

DRAFT – FOR DISCUSSION PURPOSES ONLY

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE NEW HAVEN BOARD OF EDUCATION  
THE CITY OF NEW HAVEN,  
CONCERNING THE USE PORTIONS OF 130 ORCHARD STREET AS A  
WARMING SHELTER FOR PERSONS EXPERIENCING HOMELESSNESS

This Memorandum of Understanding (“MOU”) dated \_\_\_\_\_, 2023, by and between the City of New Haven (“CONH” or “City”), and the New Haven Board of Education (“BOE”), serves to document the temporary use of portions of the premises at 130 Orchard Street as a warming center.

WHEREAS, building and grounds of the premises at 130 Orchard Street, New Haven, Connecticut are in the possession and control of the BOE; and

WHEREAS, the premises were previously used as the Vincent E. Mauro School a/k/a Strong School; and

WHEREAS, the premises continue to be used by BOE for New Haven Public Schools (“NHPS”) purposes; and

WHEREAS, there exists an urgent need in the City for shelter for persons experiencing homelessness in general, and in particular for warming centers during periods of cold weather; and

WHEREAS, the City and BOE mutually desire to make the gymnasium portion of the building at 130 Orchard Street available for use as a warming center; while continuing NHPS usage of the other portions of the building; and

WHEREAS, the City and BOE mutually desire to set forth various terms and conditions reflecting the understanding of the parties with regard to said use;

IT IS HEREBY UNDERSTOOD AND AGREED:

1. This agreement will be in effect from November 1, 2023 to April 30, 2024, during which time period the City will operate the warming center from the hours of 7:00pm to 7:00am, seven days per week, with a capacity of 47 spaces, with City staff and contractor access commencing November 1, 2023 and warming center guest occupancy as soon as practicable thereafter.
2. The City will use the gymnasium, the small room adjoining the gymnasium, the kitchen, and adjoining bathrooms and hallway, as

- designated in the attached Exhibit A ("designated areas"). Access to the kitchen and small adjoining room will be limited to staff, not guests, with the small room intended to be used for overnight storage of client personal belongings and other ancillary staff uses.
3. Access to the warming center shall only be from a single entry point: the entrance off the parking lot on the Legion Avenue side of the building. This requirement is intended maintain the security of the building and to minimize activity on the residential side streets.
  4. Persons seeking temporary shelter in the warming center shall not in any way be deemed tenants.
  5. Persons seeking temporary shelter in the warming center shall be required to vacate the premises by 7:00 am each day, except during cold weather emergencies requiring extended operating hours.
  6. The City will engage the contractor(s) to execute its responsibilities for management, staffing and maintaining safety, security, and cleaning of indoor/outdoor spaces, all in accordance with this MOU. City staff and contractors will have access outside of the specified operating hours as needed.
  7. The City shall establish protocols for the use of the warming center, including entrance requirements and other rules concerning its use.
  8. The City through its employees and/or contractors, shall:
    - a. Deploy sufficient staff to ensure that access is limited to the designated warming center areas such that persons do not access other parts of the building. Note that there is only one set of doors that access the hallway; these doors are considered fire egress doors and cannot be locked.
    - b. Provide staff and security at the entry to the gym as necessary to ensure safety.
    - c. Ensure that there is no litter, trash, detritus, and drug paraphernalia etc. accumulated at the entrance to building or around the building, and to keep all interior and exterior areas clean, including any designated smoking area.
    - d. Ensure that persons do not encamp outside the building.
  9. No smoking will be permitted inside the building or on surrounding grounds, except in a designated smoking area away from any building entrances.
  10. No possession of alcohol or drugs, including cannabis, will be permitted inside the building or on the surrounding grounds.
  11. The City and BOE will work cooperatively to address operational issues. Contractor management and staff will schedule regular meetings with on site BOE staff to address any concerns that may arise.
  12. The contractor's staff will be reasonably available to escort BOE staff to vehicles upon request during warming center operating hours.
  13. This MOU may be amended by agreement.

BOE:

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CITY:

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