



**New Hampshire
Employment
Security**

www.nhes.nh.gov

"We're working to keep New Hampshire working"

ADMINISTRATIVE OFFICE
32 SOUTH MAIN STREET
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

September 4, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTIONS

- (1) Pursuant to RSA 4:8, authorize New Hampshire Employment Security (NHES) to accept a donation from Franklin Public Library in the form of no cost lease space for the purpose of offering employment support to residents in the Franklin and Tilton areas as needed. Donation value is estimated to be \$1,500 per year.
- (2) Authorize NHES to enter into the agreement to lease space at no cost from Franklin Public Library for a period of approximately three (3) years upon Governor and Council approval through September 18, 2016 in order to achieve the above-stated purpose (please see the attached License for Use of Premises for details of the agreement). The agreement may be renewed for additional one year increments thereafter upon such terms and conditions as may be mutually agreed upon in writing by the parties. Any such extension of the agreement will be subject to Governor and Council approval.

EXPLANATION

Franklin Public Library, as part of their public service commitment, has agreed that NHES can meet with area residents to work on employment initiatives, as needed.

Through its collaboration with Franklin Public Library, NHES will meet with area residents to address a variety of employment challenges, including, but not limited to, unemployment insurance, re-employment services, and labor market/occupational information. NHES is working directly to meet the needs of disenfranchised clients who would otherwise be unable to travel to local offices.

Franklin Public Library has generously agreed to donate space for NHES to work directly with area residents. This donation of no cost lease space has an estimated value of \$1,500, based on cost of NHES itinerant office in Plymouth, and affirmed by Franklin Public Library.

Your consideration of our request is appreciated.

Respectfully submitted,

George N. Copadis
Commissioner

GNC/jdr

LICENSE FOR USE OF PREMISES

This agreement is made this 22 day of August, 2013, by and between New Hampshire Employment Services (NHES), 32 South Main Street, Concord, NH 03301 (Licensee) and the Franklin Public Library, 310 Central Street, Franklin, NH 03235 (Licensor).

WHEREAS:

- A. The Licensee wishes to provide enhanced access to its services to NHES clientele in the Franklin Region; and
- B. The Licensor wishes to support the work of NHES in order to further the licensor's mission of assisting those in need by providing person-to-person service to relieve issues inherent in disenfranchisement associated with unemployment, and
- C. Licensor has office space available in its Premises at 310 Central Street, Franklin, NH which can accommodate individual service by an NHES or NHES Veterans' representative, as well as NHES workshops and orientations; and

NOW THEREFORE: Pursuant to this Agreement, the use and occupancy of the Premises will be subject to the following conditions:

- 1. Premises: The space made available for the use of NHES will accommodate NHES workshops and orientations consisting of several clients simultaneously and will afford the privacy necessary to conduct meetings, workshops and orientations with NHES clientele.
- 2. Term: This agreement will commence upon approval by the Governor and Executive Council and terminate on September 18, 2016 unless sooner terminated in accordance with the provisions of the agreement. The agreement may be renewed for additional one year increments thereafter upon such terms and conditions as may be mutually agreed upon by the parties.
- 3. License Agreement at No Cost: The Franklin Public Library shall make available to NHES the use and occupancy of the Premises at no cost.
- 4. Payment of Utilities: The Licensor will be responsible for making direct payment and remittance to the providers of Water, Sewer, Electricity, Heat, Hot Water, Trash Removal, Telephone, Cable and Internet Connectivity.
- 5. Safety and Regulatory Standards: The Licensor shall, at his expense wherever necessary and required, either continue to furnish safety devices and take necessary precautions to protect life and property or give notice to the Licensee that such precautions are not being met. The Licensor shall continue to ensure that the Premises will be compliant with the requirements of the Americans with Disabilities Act as well as state and local health and safety requirements or give notice to the Licensee that such requirements are not being met.
- 6. Licensee shall be prepared with equipment and supplies necessary to provide services to its clients at the offices of the Licensor.

Insurance:

- 7.1. During the Term and any extension thereof, the Licenser will at its sole expense continue to obtain and maintain in force, and will require any subcontractor or assignee to obtain and maintain in force, the following insurance with respect to the Premises and the property of which the Premises are a part: comprehensive general liability insurance against all claims of bodily injury, death or property damage occurring on, (or claimed to have occurred on) in or about the Premises. Such insurance is to provide minimum insured coverage conforming to: General Liability coverage of not less than five million (\$5,000,000) per occurrence. The policies described herein will be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire. Each certificate(s) of insurance will contain a clause requiring the insurer to endeavor to provide the Licensee no less than ten (10) days prior written notice of cancellation or modification of the policy. The Licenser will supply the Licensee with certificates of insurance for all insurance required under this Agreement, (or for any Extension or Amendment thereof) which will be attached and are incorporated herein by reference. During the Term of the Agreement the Licenser will furnish the Licensee with certificate(s) of renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the policies.
- 7.2. Licenser will not be responsible for insurance on any contents or equipment of Licensee.

8. Liability:

- 8.1. The Licenser will not be responsible for accidents incurred to individuals using the Premises during the Licensee's use, unless directly attributable to negligence on the part of the Licenser or its employees.
- 8.2. The Licensee will be responsible for any suit or claim for damages resulting from any and all acts, omissions or conduct of the Licensee's employees or agents. The Licenser will be responsible for any suit or claim for damages resulting from any and all acts, omissions or conduct of the Licenser's employees or agents.
9. Sovereign Immunity: No provision in this Agreement is intended to be nor will it be interpreted by either party to be a waiver of sovereign immunity.
10. Assignment of Agreement: The Licensee will not assign or sublet the Premises .
11. Building Access: Licenser will provide building access and access keys to the Licensee; the Licensee will return all keys provided to them upon termination of the Term.
12. Repairs and Maintenance: The Licenser will be responsible for all building repairs and maintenance necessary for the proper use and occupancy of the premises, with the exception of needed repairs caused by the Licensee.
13. Breach of Contract, Licenser's remedy: If the Licensee fails to perform any of the agreements or covenants set forth herein, the Licenser may declare the Agreement to be violated and with thirty (30) days prior written notice to the Licensee the Licenser may terminate the Agreement, and take possession of the premises.
14. Security, Cleaning and Damage Deposit: WAIVED by Licenser.
15. Notwithstanding the foregoing provisions, either party may terminate this Agreement upon sixty (60) calendar days prior written notice to the other party.

16. Notice: Notice of termination and all official correspondence will be sent to the other Party at their mailing address given below addressed to the attention of the Contact Person listed therein.
17. This License for Use is to be construed according to the laws of the State of New Hampshire.
18. This License embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings between the parties hereto or relating to subject matter thereof.
19. This License may only be modified or amended by mutual agreement of the parties in writing and signed by a duly authorized representative of each of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first above written.

Ernest Liakis, NH Employment Services
C/O Helen A. Dinsmore, Contracts
32 South Main Street
Concord NH 03301-4857
Telephone: (603) 229-4412.

Robert Sargent, Director
Franklin Public Library
310 Central Street
Franklin, NH 03235
Telephone: (603) 934-2911

LICENSOR:

Franklin Public Library

By: Robert M. Sargent

STATE OF NEW HAMPSHIRE COUNTY OF Merrimack

On this 22nd day of August, 2013, before me, the undersigned officer, personally appeared Robert Sargent, who acknowledged herself/himself to be, Library Director and that he/she, as Library Director being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Robert Sargent by herself/himself as Library Director.

In witness thereof I hereunto set my hand and official seal,

Kiley J. Joslyn Notary Public/Justice of the Peace

KILEY JOSLYN, Notary Public
My Commission Expires April 18, 2017

LICENSEE:

New Hampshire Employment Services

By: _____

George N. Copadis, Commissioner

Approved by the Department of Justice as to form, substance and execution:

Approval Date: : _____

9/8/13

Approved By: _____

Approved by the Governor and Executive Council:

Approval Date: : _____

Approved By: _____

CERTIFICATE OF VOTE
FRANKLIN PUBLIC LIBRARY

From Aug 21, 2013 to the present Judith A. Ackerson,
Date Printed Name of Authorizing Person - Not the person signing the contract

Judith A. Ackerson, Chairperson, Board of Trustees
Signature Title

of Franklin Public Library, hereby authorizes Robert Sargent,
Printed Name of Person being authorized - Person signing contract

Robert M. Sargent, Library Director
Signature Title

to execute, submit, deliver and amend, on behalf of Franklin Public Library, any and all documents or contracts in connection with NH Employment no-cost lease agreement. Intended effective dates: July 31, 2013 through July 31, 2016.

Acknowledgement: State of N.H., County of Merrimack on

Aug 21, 2013, before the undersigned officer, personally appeared

Judith A. Ackerson and Robert M. Sargent
Authorizing Person - Not person signing contract Person being Authorized - Person signing the contract

identified as

Chairperson, Franklin Library Board and Library Director
Title of Authorizing Person Title of Person being Authorized

or satisfactorily proven to be the person whose name is signed as

Judith A. Ackerson and Robert M. Sargent
Authorizing Person Person being Authorized

above, and acknowledged that she/he/they executed this document in the capacity indicated.

Kiley Joslyn
Signature of Notary Public/Justice of Peace

[Seal]

KILEY JOSLYN, Notary Public
My Commission Expires April 18, 2017

Name & Title of Notary Public/Justice of Peace

Commission Expires

PLT: Certificate of Coverage

Franklin

Page 1 of 1

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend, or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF EITHER OR BOTH OF THE COMPANIES AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS

Participating Member: City of Franklin Member Number: 027-090185-14		Company A: Local Government Center Property-Liability Trust, LLC Company B: Local Government Center Worker's Compensation Trust, LLC P.O. Box 2008, Concord, NH 03302-0617													
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH Statutory limits)												
☒ General Liability (Member Agreement Section III.A)	7/1/2013	6/30/2014	<table border="1"> <tr><td>Each Occurrence</td><td>\$5,000,000</td></tr> <tr><td>General Aggregate</td><td>\$</td></tr> <tr><td>Personal & Adv Injury</td><td>\$</td></tr> <tr><td>Mod Exp (any one person)</td><td>\$</td></tr> <tr><td>Products-Comp/Op Agg</td><td>\$</td></tr> <tr><td>Fire Damage (each fire)</td><td>\$</td></tr> </table>	Each Occurrence	\$5,000,000	General Aggregate	\$	Personal & Adv Injury	\$	Mod Exp (any one person)	\$	Products-Comp/Op Agg	\$	Fire Damage (each fire)	\$
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☒ Automobile Liability (Member Agreement Section III.A) ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ Other _____	7/1/2013	6/30/2014	<table border="1"> <tr><td>Each Occurrence</td><td>\$</td></tr> <tr><td>Bodily Injury (per person)</td><td>\$</td></tr> <tr><td>Bodily Injury (per accident)</td><td>\$</td></tr> <tr><td>Property Damage (per accident)</td><td>\$</td></tr> </table>	Each Occurrence	\$	Bodily Injury (per person)	\$	Bodily Injury (per accident)	\$	Property Damage (per accident)	\$				
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☐ Excess Liability			<table border="1"> <tr><td>Each Occurrence</td><td>\$N/A</td></tr> <tr><td>Aggregate</td><td>\$N/A</td></tr> </table>	Each Occurrence	\$N/A	Aggregate	\$N/A								
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☒ Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2013	6/30/2014	\$ Per Scheduled Limits and Member Agreement												
☒ Workers Compensation (Coverage A) Employer's Liability (Coverage B)	7/1/2013	6/30/2014	<table border="1"> <tr><td>☐ Statutory / Cov. A</td><td></td></tr> <tr><td>Each Accident / Cov. B</td><td>\$2,000,000</td></tr> <tr><td>Disease - Each Employee</td><td>\$2,000,000</td></tr> <tr><td>Disease - Policy Limit</td><td>\$2,000,000</td></tr> </table>	☐ Statutory / Cov. A		Each Accident / Cov. B	\$2,000,000	Disease - Each Employee	\$2,000,000	Disease - Policy Limit	\$2,000,000				
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Description: Proof of Coverage relative to Library at 310 Central Street.															

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

☒ Certificate Holder Only		
Certificate Holder: NH EMPLOYMENT SECURITY 32 SOUTH MAIN STREET CONCORD, NH 03301		Date Issued: 7/24/2013 Please direct inquiries to: Debra A. Lewis 603.224.7447x3332