CPSC-IAG-99-1172 05

FEDERAL EMERGENCY MANAGEMENT AGENCY
INTERAGENCY AGREEMENT

PAGE 1 OF

1. INTERAGENCY AGREEMENT NO.	2. EFFECTIVE DATE	3. PROJECT/REQUISITION NO.
EME-1999-IA-0302	SEE BLOCK #16 BELOW	E257056Y

4. ISSUED BY
National Emergency Training Center
Satellite Procurement Office
S. JANE HUWIG
16825 South Seton Avenue
Emmitsburg MD 21727

5. NAME, TITLE & PHONE NUMBER OF EACH GOVERNMENT PROJECT OFFICER FOR BOTH AGENCIES

JOHN OTTOSON (301) 447-1272
(FEMA PO)

ANDREW TROTTA (301) 504-0508 X-1341
(Other Agency's Project Monitor)

6. AGENCY PERFORMING SERVICE
U.S. CONSUMER PRODUCT SAFETY COMMISSION
ATTN: ANDY TROTTA
EAST WEST TOWERS
4330 E. W. HIGHWAY
BETHESDA MD 20814

7. PROJECT TITLE
RANGE FIRE PROJECT

8. PROJECT OBJECTIVE
DEVELOP A FIRE-SAFE GAS COOKSTOVE

9 PERFORMANCE PERIOD OF AGREEMENT
DATE OF AWARD THROUGH MAY 31, 2000

10. ACCOUNTING AND APPROPRIATION DATA See Continuation Sheet

11. DOLLAR VALUE OF AGREEMENT
$50,000.00

12. FUNDING (The Federal Emergency Management Agency agrees to advance/reimburse funds up to the dollar amount of this agreement, upon receipt of a properly executed Standard Form 1080 or 1081. The appropriate form must be executed in original and six copies, be identified with agreement number and accounting data, and transmitted to the following office for funds action.)

National Emergency Training Center
Budget and Finance, E-104

16825 South Seton Avenue
Emmitsburg, MD 21727

FEMA shall reimburse the Agency cited in Block 6 of this form for expenses incurred in providing the requested services with the exception of those that may be caused by administrative error of the agency cited in Block 6 (for example, payment of interest to contractors due to late payment)

(Any funds not utilized for the performance of the work described in this agreement must be returned to the Federal Emergency Management Agency.)

13. PURSUANT TO THE AUTHORITY OF
FEDERAL FIRE PREVENTION AND CONTROL ACT OF 1974 (PUBLIC LAW 101-391)

(The Federal Emergency Management Agency may enter into this agreement. the person executing this agreement has a written delegation of authority to do so on behalf of the agency.)

14 SIGNATURE OF PERSON AUTHORIZED TO SIGN	DATE	16. SIGNATURE OF PERSON AUTHORIZED TO SIGN	DATE
	7/29/99		8/3/99
15. TYPE NAME & TITLE OF PERSON AUTHORIZED TO SIGN Robert J. Frost Contracting Officer U.S. CONSUMER PRODUCT SAFETY COMMISSION		17. TYPE NAME & TITLE OF PERSON AUTHORIZED TO SIGN BRYAN McCREARY CONTRACTING OFFICER FEDERAL EMERGENCY MANAGEMENT AGENCY	

FEMA FORM 40-3 (3/80)

CONTINUATION PAGE

A.1 PRICE/COST SCHEDULE

TEM O.	DESCRIPTION OF SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
001	JO-IA W/CPSC FIRE SAFE GAS COOKSTOVE FUNDING/REQ NO: 01: $50,000.00 E257056Y	1	lot	$50,000.00	$50,000.00

PAGE SUBTOTAL - $50,000.00

GRAND TOTAL --- $50,000.00

CCOUNTING AND APPROPRIATION DATA:

CRN	APPROPRIATION	REQUISITION NUMBER		AMOUNT
01	1999-03A-6200 -6400 -E64002-2589-D	E257056Y	F	$50,000

CPSC APPROPRIATION DATA:
99 EXOB-PS 4400.00 9921725 25.2109
OLD CODE: 99 2 595 21725 25.28

CPSC AUTHORITY: This agreement is made under the authority of Section 29(c) and 29(e) of the Consumer Product Safety Act, 15 U.S.C. 2078(c) and (e).

TRANSFER OF FUNDS: FEMA agrees to contribute $50,000.00 as specified herein upon billing through the OPAC system.

TABLE OF CONTENTS

PAGE

A.1 PRICE/COST SCHEDULE 2

ARTICLES
TO
INTERAGENCY AGREEMENT
FOR
EME-1999-IA-0302

I. PURPOSE

The **U.S. Consumer Product Safety Commission** and the Federal Emergency Management Agency (FEMA), **U.S. Fire Administration (USFA)**, hereby enter into an interagency agreement for **Range Fire Project to develop a fire-safe gas cook stove.**

II. AUTHORITY

The **Federal Fire Prevention and Control Act of 1974 (Public Law 101-391).**

III. STATEMENT OF WORK AND SCHEDULE OF DELIVERABLES

The statement of work is included and attached to this Interagency Agreement.

IV. ADMINISTRATION

Administration of this requirement is the responsibility of **USCPSC** to monitor contract performance, and other program management functions.

V. PROJECT OFFICIALS

A. ROLES

1. The Project Manager (PM) is designated by the Servicing Agency and shall be that agency's principal official involved in the project. The PM is responsible for assuring performance of the services outlined in this Interagency Agreement and compliance with all its provisions. His/her primary interaction with the Requesting Agency for technical guidance shall be with the Project Officer.

2. The Project Officer (PO) shall be an official of the requesting agency. The PO designated by FEMA shall be responsible for the review and monitoring of the tasks prescribed in the Statement of Work.

3. The Contracting Officer (CO) has full authority negotiate, administer and execute all business matters of this Interagency Agreement. Further, should any changes to the scope, budget, schedule, or any other terms of the agreement become necessary, <u>only</u> the CO shall have the authority to amend the Interagency

Agreement.

B. The Project Officer does not have the authority to alter any obligations under this Interagency Agreement. He/She is not authorized to make any representations or commitments of any kind on behalf of the CO for the Requesting Agency. Any circumstances which may arise requiring a change in the terms of this Interagency Agreement shall be referred to the CO by the PO with his/her analysis and recommendations. The CO shall retain final authority to implement any changes to this Interagency Agreement.

C. IDENTIFICATION

1. Thee Project Manager is: **Andrew Trotta**
(301) 504-0508 x-1341

2. The Project Officer is: **John Ottoson**
(301) 447-1272

3. The Contracting Officer is: Bryan S. McCreary
(301)-447-1058

VI. ON-CAMPUS HOUSING

Dormitory rooms are available to **USCPSC** and **USCPSC's** contractors for overnight housing when such personnel are required to be on campus at the NETC for meetings or the conduct of training activities. The room(s) is/are provided at no cost to the Contractor, however, the provision of such is considered to be part of the compensation to the Contractor and must be reported as income for tax purposes. The value of any room(s) provided shall not exceed $30.00 per night. The Contractor shall notify the Project Officer of housing requirements as soon as they are known to allow a reasonable time for arrangements to be made.

VII. FUNDING

The Federal Emergency Management Agency agrees to transfer funds to the **USCPSC** to be used to provide personnel, equipment, materials and logistical support to perform the work necessary to support this requirement. The work shall be performed in accordance with the tasks specified in the statement of work.

VIII. PERIOD OF PERFORMANCE

The period of performance for this Interagency Agreement is from the effective date (date of issue) through **May 31, 2000.**

IX. CANCELLATION OF THE INTERAGENCY AGREEMENT

Termination of this Agreement may be effected by either party upon 60 days written notice.

X. CONTENT OF THE INTERAGENCY AGREEMENT

This Interagency Agreement number **EME-1999-IA-0302** consists of the following:

A. Cover page, FEMA Form 40-3, Interagency Agreement.
B. Schedule of Articles I through X.
C. Statement of Work.

United States Consumer Product Safety Commission
Proposed Statement of Work for FY 99 Range Fire Project

Background

Ranges and ovens have been a leading cause of residential fires for many years. Fires originating on the rangetop, versus the oven, annually (1994-1996) accounted for 71,600 fires (83% of all rangetop and oven fires), 215 deaths, 3,700 injuries and $262 million in property loss annually. Ignition of cooking materials accounted for 73% (52,500) of the rangetop fires.

In 1994, the U.S. Consumer Product Safety Commission (CPSC) initiated a project to reduce the number of rangetop cooking fires. After some initial study, the project objective evolved into exploring the possibility of developing a sensor that could be adapted to a range, and a control system that could act to prevent cooking fires. Results of three phase of tests conducted by the National Institute of Standards and Technology (NIST) and CPSC staff indicated that a control system that shuts off the range or reduces its heat output has the potential to prevent ignition of cooking materials.

In FY 98, CPSC staff designed and fabricated an experimental range control system for an electric range based on measuring temperature on the bottom of the cooking pan. Tests demonstrated that the system successfully prevented ignition of cooking materials. Additional work to harden the system for everyday use was expected to be transitioned to industry.

Resource limitations did not permit CPSC to pursue development of a control system for a gas range. However, a gas range control system was developed through a collaborative effort between Eaton Corporation and Arthur D. Little under a Gas Research Institute sponsored research in 1995. The control system, called the *SMART Cooktop*, was intended to enhance and automate cooking performance but appeared to have possible safety applications. Range manufacturers did not express interest, and Eaton sold the technology to Siebe Appliance Controls.

Proposal

CPSC staff proposes that $50,000 from USFA be used to fund further development of range control demonstration systems to reduce cooking fires. The primary focus of the effort will be to advance the development of a gas range control system. This will be accomplished through either (1) contracting with Siebe to purchase at least one SMART Cooktop for testing or (2) contracting a vendor with appropriate technical expertise to design, build and test a similar control system.

A secondary focus of the work will be to further development of the electric burner control. The objective of this subtask is to improve durability and manufacturability of the CPSC experimental system and to evaluate some existing products that enhance electric burner control through temperature sensing.

July 15, 1999

Memorandum of Understanding

between

The U.S. Consumer Product Safety Commission

and

The United States Fire Administration of FEMA

I. Introduction:

The U.S. Consumer Product Safety Commission (CPSC), established by the Consumer Product Safety Act, 15 U.S.C. 2051 on October 27, 1972, is charged with protecting the American public against unreasonable risks of injury associated with consumer products. Injuries and deaths resulting from fires receive particular emphasis in many of the agency's activities.

The United States Fire Administration (USFA) was established by the Fire Prevention and Control Act of 1974, and is now a part of the Federal Emergency Management Agency (FEMA). The Fire Administration's primary function is to lead a national effort to meet the needs of state, municipal, and private interests in controlling this country's fire problem. USFA performs its function by providing information, data, training, direction, technical and financial assistance, and by developing needed technology for the use of State, local, and private institutions.

CPSC and USFA recognize that they share significant common interests in protecting the American public from the dangers and losses associated with fires. This Memorandum of Understanding (MOU) provides an opportunity for both organizations to facilitate the achievement of common goals.

II. Purpose:

The purpose of this document is to set forth a broad commitment between CPSC and USFA to:

a. maintain continued cooperation in the agencies' activities,
b. establish a general procedure for maintaining technical cooperation and information exchange between the agencies,
c. describe the conditions under which cooperative efforts between the agencies will be conducted, and
d. identify the types of services that will be provided by each agency.

By working cooperatively in areas of common interest, CPSC and USFA anticipate more efficient and effective use of their individual resources. These efforts should make positive

contributions to reducing the risks and losses associated with fires.

III. Statement of Agreement:

Both agencies desire to develop close cooperation and coordination to ensure the maximum use of the data, information, contacts, and technical resources of both organizations in appropriate areas of common interest. The intent of this document is to provide a framework for such cooperation.

A. CPSC, in accordance with its statutory authority, established policy, priorities, funding, and staffing patterns will undertake public information and education campaigns and fire data collection and analysis efforts with USFA by:

1. Providing technical advice and consultation to USFA in areas in which CPSC possesses the appropriate and needed technical expertise.

2. Providing all non-confidential technical reports, publications, and other results of CPSC program activity related to fire protection and prevention.

3. Providing information and education materials including cooperation with USFA to the extent possible in joint consumer information/education projects that may occur throughout the year. USFA may reproduce and distribute any appropriate CPSC materials at its discretion.

4. Giving due consideration to suggestions from USFA concerning product fire safety needs in its budget and priority-setting activities.

5. Developing with USFA improved fire data collection and analysis techniques, and cooperating as fully as possible in the collection and analysis of such data. CPSC agrees to meet with USFA at least twice annually to discuss data collection and analysis matters of mutual interest.

6. Undertaking other cooperative activities as mutually agreed upon.

B. USFA, in accordance with its statutory authority, established policies, management priorities, funding, and staffing patterns, agrees to:

1. Provide annual data tapes of National Fire Incident Reporting System (NFIRS) data to CPSC.

2. Provide technical advice and consultation to CPSC in areas in which USFA possesses the appropriate and needed technical expertise.

3. Provide all non-confidential technical reports, publications, and other results of USFA program activity related to fire protection and prevention.

4. Develop with CPSC improved fire data collection and analysis techniques, and to cooperate as fully as possible in the collection and analysis of such data.

5. Seek CPSC input to National Fire Academy on plans for course materials and delivery approaches.

6. Undertake other cooperative activities as mutually agreed upon.

IV. Mode of Operation:

To facilitate the activities described as fulfilling the intent of this agreement, the mode of operation agreed upon will be as follows:

1. CPSC and USFA agree that all initial communications relating to the cooperative activities described above shall be conducted through an identified principal point of contact in each agency. The CPSC point of contact will be the Executive Director or his or her designee, and the USFA point of contact will be the Deputy Administrator or his or her designee.

2. Information resulting from research conducted at or sponsored by either agency and supported by the other shall be provided to each in accordance with any applicable statutory requirements. Each agency reserves the right to utilize the research results and to release those results and findings; however, any such release shall indicate the source of the research and will acknowledge the support of each agency, and adhere to both organizations' statutory requirements concerning the release of information.

3. The fact of CPSC and USFA entering into this interagency agreement shall not be construed as USFA endorsement of any regulatory action taken by CPSC, nor endorsement of USFA action by CPSC. Further, this agreement shall not be interpreted in any way to indicate that it is for any other purposes than those explicitly stated herein.

4. CPSC and USFA recognize the importance of implementing this MOU and agree to meet early to establish a schedule of activities on these important issues.

V. Termination:

CPSC and USFA agree that this Memorandum of Understanding may be terminated by either agency 60 days after notifying the other agency in writing.

VI. Signatures:

Jacqueline Jones-Smith
Chairman
Consumer Product Safety Commission

12/21/92
Date

Olin L. Greene
Administrator
United States Fire Administration

1/8/93
Date