



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

July 8, 2016

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 St. Vincent de Paul Society, Exeter, in the form of no cost lease space for the purpose of offering employment support to residents in Exeter area 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 St. Vincent de Paul Society for a period of approximately three (3) years 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 New Hampshire Governor and Council approval.

EXPLANATION

St. Vincent de Paul Society, Exeter, as part of their public service commitment, has invited that NHES to meet with area residents at its facility, to work on employment initiatives, as needed.

Through its collaboration with St. Vincent de Paul Society, Exeter, 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.

St. Vincent de Paul Society, 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 St. Vincent de Paul Society.

Your consideration of our request is appreciated.

Respectfully submitted,

George N. Copadis
Commissioner

GNC/lat

LICENSE FOR USE OF PREMISES

This agreement is made this 8th day of July, 2016, by and between New Hampshire Employment Services (NHES), 45 South Fruit Street, Concord, NH 03301 (Licensee) and the St. Vincent de Paul Society, 53 Lincoln Street, Exeter, NH 03833(Licensor). The St. Vincent de Paul Society is a non-profit organization under 26 U.S.C. section 501(c)(3).

WHEREAS:

- A. The Licensee wishes to provide enhanced access to its services to NHES clientele in the Exeter 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 53 Lincoln Street, Exeter, 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 August 14, 2019 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 in writing by the parties. Any such extension of the agreement will be subject to New Hampshire Governor and Council Approval.
- 3. License Agreement at No Cost: The St. Vincent de Paul Society 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.

7. Insurance:

- 7.1. During the Term and any extension thereof, the Licensor 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 one million (\$1,000,000) per occurrence and not less than two million (\$2,000,000) general aggregate. 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 Licensor 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 Licensor 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. Licensor will not be responsible for insurance on any contents or equipment of Licensee.

8. Liability:

- 8.1. The Licensor 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 Licensor 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 Licensor will be responsible for any suit or claim for damages resulting from any and all acts, omissions or conduct of the Licensor'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: Licensor 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 Licensor 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, Licensor's remedy: If the Licensee fails to perform any of the agreements or covenants set forth herein, the Licensor may declare the Agreement to be violated and with thirty (30) days prior written notice to the Licensee the Licensor may terminate the Agreement, and take possession of the premises.
 14. Security, Cleaning and Damage Deposit: WAIVED by Licensor.
 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.

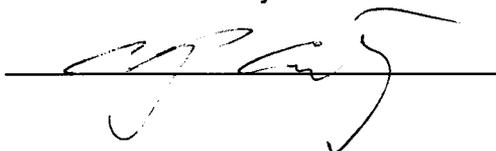
IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first above written.

Richard J. Lavers
 New Hampshire Department of Employment Security
 45 South Fruit Street
 Concord, NH 03301
 Telephone: (603) 228-4004.

Cleo Castonguay, President
 St. Vincent De Paul Society
 53 Lincoln Street
 Exeter, NH 03833
 Telephone: (603) 772-9922

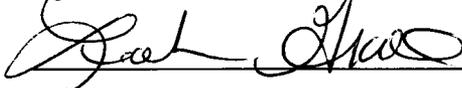
LICENSOR:

St. Vincent de Paul Society

By: 

STATE OF NEW HAMPSHIRE COUNTY OF Rockingham
 On this June day of 27th, 2016, before me, the undersigned officer, personally appeared Cleo Castonguay, who acknowledged herself/himself to be, _____
President of Society of St. Vincent de Paul and that he/she, as President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Cleo Castonguay by herself/himself as President of St. Vincent de Paul Society.

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

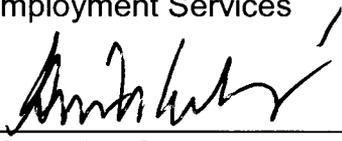
 Notary Public/Justice of the Peace

LEAH GRANT, Notary Public
My Commission Expires September 3, 2019

LICENSEE:

New Hampshire Employment Services

By: _____



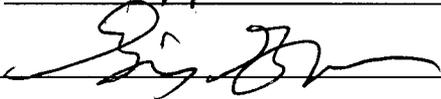
George N. Copadis, Commissioner

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

Approval Date: : _____

7/19/16

Approved By: _____



Approved by the Governor and Executive Council:

Approval Date: : _____

Approved By: _____

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Society of St. Vincent De Paul Exeter is a New Hampshire nonprofit corporation formed January 18, 2006. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of June A.D. 2016

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

Certificate of Vote

Society of St Vincent de Paul Exeter, NH

From January 1, 2016 to August 31, 2016

Lorraine C. Sturdy

Lorraine Sturdy, Secretary

Of the Society of St Vincent de Paul (SVdP) Exeter, hereby authorizes

Cleo P. Castonguay

Cleo P. Castonguay, SVdP Exeter President

To execute, submit deliver and amend on behalf of Society of St Vincent de Paul Exeter any and all documents or contracts in connection with NH Employment Security no cost lease agreement. Intended effective dates August 14, 2016 - August 14, 2019.

Acknowledgment: State of NH, County of Rockingham on 6/27/2016 before the under signed officer, personally appeared Lorraine Sturdy and Cleo P. Castonguay.

Identified as- SVdP Exeter Secretary

SVdP President

Lorraine C. Sturdy
Secretary

Cleo P. Castonguay
President

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

Leah Grant

Signature of Notary Public/Justice of the Peace

Leah Grant

Name and Title of Notary Public/Justice of the Peace

[Seal] LEAH GRANT, Notary Public
My Commission Expires September 3, 2019

Commission Expires



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Pat Mack PHONE (A/C, No, Ext): (603) 293-2791 E-MAIL ADDRESS: pat@esinsurance.com	FAX (A/C, No): (603) 293-7188
	INSURER(S) AFFORDING COVERAGE	
INSURED St Vincent de Paul Society PO Box 176 Exeter NH 03833-0176	INSURER A: Philadelphia Insurance Co	
	INSURER B: Technology Insurance Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 2016** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1503290	7/13/2016	7/13/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						
	B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N N	N/A	TWC3514400

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Maria.Dalterio@nhes.nh.gov NH Employment Security 45 South Fruit Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Pat Mack/PAT
-------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

© 1988-2014 ACORD CORPORATION. All rights reserved.