

CPSC-I-10-0020
MEMORANDA OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF HOMELAND SECURITY
AND THE
UNITED STATES CONSUMER PRODUCT SAFETY COMMISSION
Regarding Use of the
National Emergency Training Center

1. PARTIES. The parties to this Memoranda of Understanding (MOU) are the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/U.S. Fire Administration (USFA), and the United States Consumer Product Safety Commission (CPSC).
2. AUTHORITY. This document is an intra-governmental Agreement between the parties and does not create or confer any rights, privileges or benefits upon any person, party, or entity.

This Agreement is authorized under the provisions of:
Consumer Product Safety Act Section 27 (g) -15 USC § 2076(g)

3. PURPOSE. This Agreement provides the terms and conditions under which the CPSC will make use of specific areas of the grounds at the National Emergency Training Center (NETC), under the control of USFA, located in Emmitsburg, Maryland 21727, to test recreational off-highway vehicles (ROVs).

The CPSC staff will supply all necessary test vehicles, equipment, instrumentation, and personnel required to perform dynamic testing of the ROVs. The dynamic tests will consist of remote operation of the vehicle in various configurations and maneuvers to assess occupant retention and protection.

4. BACKGROUND. The CPSC is an independent federal regulatory agency formed to protect the public against unreasonable risk of injuries and deaths associated with consumer products.

CPSC staff is aware of over 181 ROV-related fatality and injury incidents occurring between January 2003 and August 2009. ROVs are motorized vehicles having four or more low pressure tires designed for off-road use, a steering wheel for steering control, foot controls for throttle and braking, bench or bucket seats for side-by-side seating, a rollover protective structure (ROPS), a restraint system, and a maximum speed greater than 30 miles per hour.

As part of ongoing rulemaking activity related to ROVs, CPSC staff is interested in conducting dynamic tests to evaluate the performance of a vehicle's occupant retention and protection system design. The dynamic tests will consist of remote operation of the test vehicles in various configurations and maneuvers to assess occupant retention and protection. The tests require unpaved areas of sufficient size to allow operation of the vehicle in a straight line up to approximately 300 feet in length and in circles up to 50 feet in radius. Some tests may also require operation of the vehicles on embankments of various grades. In some instances, the surface of the test areas may be prepared to achieve a desired uniform consistency.

5. RESPONSIBILITIES.

a. USFA/NETC will:

- Provide exclusive access to the space designated for the CPSC to conduct the outdoor testing of ROVs.
- Permit CPSC personnel to have access to administrative facilities available on the premises of NETC, to include parking and cafeteria, when present on official business.
- In the event of a national security emergency, access or use of the campus will not be allowed for the duration of that event.

b. CPSC will:

- Coordinate with and obtain written approval from the Director, NETC Management Operations, and Support Services Division (MOSS) (or his representative) in advance for the CPSC's non-emergency access to the designated spaces and for the preparation of testing vehicles.
- Bear their own liability and costs with regard to any activities undertaken pursuant to this MOU, to include expenses associated with the preparation and with damages to the terrain due to the testing, and are legally responsible for their personnel working pursuant to this MOU.
- Provide the USFA point of contact with list of all CPSC personnel who will need access to the NETC campus for scheduled testing.
- Adhere to FEMA and USFA regulations and guidelines applicable to use of the NETC campus.

6. POINTS OF CONTACT.

a. USFA/NETC:

Perry Joy, Supervisory Program Specialist
Phone: 301.447.1414
Fax: 301.447.1520
Email: Perry.Joy@dhs.gov

b. CPSC:

Caroleene Paul
Mechanical Engineer, Division of Mechanical Engineering
U.S. Consumer Product Safety Commission
4330 East West Hwy, Bethesda, MD 20814
Phone: 301.504.7540
Fax: 301.504.0533
Email: cpaul@cpsc.gov

Mark Kumagai
Director, Division of Mechanical Engineering
U.S. Consumer Product Safety Commission
4330 East West Hwy, Bethesda, MD 20814
Phone: 301.504.7532
Fax: 301.504.0533
Email: mkumagai@cpsc.gov

7. ADMINISTRATIVE. An original copy of this Agreement shall be maintained by the MOSS Division, USFA. There is no requirement for status/progress reports from either of the parties.
8. OTHER PROVISIONS. Nothing in this Agreement is intended to conflict with current laws, regulations or directives of DHS, FEMA, or USCPSC. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.

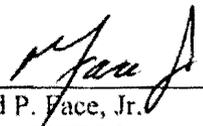
The use of the grounds at NETC is provided to CPSC at no charge. If it is determined in the future, based on mutual agreement by both agencies, that funds must be provided due to the nature of a service, a modification will be issued to provide funding
9. CLAIMS AND LIABILITY. The CPSC agrees and undertakes responsibilities for the investigation, adjudication, settlement, and payment of any claim asserted against the United States arising from its use of NETC for the purposes of this Agreement.
10. EFFECTIVE DATE. This Agreement shall be effective on the date of the last signature by the parties.
11. MODIFICATION. This Agreement may be amended by written agreement of the parties.

12. TERMINATION. The terms of this Agreement, as modified with the consent of both parties, will remain in effect indefinitely upon agreement of the parties. The Agreement may be extended by mutual written agreement of the parties. Either party may terminate this Agreement at any time upon giving at least 30 days advance written notice.

13. DISAGREEMENTS. In the event that CPSC and DHS have a disagreement arising under this interagency agreement, the parties shall cooperatively seek to resolve the disagreement by themselves. If the disagreement cannot be resolved between them, the parties agree to seek the assistance of a third party in resolving the disagreement.

14. APPROVED BY:

For NETC:



Ronald P. Face, Jr.
Director, NETC Management, Operations
and Support Services
U.S. Fire Administration

8/19/2010
Date

For CPSC:



Donna Hutton
Contracting Officer

8/19/10
Date