

**OXNARD HARBOR DISTRICT
BOARD MEETING
MINUTES
MONDAY, OCTOBER 26, 2015**

Jess Herrera, President

Dr. Manuel M. Lopez, Vice President
Jason T. Hodge, Commissioner

Arlene Fraser, Secretary
Mary Anne Rooney, Commissioner

The regular Board meeting of the Oxnard Harbor District, Board of Harbor Commissioners was called to order by President Jess Herrera at 5:30 p.m. on Monday, October 26, 2015 at 333 Ponomo Street, Port Hueneme, California. Following the Pledge of Allegiance, roll call was taken.

ROLL CALL

Present: Commissioners Fraser, Herrera, Hodge, Lopez and Rooney
Absent: None

Ms. Decas asked Item E.1 be heard prior to Item C, hearing no objection President Herrera approved the item to be moved.

CEO & PORT DIRECTOR

1. Consideration of Memorandum of Understanding between the Oxnard Harbor District and the Oxnard World Trade Center with the Economic Development Collaborative-Ventura County and California Lutheran University

A revised Memorandum of Understanding to add the World Affairs Council of America was presented to the Board of Harbor Commissioners and the public.

Mr. Gerhard Apple, Mr. Bruce Stenslie and Mr. Ray Bowman discussed the relationship between the Oxnard World Trade Center with the Economic Development Collaborative of Ventura County and the California Lutheran University.

Motion to approve the revised Memorandum of Understanding between the Oxnard Harbor District and the Oxnard World Trade Center with the Economic Development Collaborative-Ventura County and California Lutheran University, Commissioner Rooney; Seconded, Commissioner Hodge.

The vote was as follows:

AYES: Commissioners Fraser, Herrera, Hodge, Lopez and Rooney
NOES: None
ABSENT: None

President Herrera declared the motion carried.

SPECIAL ORDERS

1. Consideration of Sacramento Representation

After discussion among Commissioners on conflict of interest when representing more than one port and qualifications of firms, a motion was made.

Motion to hire the firm of Townsend Public Affairs to represent the Port of Hueneme in Sacramento, Commissioner Hodge; Seconded, Commissioner Fraser.

The vote was as follows by roll call:

AYES: Commissioners Fraser, Hodge and Rooney

NOES: Commissioners Herrera and Lopez

ABSENT: None

President Herrera declared the motion carried.

CONSENT AGENDA

1. Minutes of the Regular Board Meeting of October 12, 2015

2. Revised Calendar of Events

3. Revised 2015 Oxnard Harbor District Standing Board & Committee Calendar

4. Consideration of Ratification and/or Approval of District Disbursements for the period of August 18, 2015 to September 9, 2015 (Information)

Motion to approve Consent Items 1 through 4, Commissioner Rooney; Seconded, Commissioner Fraser.

The vote was as follows:

AYES: Commissioners Fraser, Herrera, Hodge, Lopez and Rooney

NOES: None

ABSENT: None

President Herrera declared the motion carried.

CEO & PORT DIRECTOR

2. CEO & Port Director's Update

Ms. Kristin Decas announced to the Board the Port of Hueneme won the TIGER grant award in the amount of \$12.3 million. Ms. Decas noted she will hold the seat on the Economic Development Collaborative of Ventura County (EDCO) Board and have Ms. Lacayo as an alternate. Ms. Decas also discussed grant opportunities for the seafarers and for MAST lighting. Ms. Decas noted her involvement in monthly budget meetings. Ms. Decas also reported out on the Deepening project, Shoreside Power Phase 2, Green Port, MAST, events being held at the Port, NFAC and legislation on the transportation bill.

3. Procurement Schedule

The Board and public received a revised copy of the Oxnard Harbor District's Procurement Schedule.

4. Policy Schedule

The Board received a copy of the Oxnard Harbor District's Policy Schedule.

5. Consideration of the US Department of Commerce Joint Project Agreement Amendment

Motion to approve the US Department of Commerce Joint Project Agreement Amendment, Commissioner Hodge; Seconded Commissioner Rooney.

The vote was as follows:

AYES: Commissioners Fraser, Herrera, Hodge, Lopez and Rooney

NOES: None

ABSENT: None

President Herrera declared the motion carried.

BOARD COMMUNICATION

The Commissioners reported on meetings attended over the past month and upcoming meetings for November 2105.

MARKETING AND FOREIGN TRADE ZONE SERVICES

1. Report on Upcoming Activities

The Board received the report on upcoming community events.

2. Press Report

The Board received the report on press pertaining to the District.

3. Consideration of Approval of Display Maintenance and Port Promotion Agreement with the Ventura County Maritime Museum, Inc., dba Channel Islands Maritime Museum

A revised red-line version was provided to the Board of Harbor Commissioners and the public.

Commissioner Fraser recused herself and left the room because she sits on the board of directors of the Channel Islands Maritime Museum.

Motion to approve the revised Display Maintenance and Port Promotion Agreement with the Ventura County Maritime Museum, Inc., dba Channel Islands Maritime Museum, Commissioner Hodge; Seconded Commissioner Rooney.

The vote was as follows:

AYES: Commissioners Herrera, Hodge, Lopez and Rooney

NOES: None

ABSENT: None

ABSTAIN: Commissioner Fraser

President Herrera declared the motion carried.

4. Consideration of APP Executive Committee Fall Seminar Sponsorship

Motion to approve the APP Executive Committee Fall Seminar sponsorship in the amount of \$500, Commissioner Lopez; Seconded Commissioner Hodge.

The vote was as follows:

AYES: Commissioners Fraser, Herrera, Hodge, Lopez and Rooney

NOES: None

ABSENT: None

President Herrera declared the motion carried.

CHIEF OPERATIONS OFFICER REPORT

1. Chief Operations Officer's Update - Oral

Mr. Demers gave an update to the Board.

2. Consideration of Revetment Wall Condition Assessment

Motion to approve the revetment wall condition assessment, Commissioner Rooney; Seconded, Commissioner Fraser.

The vote was as follows by roll call:

AYES: Commissioners Fraser, Herrera, Hodge Lopez and Rooney

NOES: None

ABSENT: None

President Herrera declared the motion carried.

3. Consideration of Ship Accommodation Feasibility Analysis

Motion to approve the ship accommodation feasibility analysis, Commissioner Hodge; Seconded, Commissioner Fraser.

The vote was as follows by roll call:

AYES: Commissioners Fraser, Herrera, Hodge Lopez and Rooney

NOES: None

ABSENT: None

President Herrera declared the motion carried.

4. Consideration of Substation 'SP3' Addition Project Change Order #1

Motion to approve the Substation 'SP3' Addition Project Change Order #1, Commissioner Hodge; Seconded, Commissioner Fraser.

The vote was as follows by roll call:

AYES: Commissioners Fraser, Herrera, Hodge Lopez and Rooney

NOES: None

ABSENT: None

President Herrera declared the motion carried.

5. Consideration for Approval to Purchase Roof Ventilators for Del Monte Warehouse

Motion to purchase roof ventilators for Del Monte warehouse, Commissioner Rooney; Seconded, Commissioner Hodge.

The vote was as follows by roll call:

AYES: Commissioners Fraser, Herrera, Hodge Lopez and Rooney

NOES: None

ABSENT: None

President Herrera declared the motion carried.

Commissioner Rooney asked that both Items 6 and 7 be discussed and voted on together.

6. Consideration for Analysis of Wharf 1 for Operating Loads

7. Consideration for Analysis of Wharf 3 for Operating Loads

Motion to approve analysis of Wharf 1 and Wharf 3 for operating loads, Commissioner Rooney; Seconded, Commissioner Hodge.

The vote was as follows by roll call:

AYES: Commissioners Fraser, Herrera, Hodge Lopez and Rooney

NOES: None

ABSENT: None

President Herrera declared the motion carried.

CHIEF FINANCE & ADMISTRATIVE OFFICER REPORT

1. Chief Finance & Administrative Officer's Update

Mr. Palomares gave an update to the Board.

2. Treasurers Report

Motion to approve the July 2015 Treasurers report, Commissioner Rooney; Seconded, Commissioner Fraser.

The vote was as follows by roll call:

AYES: Commissioners Fraser, Herrera, Hodge Lopez and Rooney

NOES: None

ABSENT: None

President Herrera declared the motion carried.

BOARD OF HARBOR COMMISSIONERS COMMENTS

No Comments

PUBLIC COMMENT

Councilmember Jim Hensley invited the Board of Harbor Commissioners and the public to the City of Port Hueneme's Board Council workshop on Saturday, October 31, 2015.

ADJOURNMENT

There being no further business to come before the Board, President Herrera moved to adjourn the meeting. Meeting adjourned at 6:42 p.m.

Respectfully Submitted,

Michelle Kinnun

Executive Aide/Clerk of the Board

Draft proposal for the
OXNARD WORLD TRADE CENTER
An Alliance of the Port of Hueneme,
Economic Development Collaborative-Ventura County and
California Lutheran University School of Management
RESEARCH BASED STRATEGIC MODEL

1. Background and shared interests:

The Economic Development Collaborative-Ventura County and California Lutheran University have entered into separate memoranda of understanding with the Port of Hueneme relating to the development of a sustainable strategy for the Oxnard World Trade Center (OWTC).

This proposal focuses on the development of an integrated organizational strategy among **these parties (Port of Hueneme, Economic Development Collaborative-Ventura County, or EDC-VC, and California Lutheran University School of Management, or CLU-SOM)** that will be based on the development of *original trade research and trade community network building*.

The parties share a common goal of training and supporting businesses and entrepreneurs and growing the local economy and jobs through the deployment of our resources for improving regional global business opportunities. We seek to improve business competitiveness and job creation through an informed agenda on import/export trade and to expand regional awareness of the opportunities through global business to grow and sustain the local economy. Our larger vision is to promote and resource our region to become a nationally recognized leader and innovator in the global economy.

2. Overview of strategy the research and network building strategy:

The strategic plan for the Oxnard World Trade Center will be developed and comprised of the following elements:

2.1 Identification of critical trade clusters in Ventura and Santa Barbara Counties:

The research conducted for the OWTC will focus on the leading international trade clusters in Ventura and Santa Barbara Counties as defined by such resources as the Brookings Institute's "Export Nation" and "Mapping Freight Report". Additional resources for identifying international trade clusters and their participants will include the Piers Report and Reference USA and by a strategic partnership with the Department of Commerce, US Commercial Service. CLU will also explore the opportunity for its Center for Economic Research and Forecasting (CERF) to be a contributor to this effort in research and analysis.

2.2 Targeted outreach and convening of major cluster stakeholders:

In order to perform a comprehensive research study that will result in a gap analysis of each of the identified trade clusters, the parties will recruit and convene stakeholders representing the largest importers and exporters in each of the identified clusters. To this end, we will seek and enlist the assistance of our local congressional representatives to invite and engage key international trade cluster participants. The purposes of this recruitment and organizing are to inform participants of this OWTC initiative, to provide a detailed analysis of our international trade clusters, and to secure their input for identifying gaps and opportunities. Further, we seek to secure their continuing participation and agreement to help recruit other trade cluster participants.

2.3 Comprehensive international trade ecosystem survey and research:

The trade research conducted will be under the umbrella of the Oxnard World Trade Center,

leveraging the contributions of the Port of Hueneme, the Economic Development Collaborative of Ventura County/Small Business Development Center, and the California Lutheran University School of Management. [See the Resources section below for an outline of financial commitments.]

In addition to the analysis of published data, the research will involve instrument development and data collection from participants representing key intentional trade clusters for Ventura and Santa Barbara Counties. Participants will be surveyed in order to address the following:

- What are the current and key targeted trade lanes for the cluster?
- What are the key barriers to increasing their trade activity?
- What resources are required to facilitate trade?
- What advocacy issues are important to the cluster in terms of increasing international trade activity?
- What skill gaps exist that are barriers to increased trade activity?
- What kinds of marketing and match making efforts are required to increase trade activity?

2.4 Cluster reports: findings, recommendations and convenings

The inputs from the data analysis and surveys will contribute to a research deliverable, that is, cluster specific reports identifying global trade pathways, opportunities and barriers which will be developed by California Lutheran University students under the supervision of the EDC-VC and California Lutheran University faculty members. The research reports will include an overview of the cluster, findings and recommendations, and will be presented at cluster-specific convenings to generate critique, buy-in and additional recommendations for further support activities by the Alliance and other stakeholders.

2.5 Initiatives to support trade clusters and firms

It is the goal of this research-based model to provide value as an information provider, as a convener for various initiatives, and a provider for support for our local international trade community. The research products and activities are intended both to facilitate regional strategy development and provide for individual firm assistance for entering, expanding and becoming more efficient and successful in global trade.

2.6 Leveraging value based collaborative networks and resources in the OWTC project area

This project seeks to leverage regional assets including, but not limited to, the EDC-VC Small Business Development Center, VCEDA, 805 Connect, CLU's Huddle Campus, Ventura Ventures Technology Center, Ventura County Lodging Association, Women's Economic Ventures (WEV), **World Affairs Council of America**, the Santa Barbara County Economic Vitality Team, Santa Barbara City College's Center for International Trade Development and Scheinfeld Center for Entrepreneurship and Innovation and others as a way of thoroughly connecting the trade community to business development resources and information to support international trade activity and provide a platform for sharing best practices. Leverage regional, state and federal partners as strategic collaborative relationships. Utilize and strengthen working associations with other World Trade Centers actively using universal model programs of Southern California to build bridges with existing trade initiative programs.

3. Resources

Key resource contributions include:

- Port of Hueneme:
 - ✓ Maintenance of the WTC license

- ✓ Maintenance and promotion of Foreign Trade Zone #205 and its Alternative Site Framework
- ✓ Financial support for one CLU intern, under the guidance of EDC-VC/SBDC (timeframe, dollar amount, tbd)
- ✓ Data and analysis on global trade opportunities identified by the Port through access of Piers or Datamyne
- ✓ Introduction to key industry players in the global economy in manufacturing or agricultural sectors
- ✓ Participation in project oversight, guidance and promotion
- EDC-VC
 - ✓ Dedicated professional and administrative staffing, supported through EDC-VC's Small Business Development Center International Business Project (timeframe, dollar amount, tbd)
 - ✓ Dedicated business consulting and access to District Export Council professionals for technical assistance to businesses engaged in international trade (total hours/value to be determined)
 - ✓ Access to Brookings Institute's Global Cities Initiative, data and resources provided through a partnership with the Los Angeles Regional Export Council
 - ✓ Internship connection to Department of Commerce, US Commercial Service, through a US Trade and Investment Expansion Partnership MOA
 - ✓ Supervision of all project interns through SBDC Director Ray Bowman
 - ✓ Participation in project oversight, guidance and promotion, including tracking and quarterly reporting of OWTC Alliance activities and outcomes
- CLU
 - ✓ Recruitment, screening and identification of advanced undergraduate or graduate student intern
 - ✓ Faculty guidance of industry sector research, including oversight of instrument development and data and survey analysis
 - ✓ Participation in project oversight, guidance and promotion

4. Commitment of best efforts for securing sustainable funding for the OWTC Alliance

The parties agree that they are committed to a continuing effort jointly and separately to identify and secure financial and in-kind resources for sustaining and enhancing this Alliance in support of the Oxnard World Trade Center.

5. Timeline [final details to be determined, though the following is a rough estimate]

The project is ready to launch in October 2015, upon signed agreement among the parties. We anticipate identifying the initial priority clusters by the end of August and have a draft of the initial data analysis by the end of January 2016, sufficient to inform sector reports and sectors convened no later than the end of March 2016. Once convened, the sector participants will refine the gap and opportunity analysis and recommendations for release by the end of June 2016. Meanwhile, technical assistance for firms and outreach to project partners will be ongoing, continuous after launch. Assuming success through the end of June 2016, the project is anticipated to continue with the parties' commitments indefinitely, with refined and specific outcomes defined and agreed upon annually each July.

EDC-VC Date

CLU-SOM Date

DISPLAY MAINTENANCE AND PORT PROMOTION

AGREEMENT

This Display Maintenance and Port Promotion Agreement ("Agreement") is made this ___ day of _____, 2015, between OXNARD HARBOR DISTRICT, a California special district formed under the Harbors and Navigation Code and whose address is 333 Ponoma Street, Port Hueneme, California 93044-0608 ("District"), and VENTURA COUNTY MARITIME MUSEUM, INC., dba Channel Islands Maritime Museum ("Museum"), a California nonprofit corporation [OR appropriate corporate designation] whose address is 3900 Bluefin Circle, Oxnard, California 93035.

RECITALS

A. District and Museum ~~have an existing~~entered into a written contract dated February 11, 1991, as subsequently modified (the "1991 Agreement"); and

B. Museum has moved from its original location to a new building within the Channel Islands Harbor, leased by the Museum from the County of Ventura ("New Museum"); and

C. The Board of Harbor Commissions of the District finds that it is in the best interest of the District to participate in a new display ("District Display"), and that maintenance of its display will provide public knowledge of the activities of the Port of Hueneme and will promote the maritime and commercial interests of the District as permitted by applicable law; and

D. Museum has requested that the District enter into a new contract with the Museum pertaining to the New Museum display and District is willing to do so on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, the District and Museum agree as follows:

1. Termination of 1991 Agreement. The 1991 Agreement is hereby terminated effective as of the date of this Agreement.

2. District Display. During the term of this Agreement, or any extended term, Museum shall provide to District space for the District Display, and District shall maintain the District Display at the New Museum. The District Display, consisting of approximately 188 square feet of wall space and 260 square feet of floor space, shall be located as shown on Exhibit A attached hereto and incorporated herein by reference. The District Display may be repositioned at any time to another location within the New Museum, provided the District consents in writing to the change, which consent shall not be unreasonably withheld, and provided that the new space is of comparable size and quality to the original space described herein.

3. Term. The term of this Agreement shall be for five (5) years commencing October 1, 2015 and expiring September 30, 2020. The term of this Agreement shall be automatically extended for successive terms of one (1) year each unless either District or Museum gives written notice to the other of its intent to terminate. The notice of termination shall be served by the party giving the notice on the other party not later than September 1st of

any calendar year. Where such notice is duly given as provided herein, this Agreement shall terminate as of midnight, September 30th, of the calendar year in which notice is given.

4. Nature of District Display. The District Display installed by Museum for the District is in furtherance of the promotion of the maritime and commercial interests and activities of the District's Port of Hueneme ("Port") and advertisement of the Port. The initial District Display, installed as located on Exhibit A attached hereto, and each modification thereof, if any, shall be subject to written approval of both the Board of Harbor Commissioners of the District and the Board of Trustees of the Museum.

5. Construction of Display. Construction of the new District Display has been accomplished by the Museum and the District and the parties agree that no further costs or expenses associated with such construction remain outstanding.

6. Maintenance of District Display. Museum shall, at its cost and expense, maintain the District Display, and District shall pay Museum the sum of One Thousand Dollars (\$1,000.00) per month ("Maintenance Amount"). The Maintenance Amount represents the parties' estimate of the cost of security, electricity, HVAC, janitorial and other utilities and services incurred by Museum related to the District's Display. Such maintenance shall not include the repair of damage to the District Display caused by District nor the cost of any modifications to District Display approved by District and Museum. The Maintenance amount also includes Port informational presentations by trained Museum docents. An Education Module will be developed for this presentation at the District Display, subject to approval of content by the District.

7. Ownership of District Display. Museum acknowledges that the District Display is partially the property of District and may be removed by District at the expiration or termination of this Agreement. District shall, at its own cost and expense, repair any damage to the New Museum premises caused by the removal of the District Display.

8. Updating District Display. District and Museum anticipate that District may from time to time update and modify the District Display, at District's sole expense and in such manner as agreed upon in writing between District and Museum; provided, however, that such updating will not occur more frequently than once in each twenty-four (24) month period of time.

9. Use of New Museum and Port Promotion. The Maintenance Amount includes the following benefits:

a. District may use the New Museum conference/presentation rooms or other areas of the Museum not more than eight (8) times per year as a place of choice for receptions, Port promotion, or business functions. Unless otherwise agreed upon in writing between District and Museum, such use by District shall be at times when the New Museum is normally closed to the public. District shall notify Museum in writing of each request for use at least thirty (30) days prior to the requested use, stating the function to be held (e.g., reception, workshop, etc.) and the number of people expected to attend. District shall clean the area used by District for each function prior to the next scheduled opening of the New Museum to the public, according to Museum's normal business hours. For example, if the New Museum closed-closes at 5:00 p.m. and opens at 9:00 a.m. the next day, and District's use of the New Museum is at 6:30 p.m., District will complete its cleaning prior to 9:00 a.m. of the following day. District will repair all damage to the New Museum caused by this District's use of it.

b. District's Commissioners, ~~and~~ management and their agents shall have unlimited use of the New Museum's maritime research library.

c. District may display District/Port-related promotional and informational materials, including Port videos prepared by District within the District's display and/or other designated locations.

d. District/Port logos will be displayed on Museum's website, Facebook and quarterly Newsletter. Linkage between the District/Port website and Museum's website will be arranged. District/Port will be a principal sponsor of all Channel Islands Maritime Museum public events to promote networking.

10. Use by Schools. Museum shall make the museum available for tours by students in all schools within Ventura County at such times and under such conditions as the Museum may establish.

11. Notices. Notices to be given pursuant to this Agreement shall be given by (a) personal service, (b) certified mail, postage prepaid, (c) facsimile, or (d) e-mail. Notices by mail shall be addressed to District or Museum, as appropriate, at the address shown in the introductory paragraph of this Agreement. Notices by mail shall be deemed served forty-eight (48) hours after deposit in the United States mail. Addresses for notices may be changed by a notice given pursuant to the provisions of this paragraph.

With regard to personal service, personal service on District may be accomplished by serving its Executive Director/CEO, and personal service on the Museum may be accomplished by serving its Executive Director. The person upon whom personal service may be accomplished may be changed by a notice given pursuant to the provisions of this paragraph.

Notices by facsimile or e-mail shall be sent as indicated below and deemed served when received:

Museum: Fax number: (805) 984-5970
E-mail: jchambers@cimmvc.org

District: Fax number: (805) 488-2620
E-mail: kdecas@portofhueneme.org

12. Attorneys' Fees. If either party employs an attorney or attorneys to enforce the provisions of this Agreement, the prevailing party (whether by negotiation, settlement or suit) shall be paid its reasonable attorneys' fees by the non-prevailing party.

13. Integration. This Agreement constitutes the sole agreement between District and Museum and supersedes any negotiations, representations, or written or oral agreements between the parties. This Agreement may be modified only by a writing executed between District and Museum reciting that it is a modification of this Agreement.

14. Invalidity. If any portion of this Agreement is determined to be void or invalid, the remaining portions of this ~~Contract-Agreement~~ shall be unaffected by the same and shall remain in full force and effect.

VENTURA COUNTY MARITIME MUSEUM, INC.

dba Channel Islands Maritime Museum

By: _____
Name: Julia Chambers
Title: Executive Director

OXNARD HARBOR DISTRICT

By: _____
Name: Kristin Decas
Title: CEO/Port Director