

**CONTRACT REQUEST FORM (CRF)**



A) New Agreement MOU-16-003 (To be completed by CGL Office)

B) Division	Agreement Manager:	MS-	Phone
100 Commissioners Offices	Kevin Barker	33	916-651-6176

C) Contractor's Legal Name	Federal ID Number
United States Department of the Navy	-

D) Title of Project
MOU between the United State Department of the Navy, Hoover Institution, and the Energy Commission

E) Term and Amount	Start Date	End Date	Amount
	09 / 14 / 2016	10 / 19 / 2016	\$ 0

**F) Business Meeting Information**

Operational agreement (see CAM Manual for list) to be approved by Executive Director

ARFVTP agreements \$75K and under delegated to Executive Director.

Proposed Business Meeting Date	9 / 14 / 2016	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Discussion
Business Meeting Presenter		Time Needed:	minutes

Please select one list serve. Select

**Agenda Item Subject and Description**

Proposed resolution approving Agreement MOU-16-003 with the U.S. Department of the Navy (DON) and the Hoover Institute to participate in a joint event hosted by the Hoover Institute to showcase the specific energy successes and ongoing initiatives resulting from the partnership between the DON and the State of California.

**G) California Environmental Quality Act (CEQA) Compliance**

1. Is Agreement considered a "Project" under CEQA?

Yes (skip to question 2)       No (complete the following (PRC 21065 and 14 CCR 15378)):

Explain why Agreement is not considered a "Project":

Agreement will not cause direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment because this MOU focuses on showcasing the energy successes and ongoing initiatives resulting from the partnership between the Department of the Navy and the Energy Commission. This MOU involves panel discussions of of current and emerging energy issues in California and does not involve any installations or any other physical environmental changes.

2. If Agreement is considered a "Project" under CEQA:

a) Agreement **IS** exempt. (Attach draft NOE)

Statutory Exemption. List PRC and/or CCR section number: \_\_\_\_\_

Categorical Exemption. List CCR section number: \_\_\_\_\_

Common Sense Exemption. 14 CCR 15061 (b) (3)

Explain reason why Agreement is exempt under the above section: \_\_\_\_\_

b) Agreement **IS NOT** exempt. (Consult with the legal office to determine next steps.)

Check all that apply

<input type="checkbox"/> Initial Study	<input type="checkbox"/> Environmental Impact Report
<input type="checkbox"/> Negative Declaration	<input type="checkbox"/> Statement of Overriding Considerations
<input type="checkbox"/> Mitigated Negative Declaration	

**H) List all subcontractors (major and minor) and equipment vendors: (attach additional sheets as necessary)**

Legal Company Name:	Budget	SB	MB	DVBE
	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**I) List all key partners: (attach additional sheets as necessary)**

Legal Company Name:

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J) Budget Information			
Funding Source	Funding Year of Appropriation	Budget List No.	Amount
Funding Source			\$
R&D Program Area:	Select Program Area	TOTAL:	\$ 0
Explanation for "Other" selection			
Reimbursement Contract #:		Federal Agreement #:	

K) Contractor's Administrator/ Officer				Contractor's Project Manager			
Name:				Name:			
Address:				Address:			
City, State, Zip:				City, State, Zip:			
Phone:	- -	Fax:	- -	Phone:	- -	Fax:	- -
E-Mail:				E-Mail:			

**L) Selection Process Used** (For amendments, address amendment exemption or NCB, do not identify solicitation type of original agreement. )

Solicitation Select Type Solicitation #: - - # of Bids: Low Bid?  No  Yes  
 Non Competitive Bid (Attach CEC 96)  
 Exempt MOU

**M) Contractor Entity Type**

Private Company (including non-profits)  
 CA State Agency (including UC and CSU)  
 Government Entity (i.e. city, county, federal government, air/water/school district, joint power authorities, university from another state)

**N) Is Contractor a certified Small Business (SB), Micro Business (MB) or DVBE?**  No  Yes

If yes, check appropriate box:  SB  MB  DVBE

**O) Civil Service Considerations**

Not Applicable (Agreement is with a CA State Entity or a membership/co-sponsorship)  
 Public Resources Code 25620, et seq., authorizes the Commission to contract for the subject work. (PIER)  
 The Services Contracted:  
 are not available within civil service  
 cannot be performed satisfactorily by civil service employees  
 are of such a highly specialized or technical nature that the expert knowledge, expertise, and ability are not available through the civil service system.  
 The Services are of such an:  
 urgent  
 temporary, or  
 occasional nature  
 that the delay to implement under civil service would frustrate their very purpose.

**Justification:**

**P) Payment Method**

A. Reimbursement in arrears based on:  
 Itemized Monthly  Itemized Quarterly  Flat Rate  One-time  
 B. Advanced Payment  
 C. Other, explain: N/A, there is no exchange of money

**Q) Retention**

1. Is Agreement subject to retention?  No  Yes  
 If Yes, Will retention be released prior to Agreement termination?  No  Yes



<b>R) Justification of Rates</b>
N/A

<b>S) Disabled Veteran Business Enterprise Program (DVBE)</b>
1. <input checked="" type="checkbox"/> Exempt (Interagency/Other Government Entity)
2. <input type="checkbox"/> Meets DVBE Requirements      DVBE Amount:\$ <u>0</u> DVBE %: _____
<input type="checkbox"/> Contractor is Certified DVBE
<input type="checkbox"/> Contractor is Subcontracting with a DVBE: <u>Name of DVBE Company</u>
3. <input type="checkbox"/> Contractor selected through CMAS or MSA with no DVBE participation.
4. <input type="checkbox"/> Requesting DVBE Exemption (attach CEC 95)

<b>T) Miscellaneous Agreement Information</b>
1. Will there be Work Authorizations? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
2. Is the Contractor providing confidential information? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
3. Is the contractor going to purchase equipment? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
4. Check frequency of progress reports
<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> <u>The participants will only conduct one event</u>
5. Will a final report be required? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
6. Is the Agreement, with amendments, longer than a year? If yes, why? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes

<b>U) The following items should be attached to this CRF (as applicable)</b>
1. Exhibit A, Scope of Work <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached
2. Exhibit B, Budget Detail <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached
3. CEC 96, NCB Request <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached
4. CEC 95, DVBE Exemption Request <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached
5. CEQA Documentation <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached
6. Resumes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached
7. CEC 105, Questionnaire for Identifying Conflicts <input type="checkbox"/> Attached

\_\_\_\_\_  
 Agreement Manager      Date      Office Manager      Date      Deputy Director      Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DEPARTMENT OF THE NAVY  
OFFICE OF THE ASSISTANT SECRETARY OF THE NAVY (ENERGY,  
INSTALLATIONS & ENVIRONMENT)  
AND  
THE CALIFORNIA ENERGY COMMISSION  
AND  
THE STANFORD UNIVERSITY HOOVER INSTITUTION**

SUBJ: CONDUCT OF AN ENERGY CONFERENCE AT STANFORD UNIVERSITY, PALO ALTO, CA, 12 OCTOBER 2016

1. Purpose: To establish a Memorandum of Understanding (“MOU”) between the Department of the Navy (DON), Office of the Assistant Secretary of the Navy (Energy, Installations & Environment) (“OASN(EI&E)”), the California Energy Commission (CEC), and the Stanford University Hoover Institution (“Hoover”) (collectively “the Parties”) that sets forth the understanding of the parties for the conduct of an Energy Conference (“the Event”) to be held on 12 October 2016 at Stanford University in Palo Alto, CA.
  - a) The purpose of this Event is four-fold: 1. Bring together energy thought leaders from the DON, CEC, and Hoover to discuss the most complex energy challenges facing the nation today; 2. Recap lessons learned from energy-related collaboration between the DON and CEC to-date; 3. Sign an MOU between the DON and CEC to ensure future collaboration; and 4. Sign leases for the development of renewable energy projects at three DON installations in California. The event is open to interested parties from DON, CEC, and Hoover, subject to venue space limitations (venue maximum capacity: 130 people).
2. Non-Applicability of FAR: As this MOU does not involve the use of appropriated funds nor the establishment of a contractual relationship between the Parties, the Federal Acquisition Regulation (FAR) is not applicable to this relationship. See FAR 1.104.
3. Scope: This MOU addresses those functional areas between the Parties to develop and implement the Event.
4. Objectives and Considerations: To establish an effective working relationship for conducting the Event by defining the tasks and areas of responsibility of both organizations.
  - a) This is a co-sponsored event. The Parties acknowledge that as a prerequisite for a DON activity to co-sponsor, support, and participate in this event and this MOU, the Parties must adhere to all applicable Federal laws and regulations, including without limitation, all Department of Defense (DoD), DON, and Joint Ethics Regulations.

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- b) The authority for this co-sponsorship agreement is DoD 5500.07-R, Joint Ethics Regulation (JER), 3-206. The JER allows a DoD component to co-sponsor a conference, seminar or similar event with a non-Federal entity when five criteria are met including (1) an appropriate subject matter for the event (e.g. professional issues that are relevant to the DoD component); (2) an appropriate reason to use co-sponsorship, (e.g. ability to stimulate wider interest) and the event is open to interested parties; (3) the non-Federal entities (CEC, Hoover) are recognized educational or professional organizations and OASN(EI&E)'s Designated Agency Ethics Official (DAEO) approves CEC and Hoover for co-sponsorship giving due consideration to guard against preferential treatment; (4) a written agreement describes the nature and purpose of the event, the undertaking and liabilities of parties, funding responsibilities and costs, a disclaimer of Government liability if the DoD component reduces the level of its participation or withdraws; and a statement that the non-Federal entities will not use the fact of co-sponsorship of the event to imply DoD endorsement; and (5) no admission fee (beyond what will cover the reasonable costs of sponsoring the event) may be charged for the co-sponsored event.
- c) CEC is recognized by the DON DAEO as an approved professional organization pursuant to JER 3-206. As the state of California's primary energy policy and planning agency, CEC is committed to reducing energy costs and environmental impacts of energy use while ensuring a safe, resilient, and reliable supply of energy. Since 2012, CEC and DON have collaborated on energy issues of mutual benefit including the establishment of multiple pilot programs to reduce energy intensity and consumption at DON installations.
- d) Hoover is recognized by the DON DAEO as an approved educational organization pursuant to JER 3-206. With its eminent scholars and world-renowned library and archives, Hoover seeks to improve the human condition by advancing ideas that promote economic opportunity and prosperity, while securing and safeguarding peace for America and all mankind. Hoover's Task Force on Energy Policy addresses energy policy in the United States and its effects on our domestic and international political priorities, particularly our national security. Energy leaders from the DON and Hoover frequently speak together on panels addressing the most challenging energy issues facing the nation today.
- e) All Parties stand to gain from this event, as it provides an opportunity for members of federal government, state government, and academia to exchange information and lessons learned regarding energy issues of mutual interest.
- f) The Event will be held on the campus of Stanford University in Palo Alto, CA. The Event venue is well-suited for panel discussions and presentations to large audiences. The Event will offer ample time for networking, allowing personnel from DON, CEC, and Hoover to exchange information and improve future collaboration on energy issues of mutual interest.
- g) No registration fee will be charged for the Event.

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- h) The DON will neither collect any monies for this Event nor assume any financial risk for participation in the Event.

5. Relationships:

- a) The DON, CEC, and Hoover are co-sponsors of the Event. Specific responsibilities of each Party are described in Section 6 below.
- b) Hoover will be responsible for the administration of all contractual and financial requirements for the Event, if any, without charge to the Government/DoD/DON.

6. Understanding of the Parties:

a) The DON shall:

- 1) Develop the event agenda;
- 2) Coordinate DON speakers and attendees;
- 3) Develop a plan of actions and milestones for the Event;
- 4) Publicize the event to interested parties and to media;
- 5) Support CEC with Event displays;
- 6) Lead the ceremonial signing of an MOU between the DON and CEC, including media coverage;
- 7) Lead the ceremonial signing of 3 leases of DON land for the development of renewable energy projects;

b) CEC shall:

- 1) Coordinate CEC speakers and attendees;
- 2) Provide Event displays of past CEC projects, with support from the DON;
- 3) Publicize the event to interested parties;
- 4) Participate in the ceremonial signing of the DON-CEC MOU;

c) Hoover shall:

- 1) Provide a venue to accommodate presentations to ~130 event attendees;
- 2) Provide space for Event displays;
- 3) Provide logistics support leading up to and on the day of the Event;
- 4) Coordinate Hoover speakers and attendees;
- 5) Publicize the event to interested parties;
- 6) Be financially responsible for all obligations, assessments, and attendant fees for the Event. Hoover shall absorb any financial loss or retain any excess funds after paying all expenses related to the Event. Hoover agrees to be financially liable for any acts or omissions by Hoover that may be associated with the Event.

- d) Hoover and CEC agree that neither the United States Government nor the DON will be liable for any aspect of the DON's involvement with the Event. Hoover and CEC also agree that they will receive no funds or other compensation from DoD for co-sponsorship or any other aspect of conducting the Event. Further, Hoover and CEC

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agree that the DON will not be liable if the DON reduces the level of its participation or completely withdraws.

- e) Hoover and CEC agree that they will not use the fact of DON's co-sponsorship of this Event to imply endorsement of Hoover or CEC or their events by the United States Government, DoD, or DON. Hoover and CEC will use DON and/or OASN(EI&E)'s name, marks, or logos only in factual publicity for this specific Event. Factual publicity includes such information as dates, times, locations, Event purpose, agendas, and speakers connected with the Event. Such factual publicity shall not indicate or imply that DON's involvement serves as an endorsement of the general policies or activities of Hoover or CEC or any matters outside the Event itself. Where confusion could result, publicity shall be accompanied by a disclaimer to the effect that no endorsement of Hoover or CEC is intended. Any use by Hoover or the CEC of DON's marks, logos and specific literature as permitted by DON shall be strictly limited to the duration of this specific co-sponsorship and any advertising or promotional activities related thereto. Hoover and CEC acknowledge that they shall not be conferred, or acquire any right, title, or ownership interest, in DON logos or DON-specific literature. Neither this co-sponsorship nor the Event shall be used as, or in connection with, any political campaign or promotion.

7. Implementation Provisions

- a) Individual hotel accommodations and travel arrangements will be the responsibility of the individual participant or organization.
- b) Nothing in this MOU shall obligate the U.S. Government or the CEC to expend any appropriated funds for this event.

8. Duration of this MOU. This MOU is effective upon signature of the Parties below and will remain in effect until changed by mutual consent, or until all Parties have satisfied their respective requirements. This MOU creates no commitment or obligation for any Party.

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DON signatory:	CEC signatory:	Hoover signatory:
Date:	Date:	Date:

STATE OF CALIFORNIA

STATE ENERGY RESOURCES  
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION - RE: U.S. DEPARTMENT OF THE NAVY AND THE  
HOOVER INSTITUTION

**RESOLVED**, that the State Energy Resources Conservation and Development Commission (Energy Commission) adopts the staff CEQA findings contained in the Agreement or Amendment Request Form (as applicable); and

**RESOLVED**, that the Energy Commission approves Agreement MOU-16-003 with the U.S. Department of the Navy (DON) and the Hoover Institution to participate in a joint event hosted by the Hoover Institution to discuss the most complex energy challenges facing the nation today; recap lessons learned from energy-related collaboration between the DON and the Energy Commission; and sign an MOU between the DON and the Energy Commission to ensure future collaboration; and

**FURTHER BE IT RESOLVED**, that the Executive Director or his/her designee shall execute the same on behalf of the Energy Commission.

**CERTIFICATION**

The undersigned Secretariat to the Commission does hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted at a meeting of the California Energy Commission held on September 14, 2016.

AYE:

NAY:

ABSENT:

ABSTAIN:

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Cody Goldthrite  
Secretariat