

Pecunies, Russ

From: Sevier, Adrian [Adrian.Sevier@fema.gov]
Sent: Friday, April 12, 2002 9:09 AM
To: Trask, Patricia; 'russp@dep.nyc.gov'; 'Jean.Cox@semo.state.ny.us'; 'LevineM@omb.nyc.gov'
Cc: Weinhouse, Amy
Subject: RE: DEP Building Exterior Cleaning

Pat, let me make some additional comments regarding the License Agreement and the points you raised:

1. The use of FEMA's name as providing financial assistance is not necessary and should be deleted from the letter that will accompany the License Agreement;
2. The License Agreement does not protect the Licensee from claims arising out of the dust being redistributed by the cleaning process nor does there appear to be adequate insurance requirements. FEMA intends to reimburse for this clean-up as Category A debris removal. As such, the State of NY is obligated pursuant to the Stafford Act and has agreed pursuant to the FEMA-State agreement to indemnify FEMA for any claims arising out of this private property debris removal. FEMA wants no confusion over this matter or indemnification that might arise because this dust is not the sort of "debris" that FEMA typically reimburses for;
3. Since this cleanup is benefitting private property owners that are typically insured, language should be inserted into the License Agreement addressing duplication of benefits. Suggested language:

Licenser shall reimburse Licensee for the removal of the debris accumulations provided for in this License Agreement from any compensation it receives from any other source including, but not limited to, the Small Business Administration, private insurance or any other local, state or federal assistance program. Licenser shall make claim for any applicable insurance coverage for these Premises and shall report to Licensee any insurance settlements or other source of funding for debris removal that has been performed at Licensee's expense.

Adrian Sevier
 FEMA Office of General Counsel
 500 "C" Street, SW
 Washington, DC 20472
 (202) 646-3696

> -----Original Message-----

> From: Trask, Patricia
 > Sent: Thursday, April 11, 2002 4:23 PM
 > To: 'russp@dep.nyc.gov'; 'Jean.Cox@semo.state.ny.us';
 > 'LevineM@omb.nyc.gov'
 > Cc: Sevier, Adrian; Weinhouse, Amy
 > Subject: DEP Building Exterior Cleaning

> These are the issues that I believe we are agreed to resolve as soon as
 > possible to move this project forward:

- > 1. The License Agreement needs language that addresses the duplication of
 > benefits issue; FEMA OGC will write it.
- > 2. The Bid Package does not require the asbestos remediation contractors
 > to obtain insurance for Environmental Impairment Liability Insurance or
 > Contractor's Environmental Impairment Liability Insurance: Russ,
 > will you find out why not?
- > 3. Jean Cox will arrange with NYC DEP for indemnification of New York
 > State from claims arising out of the debris removal from buildings so that
 > the State will be able to fulfill its obligation under the FEMA-State
 > Agreement to indemnify and hold harmless the U.S. Govt. and FEMA from such
 > claims.

> If there are other outstanding legal issues, please bring them up ASAP in
> a response email. Russ Pecunies of the DEP legal office informed me that
> the department is ready to award the contract on Monday, April 16th.
> Russ, if this has changed, please let us know.
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> Michele, I have included you in this since your email to Steve Hagerty was
> forwarded to me today. I didn't know that you were involved in these
> issues.
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> Please address your replies to me and copy everyone else so that I can be
> the point of contact. Thanks, everyone.
>
> Patricia C. Trask
> FEMA Field Attorney
> (212) 693-7490
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