

# UConn

UNIVERSITY OF CONNECTICUT

*Board of*



# TRUSTEES

VOL. 206 APRIL 16, 2020

# **ATTACHMENT 1**

**EMERGENCY TELEPHONE MEETING  
UNIVERSITY OF CONNECTICUT BOARD OF TRUSTEES**

**AGENDA**

Meeting held by Telephone

April 16, 2020

Public Call In Number:  
(415) 655-0002 US Toll  
Access Code: 647 939 273##  
*(Note that the meeting will be recorded.)*

Call to order at **5:00 p.m.**

1. Sublease between the University of Connecticut and the City of Stamford (Attachment 1)
2. Adjournment

PLEASE NOTE: *If you are an individual with a disability and require accommodations, please call the Board of Trustees Office at (860) 486-2333 prior to the meeting.*

**SUBLEASE**  
**BETWEEN**  
**THE UNIVERSITY OF CONNECTICUT**  
**AND**  
**THE CITY OF STAMFORD**

This Sublease by the University of Connecticut (“UConn”) of certain real property located at 900 Washington Boulevard in the City of Stamford, to the City of Stamford (“City”) is made effective as of the 17th day of April, 2020.

WHEREAS, the Governor of the State of Connecticut issued declarations of public health and civil preparedness emergencies, proclaiming a state of emergency throughout the State of Connecticut as a result of the coronavirus disease (“COVID-19”) outbreak in the United States and confirmed spread in Connecticut; and

WHEREAS, the City of Stamford has identified an immediate need of alternative housing for isolation of displaced and/or sickened individuals to support efforts to avoid transmitting the disease to family members; and

WHEREAS, UConn owns or controls certain real property containing residential units located at 900 Washington Boulevard, Stamford, being Unit Number 1 of a common interest community known as University Plaza Condominium (hereinafter “PREMISES”);

WHEREAS, UConn has entered into certain leasing agreements with RMS Main Street, LLC (“RMS”) pursuant to which UConn may and does utilize the PREMISES for student housing;

WHEREAS, pursuant to a Master Sublease, dated May 10, 2017, between RMS and UConn (hereinafter “Master Sublease”), attached hereto as Exhibit A, UConn has an unrestricted right to sublet the PREMISES, in whole or in part, provided any such sublease is subject to and subordinate to the rights of RMS; and

WHEREAS, UConn hereby agrees to sublease the PREMISES to the City, subject to and subordinate to the rights of RMS, which rights are set forth in the Master Sublease, and are understood and agreed to by the City, upon the following terms and conditions.

1. **PREMISES**

UConn hereby subleases the PREMISES to the City, which consists of 115 apartments, containing 187 bedrooms and 396 beds, as well as common areas, and is more particularly described in Exhibit A, which is attached hereto and made a part hereof as if fully set forth. The PREMISES does not include any parking spaces.

2. **USE**

The City agrees to use the PREMISES as needed to provide alternative housing in connection with efforts to combat the COVID-19 pandemic. Any such use by the City shall be legal under the City's zoning regulations and consistent with the uses permitted by Section 15 of the Master Sublease.

3. **TERM**

The Term of this Sublease (the "Sublease Term") shall commence upon execution by the parties and shall terminate on June 30, 2020. In the event that UConn's fall 2020 semester is delayed due to the continued state of emergency, the parties agree to discuss whether the Sublease Term may be extended, in UConn's sole discretion. Any such extension must be in writing, signed by both parties.

4. **CITY'S OBLIGATIONS**

- a. The City shall use the PREMISES solely for the purposes described in Section 2 above and may not further sublet or assign the PREMISES;
- b. The City shall surrender the PREMISES to UConn in substantially the same condition as existed upon delivery no later than July 1, 2020. The City expressly acknowledges that it received the PREMISES in substantially good condition, to the extent discoverable by a reasonable inspection, and that it provided notice to UConn of any open and obvious damages (holes in wall, damages to doors or locks and the like) to UConn, as reflected in Exhibit B;
- c. Unless otherwise imposed on UConn by applicable law, the City, at its own costs and expense, shall comply with all applicable laws, ordinances, and rules or directions of any public authority relating to the use and/or occupancy of the PREMISES during the Term of this Sublease;
- d. Except as expressly provided herein, the City agrees to assume all responsibility for the PREMISES, which might otherwise be the responsibility of UConn in the absence of this Sublease, including any and all of the property and/or individuals therein during such time the PREMISES are occupied by or under the direction of the City, or any other entity or individual permitted to use or occupy the PREMISES by the City or at the direction of anyone other than UConn;

- e. The City is responsible for the administration and operation of the PREMISES, including but not limited to such things as room and apartment assignments, room changes, key distribution and/or replacement, trash removal, cleaning of the common areas, apartment lock-outs, monitoring of parking lot, etcetera;
- f. The City may contact RMS, which also serves as property manager, in the event of a building maintenance emergency, such as cessation of elevator operation or other critical maintenance issues;
- g. The City will communicate directly with RMS concerning any of its needs, including with respect to cleaning of the common areas or any other services;
- h. The City shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the PREMISES and/or property located therein;
- i. The UConn Police Department shall provide law enforcement services to the PREMISES, in collaboration with the City. Stamford Fire Department will provide emergency fire and EMS response;
- j. The City is responsible for the provision of any security services to the PREMISES;
- k. The City expressly waives any right or claim that it may otherwise be entitled to under traditional landlord-tenant laws to remain in the PREMISES past the Term of this Sublease and expressly acknowledges that its failure to surrender the PREMISES as required by the Sublease will result in irreparable harm to UConn;
- l. The City will reimburse UConn for any expenses incurred by UConn to the extent such expenses would not have been incurred in the absence of this Sublease. UConn will document all such expenses and submit an invoice to the City within forty-five (45) days of surrender of the Premises by the City, for payment by the City no later than sixty (60) days thereafter. The City shall not be responsible for normal maintenance of the Premises or any damage to the Premises not caused by the City's occupancy or use of the Premises;
- m. The City shall not have control over UConn's Telecommunication and Supplemental Equipment or wireless service as the same is described in the Master Sublease;
- n. The City shall not commit any act or omission that constitutes an event of default under Section 23 of the Master Sublease;

- o. Nothing in this Sublease shall operate to enable the City to exercise UConn's right of first refusal or option to purchase under the Master Sublease.

5. **UCONN'S OBLIGATIONS**

- a. UConn shall continue to pay any rent and all other financial obligations pursuant to the Master Sublease;
- b. UConn shall have no responsibility for the care of any individuals occupying the Premises for so long as this Sublease remains in effect, including but not limited to the provision of food, medical care or any other necessities or services;
- c. UConn shall have no responsibility for the management or operation of the PREMISES for so long as this Sublease remains in effect;
- d. At any time during the Sublease Term, without materially interfering with the conduct of the City's use or occupancy therein, UConn and/or RMS may inspect the Premises.

6. **INDEMNIFICATION**

The City shall indemnify and hold UConn, the state of Connecticut and/or any of its employees or officials harmless against and from liability and claims of any kind for loss of or damage to property of UConn or any other person, or for any injury to or death of any person, arising out of this Sublease and/or the use and/or occupancy of the PREMISES during the Term of this Sublease, except for those liabilities, claims or property damage caused by the intentional or negligent acts or omissions of UConn and or those arising out of any defect in the premises not discoverable by a reasonable inspection.

In the event that UConn is caused to default under the terms of its Master Sublease due to the City's use and/or occupation of the PREMISES, the City shall indemnify and hold UConn harmless for any liability or damages resulting therefrom.

7. **INSURANCE**

The City represents that it shall maintain, at no cost to UCONN, Commercial General Liability Insurance with limits for this coverage of (One Million Dollars (\$1,000,000.00) and umbrella coverage of Five Million Dollars (\$5,000,000.00), with UCONN named an additional insured.

8. **STATE TERMS AND CONDITIONS**

- a. **Statutory Authority.** Connecticut General Statutes §§ 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5), 10a-151a, and/or 10a-151b, provide the UConn with authority to enter into contracts in the pursuit of its mission.
- b. **Governing Law.** This Sublease shall be construed in accordance with and governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws.
- c. **Claims.** The City agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or UConn arising from this Sublease shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and Contractor agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- d. **Sovereign Immunity.** The City acknowledges and agrees that nothing in the Sublease, or any solicitation leading up to the Sublease, shall be construed as a modification, compromise or waiver by the UConn or State of Connecticut of any rights or defense of any immunities provided by federal law or the laws of the State of Connecticut to the University or State of Connecticut or any of their officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section in the Contract, this section shall govern.

IN WITNESS WHEREOF, the parties have executed this Sublease as of the dates set forth below.

CITY OF STAMFORD



David Martin  
Mayor, City of Stamford

Date: 4/16/2020

UNIVERSITY OF CONNECTICUT

\_\_\_\_\_  
Scott Jordan  
Executive Vice President and Chief  
Financial Officer

Date:

Approved as to Form  
Corporation Counsel

By

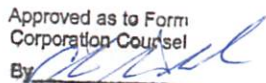
  
Date: Apr. 16, 2020



EXHIBIT A-Master Sublease

**EXHIBIT B – TO BE PROVIDED BY CITY**