



**BOARD OF REGENTS FOR HIGHER EDUCATION**  
**EXECUTIVE COMMITTEE**  
**AGENDA – EMERGENCY MEETING**  
**Thursday, March 26, 2020**  
**DISTRIBUTED VIA EMAIL TO MEMBERS**  
**VOTES TO BE CAST BY RETURN EMAIL**

An Emergency Meeting of the Executive Committee of the Board of Regents for Higher Education is called on Thursday, March 26, 2020. The meeting agenda is being distributed via email to the Executive Committee members and votes will be cast by return email from members. The agenda and meeting minutes will be posted online on March 26, 2020.

1. Emergency Facility Use by the Connecticut Division of Emergency Management and Homeland Security and Department of Administrative Services for COVID-19 Emergency Needs

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**Please note:**

The underlining emergency arises from the State's urgent need of CSCU facilities to accommodate persons impacted by COVID-19. Use of the facilities is expected to begin tomorrow 3/27/2020.

BOR Bylaws Article III, Section 1 allows the Executive Committee to exercise in emergencies the authority of the Board of Regents consistent with the policies of the Board or with any action taken earlier by the Board. Any action of the Executive Committee must be ratified by the Board.

Connecticut General Statute section 1-225(d) allows that emergency meetings may be held without required notice as long as other measures of the exception, are followed.

Executive Order 7B, dated March 14, 2020 suspends in person open meeting requirements, and allows the use of technology. As this particular meeting is an "emergency meeting", it may be held via email and all such meeting related emails will become public record.

RESOLUTION

concerning

EMERGENCY CSCU FACILITY USE  
FOR  
DIVISION OF EMERGENCY MANAGEMENT and HOMELAND SECURITY  
COVID-19 EMERGENCY NEEDS

March 26, 2020

- WHEREAS, On March 10, 2020 Governor Ned Lamont 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 2019 (COVID-19) outbreak in the United States and confirmed spread in Connecticut; and
- WHEREAS, On March 22, 2020 Governor Ned Lamont issued Executive Order 7J ordering and directing among other things: an expedited process for the leasing and use of real property during the current health care crisis to provide additional accommodations and facilities beyond what is currently available in Connecticut as may be necessary to address the effects of COVID-19; including but not limited to housing, healthcare and medical treatment; and
- WHEREAS, The Connecticut Division of Emergency Management and Homeland Security (DEMHS) which administers the State Emergency Preparedness Plan has requested use of the Connecticut State Colleges and Universities facilities which are under the supervision, care and control of the Board of Regents for Higher Education (BOR), and
- WHEREAS, Current DEMHS projections identify college and university large spaces for hospital overflow and residential life facility beds for healthcare workers who cannot return home and additional hospital overflow space, and
- WHEREAS, BOR approval is requested to affirm its solidarity during this COVID-19 crisis and approve CSCU participation in the MOU with DEMHS, in cooperation with the Department of Administrative Services (DAS); therefore be it
- RESOLVED, That the Board of Regents for the Connecticut State Colleges and Universities authorizes the CSCU to enter into a MOU with DEHMS and DAS for emergency use of space and reimbursement of all incurred expenses.

A CERTIFIED TRUE COPY:

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Erin A. Fitzgerald,  
Secretary

**MEMORANDUM OF UNDERSTANDING**

**Between**

**THE CONNECTICUT BOARD OF REGENTS FOR  
HIGHER EDUCATION**

**And**

**THE STATE OF CONNECTICUT  
DEPARTMENT OF ADMINISTRATIVE SERVICES**

**And**

**THE STATE OF CONNECTICUT DIVISION OF EMERGENCY  
MANAGEMENT AND HOMELAND SECURITY**

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is entered into this \_\_\_\_\_ day of March, 2020, by and among the State of Connecticut Board of Regents for Higher Education (“BOR”) on behalf of the Connecticut State Colleges and Universities (“CSCU”), the State of Connecticut Department of Administrative Services (“DAS”) and the State of Connecticut Division of Emergency Management and Homeland Security (“DEMHS”), pursuant to the provisions of Connecticut General Statute Section 4b-29, as amended, and Governor Lamont’s Executive Order 7J. (BOR o/b/o CSCU DAS and DEMHS may collectively be referred to herein as the “Parties”).

**WITNESSETH:**

WHEREAS, on March 10, 2020 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, during the current public health crisis, additional accommodations and facilities beyond what is currently available to DAS may be necessary to address the effects of COVID-19, including but not limited to, emergency housing, health care, and medical treatment; and

WHEREAS, BOR has care, custody and control over certain real property comprising the Connecticut State Colleges and Universities system (the “CSCU Properties” as more fully defined below); and

WHEREAS, DEMHS and DAS desire to have a mechanism in place by which DEMHS may arrange for the use of dormitories, gymnasiums, student unions, auditoriums and other facilities at the CSCU Properties for emergency, temporary shelters, emergency health services and other activities in response to the COVID-19 emergency.

NOW THEREFORE, in consideration of the foregoing recitals and mutual agreements and undertakings set forth below, the parties hereto hereby agree as follows:

1. PREMISES

This MOU will encompass all or portions of the CSCU Properties located at the following locations: Asnuntuck Community College, Capital Community College, Central Connecticut State University, Charter Oak State College, Eastern Connecticut State University, Gateway Community College, Housatonic Community College, Manchester Community College, Middlesex Community College, Naugatuck Valley Community College, Northwestern CT Community College, Norwalk Community College, Quinebaug Valley Community College, Southern Connecticut State University, Three Rivers Community College, Tunxis Community College and Western Connecticut State University, as more particularly described in Exhibit A attached hereto and made a part hereof. The Parties agree that Exhibit A may be amended without further signature or approval to add or delete CSCU Properties as may be needed to address changing needs of the COVID-19 emergency response.

2. USE

CSCU Properties will be used to provide emergency shelter and housing, emergency health care and related services, and such other services as may be deemed necessary by DAS and/or DEMHS in response to the COVID-19 emergency.

The Parties agree that all labor, equipment and materials required to prepare the CSCU Properties in a clean manner for the uses contemplated by this MOU shall be provided by and paid for by DEMHS in conjunction with DAS.

### 3. COSTS

CSCU shall not be responsible for the satisfaction of any needs or direct or indirect costs arising out the use of CSCU Properties pursuant to this MOU, including, but not limited to: utility costs, staff/vendor labor and material expenses, campus Police or private security expenses, repairs or replacement due to damage to either state or personal property at a campus and other related cost incurred as a result of this MOU. Any expense incurred by CSCU shall be invoiced to and reimbursed by DEMHS or DAS as quickly and efficiently as possible.

### 4. TERM

The term of this MOU shall commence upon the date this MOU is approved by the Office of Policy and Management, and shall continue for an indefinite time until terminated as set forth herein. This MOU shall terminate within fourteen (14) days after the Governor revokes the current public health and emergency preparedness emergencies, or at such earlier or later date as the Parties agree. This MOU shall not be binding on the Parties unless and until it is approved by the Secretary of the Office of Policy and Management.

### 5. OTHER AGREEMENTS

- a. DEMHS agrees that it shall instruct its personnel, volunteers, invitees and shelter residents that they must abide by rules and security requirements in place at each of the CSCU Properties that are used by DEHMS under this MOU, which rules and requirements are consistent with all state laws and regulations; in addition an outline of specific campus requirements may be provided to DEHMS in advance of any facility use. DEHMS further agrees that it shall take all reasonable measures to address any failure of said persons to abide by those rules and requirements.
- b. The Parties agree that BOR shall have no obligation pursuant to this MOU to in any manner sanitize, modify, renovate or update its facilities, including but

not limited to the facilities listed on Exhibit A. DEMHS may install temporary equipment, furniture and other tangible personal property as necessary to provide the emergency response services set forth herein. DEMHS shall remove such temporary property at the termination of this MOU at no cost to BOR.

- c. DEMHS, from its' current best judgment, shall list on Exhibit B the projected spaces, type of use anticipated for those spaces, and projected occupants per space at each campus. The projected spaces will be referenced as an anticipated priority use 1, 2 or 3 so that CSCU can remain aware for preparation purposes.
- d. The Parties acknowledge that CSCU staff and/or vendors under current contracts may refuse to perform services under this MOU that are beyond the scope of those contracts. The Parties agree that any CSCU staff or vendor that agrees to and does provide work under this MOU may provide the following services during the term of the MOU:
  - i. General disinfecting and cleaning services, however such services may not meet healthcare facility requirements.
  - ii. Emergency maintenance repairs only
  - iii. Campus Police, if available
  - iv. Contracted Security, if available
- e. DEHMS shall provide all Center for Disease Control ("CDC") required protective equipment to avoid virus transmission to all CSCU staff/contractors that are performing work with respect to services under this MOU.
- f. If the CSCU cannot provide appropriate staff/contractor levels to support this MOU, DEHMS, DAS and the CSCU will collaborate to supplement the work with outside vendors.
- g. DEHMS shall assure that management and oversight over all non-CSCU staff and vendors is fully maintained throughout the duration of this

agreement. CSCU is not required under this MOU to directly interface with any DEHMS non-management staff or clients.

- h. BOR shall not be responsible for the satisfaction of any needs arising out of the use of the CSCU Properties pursuant to this MOU, including but not limited to: the provision of power resources (e.g. generators and/or fuel cells); food service; sanitary facilities; domestic items; security; or health care services. Further, the Parties understand and agree that food service providers engaged to provide food service at the CSCU Properties have no contractual obligation to provide food and/or beverages to any person by reason of this MOU.
- i. CSCU reserves the right to reject relocation of any clients or other individuals from one CSCU emergency location to another CSCU Property emergency location.
- j. In the event that any damages occur at a CSCU campus to public or private property by reason of this MOU, CSCU will invoice DEMHS for such reasonable repair or replacement; except that no such invoice will be sent for damage to the facilities caused by the negligent, reckless or intentional acts of the officers, employees or agents of CSCU.

## 6. AMENDMENTS

No changes, amendments, or modifications of any of the terms or conditions of this MOU shall be valid unless reduced to writing and signed by the Parties hereto, and approved by the Office of Policy and Management.

(Signature Page Follows)

IN WITNESS WHEREOF, this MOU has been duly executed by the following parties:

**BOARD OF REGENTS FOR HIGHER EDUCATION**  
On behalf of the Connecticut State Colleges and Universities

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

By: \_\_\_\_\_  
Name: Noel Petra  
Title: Its Deputy Commissioner  
Date: \_\_\_\_\_

**DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**OFFICE OF POLICY AND MANAGEMENT**

By: \_\_\_\_\_  
Name: Paul Hinsch  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



EXHIBIT A

CSCU Properties

BOR projected emergency use type of spaces - 3/21/20

Campus	Location	Residential Life	Gymnasium (square feet)	Daycare (state licensed child care facilities, apx. 20-children, some vendor managed)	Multi Purpose Medium to Large Size Space (square feet) * indicates large lobby space	Medium to Large Food Service Facility (vendor managed)	Campus Health Clinic (minimal capacity for routine student issues)	Police Officers (may not have capacity to control campus event)	
Asnuntuck Community College	Enfield				4,000				
Capital Community College	Hartford				5,000		yes		
Central Connecticut State University	New Britain	2,520 beds	6,000 & 9,000		7,000	yes	yes	yes	Dorm vacancies not determined. CCSU can accelerate vacating 116 bed dorm if identified with sufficient time.
Charter Oak State College	New Britain								
Eastern Connecticut State University	Willimantic	1,685 beds	9,000	yes	5,000	yes	yes	yes	staged student move out between March 30 & April 12 (There are an additional 400 campus beds but they do not have elevator access)
Gateway Community College	New Haven			yes	4,000	yes	yes	yes	food service and cafeteria directly assessable from street sidewalk
Housatonic Community College	Bridgeport				5,000 & *3,000	yes			
Manchester Community College	Manchester		9,000		5,000 & *4,000	yes	yes		
Middlesex Community College	Middletown				3,500	yes			
Naugatuck Valley Community College	Waterbury			yes	*3,500	yes	yes	yes	
Northwestern Community College	Winsted		2,546						
Norwalk Community College	Norwalk			yes	6,000	yes			
Quinebaug Community College	Danielson		3,500						
Southern Connecticut State University	New Haven	2,500 beds	5,000 & 9,000		9,000 & *4,000	yes - two	yes	yes	anticipated vacant on 3/30/20
Three Rivers Community College	Norwich			yes	4,500	yes			
Tunxis Community College	Farmington				two	yes			one large space is a 40,000 s.f manufacturing building we just purchased. Can be used for secured storage.
Western Connecticut State University	Danbury	1,856 beds	5,000 & 9,000		7,000	two	yes	yes	anticipated vacant on 3/30/20