specifically authorized to receive any such funds or property and to pay from them to Law Firm all fees and costs before releasing the balance to Client.

ATTORNEY FEES: In the event Law Firm takes action to enforce any of payment terms of this Legal Services Contract or take any action in bankruptcy, insolvency or similar proceeding affecting creditor's rights generally (including, without limitation, prosecution of a motion for relief from stay, proposal of a Chapter 11 plan, objection to a disclosure statement, or Chapter 11 or 13 plan, or objection to proposed use, sale or lease of property), the prevailing party shall be entitled to recover his reasonable attorney fees and other costs incurred irrespective of whether any legal proceeding is commenced. If any legal action, arbitration, or other proceeding is brought in order to enforce any of the payment terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney fees and other costs incurred in connection therewith, both at trial and on any appeal therefrom or petitions for review thereof.

OPINION OF RESULTS: It is understood that the final result obtained is dependent upon a variety of factors and is difficult or impossible to predict with precision. All expressions made by Law Firm relative



to the proceedings and results in this matter are based upon Law Firm's experience, judgment and opinion and are not promises or warranties of performance. Payment of Attorney fees and costs is not dependent or contingent upon the outcome of the proceeding.

CLIENT:	LAW FIRM: Yaquina Law LLC
Dated:	Dated:

