Utilizing the Base Closure Community Redevelopment and Homeless Assistance Act

A Toolkit For Nonprofits

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Chapter 1
Base Closure Property: What, Where, and How?

From time to time, Congress and the Department of Defense close military bases that are determined to be unnecessary. The communities in which these base properties are located then redevelop the property to suit their needs and priorities. Homeless coalitions and service providers have an important role in the redevelopment process: a role that is established and protected by a federal law called the Base Closure Community Redevelopment and Homeless Assistance Act of 1994 ("the Base Closure Act").

The Base Closure Act requires that plans to convert closed bases from military to nonmilitary use take into account the needs of homeless persons. Furthermore, it establishes a specific process for homeless service providers to receive base property at no cost.[1] The Base Closure Toolkit explains that process, including strategies and tools to help service providers gain the most property and make the best use of it.

Since military bases often contain a significant number of housing units, warehouses, office space, and other buildings that can be excellent locations for homeless services and housing, base closures can be a great resource for providers. Past base closures have resulted in the conversion of hundreds of acres of former military property into transitional housing, shelters, job training programs, childcare centers, treatment programs, and other services for homeless adults and children. Base redevelopment plans have also included affordable housing trust funds, reservations of funds for homeless services, job set-asides for homeless and low-income workers, and dedication of off-base property for homeless services and housing programs.

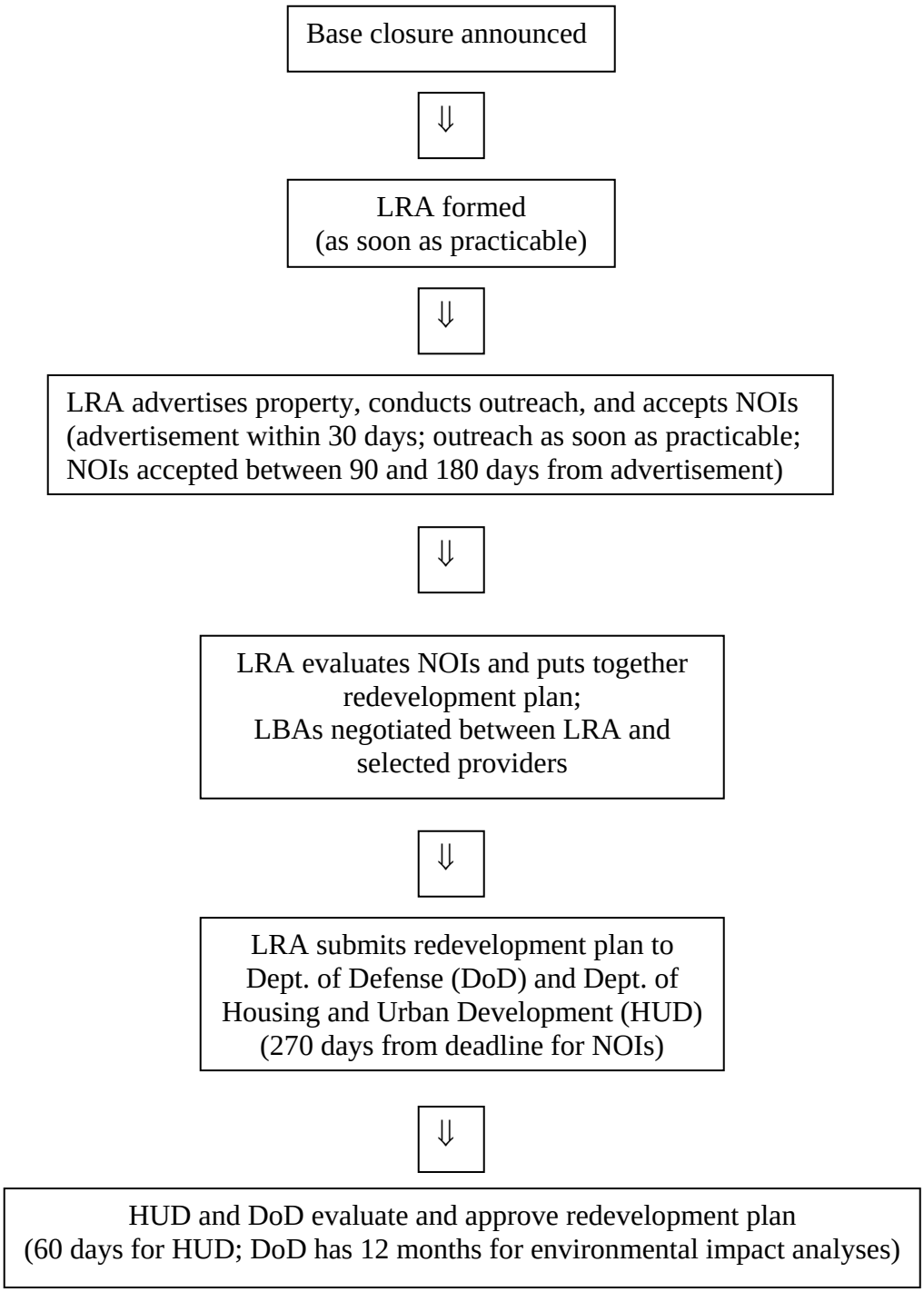
In 2005, Congress approved the latest round of base closures and realignments, which includes over 800 military properties in almost all 50 states. Generally, each community affected by a base closure forms a Local Redevelopment Authority (LRA), which coordinates the property's conversion from military to nonmilitary use. LRAs have great flexibility in redeveloping bases to maximize the economic and social benefit to the community. However, they must balance the community's economic and development needs with the needs of homeless persons.

Specifically, LRAs must conduct outreach to homeless service providers and seek Notices of Interest (NOIs) from service providers who propose to use the base property to serve homeless persons.[2] NOIs are essentially applications for base property; Chapter 3 explains NOI requirements and provides tools for writing a professional and persuasive NOI. The LRA must negotiate with those providers who submitted NOIs to create a redevelopment plan that addresses the needs of homeless persons in the community. The LRA will create Legally Binding Agreements (LBAs) with providers whose NOIs are accepted. Chapter 5 explains LBAs and provides a guide for drafting LBAs. Chapter 6 discusses working to ensure homeless interests are included in the final redevelopment plan for the base.

[1] The process is outlined at 24 CFR §§586.1-45.
[2] 24 CFR §§586.20, 586.30.

The LRA will submit the final plan to the Department of Housing and Urban Development (HUD) and the Department of Defense (DoD) for approval. Chapters 7 and 8 discuss HUD and DoD responsibilities. From beginning to end, this entire process will likely take several years. Chapter 9 provides tips for keeping your plan moving forward successfully over time.

As it relates to services for homeless persons, the base closure process follows the following basic sequence. The timelines noted are from federal regulations (24 CFR §§586.20, 586.35 and 32 CFR §174.6). However, as the Department of Defense is authorized to extend any deadline contained in the regulations, the timelines are generally much longer (24 CFR §586.15).



This Base Closure Toolkit is designed to guide providers through the process of obtaining base property to serve homeless adults, families, and/or children.

First, interested providers should check http://www.hqda.army.mil/acsimweb/brac/braco.htm to see what base closure properties may be available in your community.

Second, contact the local LRA to check the status of the process and NOIs. Contact information for LRAs is generally available at www.oea.gov once an LRA has been formed. Chapter 2 describes how to proceed if an LRA has not been identified.

Third, use the remainder of this Toolkit to manage the base closure process from beginning to end and achieve your goal of obtaining base property to benefit homeless people in your community.

For additional technical assistance or general information, contact the National Law Center on Homelessness & Poverty at info@nlchp.org or (202) 638-2535.

Chapter 2
Two Heads Are Better Than One: Collaboration and Joint Applications

Homeless service providers are eligible to submit NOIs for base closure property individually or jointly with other providers. Experience shows that applications that are prepared and submitted jointly by a group of providers are usually more successful in obtaining the most property and making the best use of it. Therefore, at the outset of your efforts to obtain base property, you should form a Base Property Coalition of agencies working together to make the best use of the property for homeless people in the community.

Building a robust Base Property Coalition requires an investment of time, effort, and energy. However, the payoff is well worth the investment, for several reasons.

First, a coordinated group of providers can meet the needs of homeless people in the community better, by providing higher quality, more comprehensive services. When housing agencies, treatment programs, food banks, schools, child care providers, job training programs, and others coordinate services, the result is an intensive package of services that can support people in finding and maintaining safe, stable housing.

Second, a Base Property Coalition is more likely to have the service capacity to assemble a strong, persuasive NOI. It is unlikely that a NOI that offers one or two modest services will be able to compete with one that promises a comprehensive package of services. Yet, promising services is not enough; one of the legal requirements of NOIs is that the applicants demonstrate their capacity to implement the proposed program successfully. A coalition of providers likely will be better able to prove their capacity to implement a variety of services, thereby maximizing the likelihood of obtaining the property and minimizing the risk of losing the property later for noncompliance with program goals.

Third, a coordinated group of providers is much more likely to be successful in securing community support for the NOI. Unfortunately, communities often greet homeless service providers with opposition. These “Not In My Back Yard” (NIMBY) reactions can defeat your NOI before it is even submitted. To prevent NIMBY opposition, your Base Property Coalition must engage in consistent, coordinated efforts to educate the community about your program proposal, your capacity to manage the program, and the benefits your programs offers the community. A broad-based coalition will appeal to diverse elements of the community and instill more confidence in the feasibility of implementing the program safely and successfully. Chapter 4 provides more information and tools for combating NIMBY reactions.

Similarly, a coalition of providers will present a more formidable force in negotiations with the LRA. Applicants must develop and sustain a positive relationship with their LRA, from the initial contact to the ultimate implementation of their programs. A robust Base Property Coalition can offer more resources and strength to manage this long and sometimes complex process.

Finally, submitting your NOI jointly with other providers simply limits the competition. The LRA must demonstrate to HUD that it has considered the needs of homeless persons in the

community. However, if the LRA receives NOIs and awards base property to at least one applicant, HUD may not look further. For example, if five providers submit five different NOIs, the LRA can choose one and move on. LRAs that are strongly focused on economic development may accept the most modest and inexpensive NOI, while rejecting more comprehensive proposals. However, if the same five providers apply together, the LRA will not have the option of contenting itself with the cheapest proposal. By cooperating in coalitions, applicants can help ensure the most extensive services for homeless persons, while improving their own chances to receive property.

For all these reasons, it is worth the time and effort to build a robust Base Property Coalition. Ideally, this Coalition will be broad-based and include a creative mix of participants; the list of potential partners is as large and diverse as your community.

Hot Tip!

Joining coalitions and forming new ones can be challenging. The National Center for Homeless Education has developed a "McKinney-Vento Toolbox" with many tools and strategies to assist homeless service providers in building strong coalitions. The Toolbox is available at http://www.serve.org/nche (see Section IA).

The best place to start is with existing coalitions of service providers. The most influential of these is likely to be the local Continuum of Care (CoC). Every community that receives McKinney-Vento Homeless Assistance Act funds from HUD must have a CoC system to assess and address homeless service needs. Generally, the CoC collects and analyzes data on homelessness in the community, conducts needs assessments, and determines the allocation of federal funds in the local community. In many communities with available base property, the CoC leads the NOI effort. Anyone interested in pursuing base property who is not already a member of the CoC should begin collaborating with the CoC immediately.

To find your local CoC, visit:
http://www.hud.gov/offices/cpd/homeless/programs/cont/coc/)

Hot Tip!

Your local CoC's application for funding from HUD includes lists of local providers. Consult the following charts:

• Service Activity Chart (inventory of the supportive services available to persons who are experiencing homelessness)
• Housing Activity Charts (project-by-project listings of emergency, transitional, and permanent housing)

In addition to the CoC, two other influential local groups are likely to be the Homeless Coalition and the group working on the community's "Ten Year Plan" to end homelessness. Homeless Coalition contact information is available at: http://www.nationalhomeless.org/resources/state/index.html. The Ten Year Plan to End Chronic Homelessness is an initiative of the Bush Administration that has gained momentum in many communities. The idea is for communities to develop a plan to end chronic homelessness in their local area (or state) within ten years and, presumably, implement that plan. Many plans are online at http://www.ich.gov/slocal/10yrchronic.html.

There will likely be significant overlap among the "Big Three" – the CoC, Homeless Coalition, and Ten Year Planning group. However, your Base Property Coalition should include members of all three groups and actively collaborate with them.

Beyond the Big Three, many other potential collaborators surround you, each with unique strengths to contribute to the Base Property Coalition. Some collaborators will participate directly in developing the NOI. Others may not participate directly, but will strengthen the NOI by offering their services to your clients, assisting in anti-NIMBY efforts, or adding negotiating power.

The following chart suggests a few important partners, with ideas for how to find them in your community. You should expand it based on the organizations and agencies active in your local community.

Partner	**For local contact information…**
Public housing agencies	http://www.hud.gov/offices/pih/pha/contacts/
Providers of supportive housing	http://www.csh.org/index.cfm?fuseaction=node.&nodeId=1
Mental health providers	http://www.mentalhealth.samhsa.gov/databases/
Veterans' services groups	http://www.nchv.org/wheretogo.cfm Or National Coalition for Homeless Veterans, 1-800-VET-HELP
Law school legal clinics	http://www.ptla.org/ptlasite/links/lawschool.htm
Legal services offices	http://www.ptla.org/ptlasite/links/services.htm
Runaway and homeless youth services	http://www.acf.hhs.gov/programs/fysb/content/youthdivision/programs/locate.htm
Domestic violence coalitions and shelters	http://www.ncadv.org/resources/StateCoalitionList_73.html
Public school McKinney-Vento programs	Visit local school districts' websites, or call the districts' offices or The National Center for Homeless Education. 1-800-308-2145
Head Start programs	http://www.acf.hhs.gov/programs/hsb/contacts/index.htm
Food pantries	Consult your phone book or municipal/county websites
Job training agencies	http://www.naja.org/ Or consult your phone book or municipal/county websites
Substance abuse treatment providers	Consult your phone book or municipal/county websites

In addition to service providers, you should also seek other forms of support from additional groups. While it may not be possible or appropriate for some community groups and local government agencies to become directly involved in your NOI as applicants or service providers, they may assist your efforts through publicly supporting your proposal. For example, consider seeking letters of support and/or commitments to coordinate services from:

Mayor's office	Local school board
City council	Local PTA
County supervisors	Neighborhood associations
Veterans' affairs office	Faith-based communities
Law enforcement	Civic groups
Chamber of Commerce	State government agencies

Finally, the LRA should also be a key part of the Base Property Coalition. Obviously, the LRA will not participate in the NOI. However, applicants who have developed positive relationships with their LRA have historically been much more successful. The LRA can be a critical ally in anti-NIMBY efforts, developing creative approaches to maximize the base property's benefit to homeless persons, and drafting an appropriate and advantageous Legally Binding Agreement. Many Coalitions have built powerful collaborative relationships with their LRA and emphasize that those relationships were indispensable to their efforts.

> Hot Tip!
>
> Some LRAs establish Citizen's Advisory Boards or Committees to involve the community in developing the base redevelopment plan. Your Base Property Coalition should work to ensure that it has representation on the Citizen's Advisory Board, to help establish relationships in the broader community and participate in the decisions made by the Board.

Building your Base Property Coalition will require a significant investment of time and energy. In addition, an investment of funds will help the Coalition start strong and remain robust over the long process of obtaining base property. For example, successful coalitions recommend seeking outside funding to hire a full-time Coalition Coordinator. Local foundations or the local government may have planning grants or other funding opportunities available. Section 5 ("Applicant Information and Financial Plan") in Chapter 3 contains some specific funding ideas.

Once you've assembled a strong Base Property Coalition, you can begin working on your plan for services and your initial submission to the LRA: the Notice of Interest.

Chapter 3
Putting the Vision on Paper in the Notice of Interest

Once you have identified the available base closure properties in your area and built a strong Base Property Coalition committed to pursuing property, it is time to prepare your coalition's Notice of Interest (NOI).

The NOI is your application for base property. Essentially, the NOI is the same as a grant application to a foundation or funder: it must be complete, professional, and persuasive. Submitting a timely, thorough NOI provides your Base Property Coalition with access to the base redevelopment process. Local Redevelopment Authorities (LRAs) are "required… to negotiate with those homeless assistance providers who submit NOIs."[3] Therefore, submitting an NOI is the essential first step in getting a seat at the table in the base redevelopment process. Once at the table, consistent participation throughout the process is a key element in the success of your NOI.

The LRA must conduct outreach to homeless services providers and publish a newspaper advertisement requesting NOIs. The advertisement will state a definitive deadline for NOIs, which will fall between 90 and 180 days from the date of the advertisement.[4] Your coalition must submit its NOI prior to that deadline! Making a formal request to the LRA to be informed of important deadlines and events should ensure that your Base Property Coalition is prepared. However, you may want to assign responsibility to one agency, or a rotating schedule of agencies, to check local newspapers and contact the LRA periodically to determine when NOIs will be accepted and the deadline for submitting them.

> Hot Tip!
>
> Despite federal legal requirements, LRAs are not always eager to collaborate with homeless services providers. Pro bono attorneys can help your Base Property Coalition ensure that the LRA is complying with federal law and treating homeless service providers fairly. Contact NLCHP for assistance and support in securing local legal counsel at 202-638-2535 or nlachp@nlchp.org.

Occasionally, a community may fail to designate an LRA. In such cases, the Department of Defense will ask the state government to assume the role of LRA within thirty days. Should the state refuse or fail to respond, HUD must consult with representatives of homeless people and

[3] U.S. Dept. of Housing and Urban Development, "Guidebook on Military Base Reuse and Homeless Assistance," page 6 (May 2006). Available at: http://www.hud.gov/offices/cpd/homeless/programs/brac/guide/index.cfm

[4] 24 CFR §586.20.

manage the redevelopment process with DoD.[5] If you are unable to locate your LRA, it is advisable to contact your local HUD field office by telephone and in writing to express your interest in pursuing the property. The field office should accept your NOI or inform you where to submit it. Field office contact information is available at: http://www.hud.gov/offices/cpd/about/staff/fodirectors/index.cfm.

Throughout the process of preparing an NOI, it is imperative for your Base Property Coalition to conduct outreach and education activities in the local community to avoid potential Not In My Back Yard (NIMBY) opposition. NIMBY forces have derailed many efforts to increase services to homeless individuals. However, deliberate, concerted anti-NIMBY campaigns have been highly successful in garnering community support for homeless programs. Chapter 4 contains strategies and resources to combat NIMBY reactions.

Federal regulations require NOIs to include six basic elements[6]:

1. Program Description
2. Description of the Need for the Program
3. Description of Community Coordination
4. Information About the Property Requested
5. Applicant Information and Financial Plan
6. Timeline

Your NOI should list each of these elements clearly as a separate subheading, so the LRA and HUD officials reviewing the NOI can easily see that you have addressed each required element. The following pages are designed to assist your Base Property Coalition in addressing each element and preparing a strong NOI.

[5] 24 CFR §§586.35(c)(2) and 586.40.
[6] 24 C.F.R. §586.20(c)(2)(ii).

1. Program Description

The Program Description should specifically and clearly describe the program and services that your Base Property Coalition intends to provide with the property. Closed military property can be used for a wide variety of services and programs. However, your NOI **must** demonstrate that the program "clearly meets an identified need of the homeless and fills a gap in the continuum of care."[7] Be sure to demonstrate clearly and strongly that your program fulfills both of these requirements. (See Section 2 below for more information on describing the need for the program.)

Some potential uses for closed military property include:

- Permanent and transitional housing
- Shelters
- Domestic violence programs
- Childcare and early childhood programs
- After-school programs
- Runaway youth programs
- Food and clothing banks
- Job and skills training
- Employment programs
- Supportive services
- Treatment facilities

Some communities have worked with their LRAs to develop other creative approaches, such as:

- Selling some of the military property to generate funds for an affordable housing trust fund or homeless services, as long as the funds respond to an identified and substantiated need (see Section 2 below for more information on substantiating need);
- Establishing job set-asides for homeless individuals during the redevelopment process and on the property once completed; and
- Setting aside a percentage of the housing units developed by commercial developers to be rented as affordable housing.

From time to time, HUD may alter the specific requirements for using base closure property. Therefore, it is advisable to contact your HUD field office for current information about allowable uses of base property. Field office contact information is available at: http://www.hud.gov/offices/cpd/about/staff/fodirectors/index.cfm.

[7] 24 C.F.R. §586.20(c)(2)(ii)(A).

Hot Tip!

NLCHP's report, "Unused But Still Useful: Acquiring Federal Property to Serve Homeless People," contains detailed information on 64 programs from across the country that have used closed military property or other vacant federal property. The report can help coalitions develop creative program ideas. It is available on-line at http://www.nlchp.org/content/pubs/Unused%20but%20Still%20Useful.pdf

Remember that those at the LRA and HUD who will evaluate your program likely have no idea what you intend to provide. It is important that the NOI describe your program clearly and concisely, so that an outsider reading the description will know exactly what you propose to do. For example, consider the following suggestions:

DON'T SAY

We propose to open a transitional housing program for 10 families, with comprehensive services.

DO SAY

The Fort Army Family Center will provide transitional housing and comprehensive services to homeless families in our community. The Center will be equipped to house ten families at a time in spacious apartments. Families will reside in the Center for up to one year, during which time our counselors will assist them in securing permanent affordable housing.

Although our entire community will benefit from the safety and stability we provide our clients, the Center will primarily benefit homeless families. Our Continuum of Care has repeatedly identified homeless families as an underserved population in our community and has highlighted increased services to families as one of the top three goals of the Continuum for the past three years (see Attachment A, 2006 Continuum of Care Application).

In addition to housing, program families will receive the following services:

<u>Fort Army Head Start</u>

- Full-day Head Start program on-site, with capacity for 50 children
- All Fort Army Family Center children aged three to five will be enrolled
- Remaining slots will be filled by children from the local community
- Fort Army Family Center will provide space and meals; staffing, supplies, and programming will be provided through collaboration with local Head Start grantee.

<u>Planning for Success Program</u>

- Weekly financial counseling to encourage budgeting and saving
- Weekly employment planning to ensure clients receive necessary job training (provided through collaboration with Community Vocational Education, a job training program of the local community college) and secure employment
- Weekly stipend will be paid to clients to help build their savings

Super Star Club

Homework support for school-aged children, one hour a day

- Weekly community outing with school-aged children
- Educational advocates will communicate with teachers and school administration to ensure appropriate services and sensitivity to children's circumstances (in coordination with local schools' McKinney-Vento programs)

The following checklist can assist you in preparing the Program Description.

___Have you given your program a name?

For example:
Fort Army Family Center, instead of transitional housing
Super Star Club, instead of tutoring program

___Have you given each element of the program a separate subheading and specific description?

___Have you described **all** of the services your program will provide?

___Have you described all the other community-based services that your clients will be able to access?

For example:
Clients will be eligible to enroll in Neighborhood Food Bank's weekly food basket program and will receive priority enrollment in Community Job Training Program's computer training and resume building classes. Teenagers will participate in after-school activities at the Neighborhood Drop-In Center. Local Hospital's Mobile Clinic will also visit the facility twice a month to conduct physical and dental examinations, fill prescriptions, and make referrals for follow-up care.

___ Have you explicitly stated that "the proposed program will primarily benefit homeless persons/families/youth," even if it seems obvious from the description?

___ Have you described a program that "clearly meets an identified need of the homeless and fills a gap in the continuum of care?" (See Section 2 below for more information on describing the need for the program.)

2. Description of the Need for the Program

This section must convince both the LRA and HUD that the proposed program fills an unmet need in the local community. The NOI should use data and refer to priorities that have been published in local sources. It should also refer to any particular needs created by the closure of the base, such as job loss.

The most important sources to substantiate the need for the proposed program are:

The Consolidated Plan

Every community that receives certain funds from HUD must have a Consolidated Plan (ConPlan).[8] The ConPlan must include an assessment of affordable housing and homeless service needs, available services, estimates of the numbers of homeless persons and families in the community, and gaps in services. Some ConPlans are available from HUD online at: http://www.hud.gov/offices/cpd/about/conplan/local/index.cfm.
Others are available on the State or local government's website or by contacting the State or local government's housing or homelessness agencies.

Hot Tip!

Refer to these resource tables in your local ConPlan:

- Table 1A: Homeless Gap Analysis and Population/Subpopulations Charts
- Table 1C: Specific Homeless/Special Needs Objectives
- Table 2A: Priority Housing Needs
- Table 2B: Priority Community Development Needs
- Table 2C: Specific Community Development Objectives
- Table 3: Action Plan Projects

The Continuum of Care

Every community that receives McKinney-Vento Homeless Assistance Act funds from HUD must have a Continuum of Care (CoC) system to assess and address homeless service needs. The CoC collects and analyzes data about homelessness in the community, identifies gaps in services, and establishes service priorities for the local community. CoC funding applications and documents contain important information that can support your NOI.
To find your local CoC, visit:
http://www.hud.gov/offices/cpd/homeless/programs/cont/coc/

Hot Tip!

If you are not yet involved in your CoC, you should seek participation well before drafting your NOI. For tips for meaningful involvement, see HUD's publication, "A Place at the Table."

http://www.hud.gov/offices/cpd/about/hudvet/pdf/vetscocfinal.pdf

[8] Each state and local government receiving grant funds from HUD under four formula grant programs must develop a Consolidated Plan: Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), Housing Opportunities for Persons with AIDS (HOPWA), and Emergency Shelter Grants (ESG).

Local School District McKinney-Vento Programs

Pursuant to the McKinney-Vento Act, every school district in the country has a Homeless Education Liaison. In many cases, these Liaisons will have extensive information about the numbers and unmet needs of homeless children, youth, and families in the community. Every state also has a State Coordinator for Homeless Education who can provide additional information. State Coordinator contact information is available at: http://www.serve.org/nche/downloads/sccontact.pdf.

Other Community Needs Assessments

Additional helpful data may be available from other government and community agencies, such as:

- State or local plans to end homelessness (many plans to end chronic homelessness are online at http://www.ich.gov/slocal/10yrchronic.html);
- Strategic plans from Empowerment Zones/ Enterprise Communities;
- Plans for economic development completed by State or local economic development authorities, councils of government, planning agencies, chambers of commerce, or other state or local agencies;
- Data on affordable housing or homeless services collected by nonprofit organizations, service providers, or homeless coalitions, particularly data on waiting lists and unmet needs; and
- Data or strategic plans from the local FEMA Emergency Food and Shelter Board.

Hot Tip!

Your HUD field office may be able to assist in locating CoC applications, ConPlans, Ten Year Plans, and other relevant materials. Field office contact information is available at: http://www.hud.gov/offices/cpd/about/staff/fodirectors/index.cfm

The following checklist can assist you in preparing the Description of Need.

___Have you described as specifically as possible the number of homeless individuals and families in your community?

___Have you described your proposed clients?

For example:

Homeless veterans	Homeless families
Homeless adults with addictions	Runaway youth
Homeless adults with mental illnesses	Young children
Survivors of domestic violence	School-aged children

___Have you described as specifically as possible the number of proposed clients in the community?

___Have you clearly explained any objective reasons to think that the population may increase?
For example:
Upcoming cuts in benefits or affordable housing
Closures of factories or other large employers
Recent trends in homelessness

___Have you explained and documented that your program fills an unmet need in the community? Have you used needs and/or goals articulated in the ConPlan, Ten Year Plan, and/or CoC documents to demonstrate this?

___If there are existing programs in your community that provide the services you propose to provide to the clients you propose to serve, have you clearly explained and documented why your program is necessary? Have you described how many of your proposed clients are not served by existing programs and/or what distinguishes your program from others in the community?

___Have you used data from the ConPlan, Ten Year Plan, and/or CoC documents? Does your program respond to a need and/or goal articulated in the ConPlan, Ten Year Plan, and/or CoC documents?

___If not, have you explained any inconsistencies between your data and the ConPlan, Ten Year Plan, and CoC documents? Have you justified why your program meets a need that is not articulated in the ConPlan, Ten Year Plan, or CoC documents?

___Have you used charts or graphs to depict information, where helpful and/or persuasive?

Be Aware!

Your NOI should not contradict the ConPlan or CoC documents!

HUD's review criteria specifically include "whether the selected NOIs are consistent with the Consolidated Plan or other housing, social service, community, or development plan." If your needs assessment or program plan is inconsistent with the ConPlan or other state or local plans, it may indicate a need to reevaluate your program priorities and goals. If your coalition remains confident in its priorities and goals, your NOI should recognize and strongly justify the inconsistencies with other plans.

3. Description of Community Coordination

In this section your NOI should describe the coordination and collaborations you have implemented among service providers, with the local community, and with other agencies and programs in the vicinity of the base property. The NOI should persuade the LRA and HUD that you are providing services efficiently through robust collaborations and that the community supports your proposal.

Before beginning to prepare a NOI, you should have formed your Base Property Coalition: the coalition of agencies working together to make the best use of the property for homeless people in the community. NOIs submitted by Base Property Coalitions rather than individual applicants have several advantages, including:

- The ability to offer better quality, more comprehensive services;
- Stronger evidence of capacity to implement the NOI successfully;
- The ability to present a united and persuasive front against NIMBY opposition; and
- Stronger negotiating power with the LRA.

Ideally, your Base Property Coalition will be broad-based and include a creative mix of participants. Chapter 2 contains suggested Coalition members, strategies to develop a robust collaboration, and resources for building relationships.

In addition to the Base Property Coalition, you should seek further support from community groups and local government agencies. While it may not be possible or appropriate for some of those groups and agencies to become directly involved in your NOI, they may assist your efforts through publicly supporting your proposal, providing letters of support, and/or offering commitments to coordinate services. Chapter 2 offers suggestions for community groups and local government agencies to approach for support.

You may also seek out compatible partners to use a portion of the property. For example, your Base Property Coalition may construct or rehabilitate a community center on the property, which could be shared with community groups, civic clubs, law enforcement, or other organizations. These organizations may then become partners, supporting your NOI and diversifying and enriching the Coalition.

Your Base Property Coalition and its supporters should work together to prevent NIMBY opposition by conducting proactive, consistent outreach and education efforts in the community. Chapter 4 contains an anti-NIMBY checklist and resource bank.

The following checklist can assist you in preparing the Description of Community Coordination.

___Have you listed the groups in your Base Property Coalition?

___Have you described the type and level of coordination in your Base Property Coalition?

___Have you described the level of participation, collaboration, and/or support from the CoC and Ten Year Planning group?

___Have you listed the groups with which you coordinate regularly?

___Have you created a comprehensive package of services through agreements with other service providers to allow your clients to participate in their programs?

___Have you listed the groups whose programs your clients will use and described those services?

___Have you listed the community groups and local government agencies that support your NOI?

___Have you attached letters of support from community groups and local government agencies?

___Have you described your education and outreach efforts in the local community?

___Have you addressed NIMBY issues?

4. Information About the Property Requested

This section must describe the physical requirements necessary to implement the program, specify the buildings and property that will be used, and demonstrate that the buildings and property are suitable for the program.

Obviously, the physical requirements necessary to implement the program will depend on the specific proposal. You may want to develop a grid that sets out each proposed service and the specific building and/or property requirements for that service. For example:

10 units housing, for families	5 four-bedroom apartments 3 three-bedroom apartments 2 two-bedroom apartments 1 one-bedroom apartment for resident manager 3 small offices for Director and staff, wired for computer, internet, printer, and phone 1 medium storage room Child-safe outdoor play area Parking for staff All suitable for human habitation and child-safe
Head Start	1 large room for child play area and meals, child-safe 1 large kitchen 5 medium classrooms, child-safe Child-equipped bathrooms Staff bathroom 4 medium offices for Head Start staff, wired for computer, internet, printer, and phone Parking for Head Start staff Child-safe area for buses to drop off and pick up community children attending Head Start
Financial planning	1 small office for financial counselor, wired for computer, internet, printer, and phone 1 room for counseling and employment planning (can be same as one of the Head Start classrooms)
Super Star tutoring program	2-3 medium-sized rooms for tutoring, wired for computer, internet, and printer, child-safe (can be same as Head Start? Check schedules) Parking area for field-trip bus

Once you have established the building and property requirements for your proposal, you can determine what property you intend to use. The NOI should specifically identify the buildings and property sought, including the total number of acres or square feet.

Hot Tip!

Know your competition.
Watch the business section of local newspapers and contact the LRA to see if other applicants are seeking the same property as your Coalition.

If you have competition, meet with them.
Your Coalition may be able to negotiate a compromise that serves both your interests. For example, the LRA and/or commercial applicants may be willing to provide sufficient funds or property to locate your program in a more convenient or appropriate neighborhood.

Finally, the NOI must demonstrate that the buildings and property sought are suitable for the proposed uses. Again, the suitability of the buildings and property will depend upon your specific program proposal. For example, if the NOI proposes selling the property to create a housing trust fund or setting aside redevelopment construction jobs for homeless people, the physical requirements will be minimal.

However, if you propose on-site housing or programs, the NOI must validate that the property is appropriate for human use and/or habitation. This has been a significant obstacle to the redevelopment of some closed bases. For example, some military properties have been used to house dangerous chemicals. Buildings may contain asbestos or lead paint that must be isolated or removed safely. Property adjacent to a major highway may be an unsafe site for housing for families. Your Base Property Coalition may want to invest in a property inspection or appraisal prior to finalizing the NOI so the NOI can account for all such hazards.

LRAs are required to offer homeless providers tours of base property as well as available off-base property.[9] They are also required to present a workshop for homeless service providers that will explain the base closure and disposal process and provide information about any known land use constraints affecting the available property and buildings. To complement this information, your Base Property Coalition should determine if the LRA is coordinating a base-wide property inspection or if your Coalition will need to conduct an independent assessment. In the latter case, the Coalition should attempt to persuade the LRA to bear at least a portion of the costs.

State and local land use laws also will affect the property's suitability for your program. For example, zoning regulations will establish basic requirements for the property, which your program must meet. Your Base Property Coalition should research these requirements prior to finalizing the NOI. Zoning regulations are particularly complex for base property. As federal property, bases are not subject to local zoning laws. However, upon its transfer to the LRA, zoning regulations will apply. When zoning is determined and who determines it can be different for different base properties. It is important that your Coalition be involved in zoning decisions, as they will establish the allowable uses of the property. The LRA and local land use agencies will have information about zoning.

[9] 24 C.F.R. §586.20(c)(3)(ii).

As federal property, bases also may be out of compliance with building codes, federal laws such as the Americans with Disabilities Act, and other state and local land use laws. For example, military buildings may not meet applicable requirements for seismic resistance, sloping of roofs, minimal parking areas, access for persons with disabilities, and other elements. Your Base Property Coalition will need to determine if existing structures meet local and state building regulations and account for any necessary changes in the NOI.

Finally, the military may remove infrastructure such as water, electricity, and heating when vacating the property. Your Coalition should consult with DoD and the military units occupying the property to determine what infrastructure will remain when they leave.

You should seek the LRA's support and cooperation to determine if environmental or other hazards, zoning restrictions, building codes, or the removal of key infrastructure impedes locating your program on the property. The Coalition should also determine if the LRA is coordinating a base-wide assessment of such environmental and legal issues or if your Coalition will need to conduct an independent assessment. If the property requires adjustments, such as asbestos removal, lead-based paint abatement, structural changes, infrastructure, additional walkways, etc., you must budget the necessary time and funding into the NOI. However, your Coalition should negotiate with the LRA to apportion the cost of property inspections, adjustments and improvements. Chapter 5 on Legally Binding Agreements provides strategies for such negotiations.

It is also important to keep in mind that the property may remain vacant for months or even years before your Coalition receives it. You should consult with DoD and the LRA to find out about maintenance plans and negotiate any necessary maintenance or rehabilitation. The Base Property Coalition will also need to consider the need for public safety services, such as police and fire services.

Hot Tip!

Consider approaching local architecture, construction, structural engineering, real estate, and law firms for pro bono advice and assistance. These firms have the expertise to support your NOI and may be looking to improve their image, obtain tax benefits, or simply support their community through pro bono services.

The following checklist can assist you in preparing the Information About the Property Requested.

___Have you determined and articulated in the NOI the specific physical requirements of the buildings and property necessary to implement your proposed program?

___Have you specifically identified the buildings and property you intend to use?

___Have you described the total acreage or square footage of property you intend to use?

___Have you verified whether other interests are seeking the same property? If so, have you tried to negotiate a compromise with them?

___Have you researched and articulated in the NOI whether there are environmental or other hazards on the property?

___Have you validated that the buildings and property you propose to use are safe and appropriate for the proposed use, or will be after rehabilitation is completed?

___Have you researched how zoning regulations affect your use of the property?

___Have you researched how building codes and other state/local land use laws affect your use of the property?

___Have you determined what infrastructure will remain on the property after it is vacated by the military?

___If rehabilitation, construction, improvements, or maintenance are necessary to make the buildings and property suitable, have you budgeted the time and funds into the NOI?

5. Applicant Information and Financial Plan

This section of the NOI must describe the Base Property Coalition and/or provider(s) that are submitting the notice and establish that they have both the organizational capacity and legal status to carry out the program. It must also describe the general budget and projected funding sources for the program.

The Applicant Information in the NOI should include:

___The names of all applicants, including coalitions and providers

___The applicants' vision or mission statement

___The legal status of the applicants (nonprofit corporations, etc.)

___A summary of the applicants' experience and qualifications in homeless services

___A listing of key measurable outcomes and achievements of the applicants' programs

___A demonstration of the applicants' capacity to implement each element of the proposed program

The NOI should describe proudly and specifically the accomplishments, experience, and proven track record of the Base Property Coalition and its individual members. It must establish that your Coalition has the capacity and expertise to implement all elements of the proposed program successfully. Although established providers will be in a better position to demonstrate their capacity, new providers that can demonstrate their ability to implement the NOI are eligible.

The NOI Financial Plan must contemplate all likely expenditures and demonstrate that the applicants will be able to meet those expenses. Preparing the Plan is complicated by the fact that many expenses will not become clear until the redevelopment of the property is underway, and expenses may change as providers, services, or the scope of the program are adjusted along the way. Although the Financial Plan does not need to address every detail, it should be as complete as possible. The LRA should be able to offer helpful, general estimates of many of the expenses your NOI will entail.

Of course, expenses will depend upon the proposed program. Therefore, the Program Description in Section 1 should form the basis for the Financial Plan. Carefully analyzing the budget of your current agency and expenditures of programs similar to your proposal also can help ensure that your budget includes all the elements. You may also wish to budget for the expense of a professional developer to help coordinate and implement the process of developing the property.

As described in Section 4 above, any needed improvements or changes to the property, including maintenance during its vacancy, should also be addressed in the budget. Since zoning may not have been determined prior to submission of the NOI, you may want to budget for the cost of

seeking an exception to zoning limits, in the event that it becomes necessary. Similarly, since noncompliance with land use laws or environmental hazards may not become clear until later in the redevelopment process, the Financial Plan may want to account for certain improvements. You should also verify with the DoD and the LRA if any structures or infrastructure will be removed when the military vacates the property.

The following is a partial list of examples, based on the experiences of nonprofits that acquired property in prior rounds, where unexpected costs may arise:

- Utilities. The military may remove the existing utilities as the base is shut down and it may be necessary to contract with local utility companies to install new utility lines and services. For example, buildings that were previously heated by the military's steam plant may need new sources of heat once the steam plant is torn down.
- Parking and streets. If you are acquiring housing, you may be asked to install parking spaces or widen streets in order to comply with local land use policies.
- Roofs. Military buildings do not always conform to state or local laws concerning slope, materials, or construction standards.
- Historic properties. Buildings may be subject to historic property preservation laws and policies, requiring special materials or procedures.
- Windows and fixtures. While these may be present and in good condition when you apply for the property, keep in mind they may be stolen or damaged over the months or years that it takes for the military to fully decommission the base and transfer the property. Similarly, expect to replace paint and carpeting upon receiving the property.
- Hazardous materials. While the military is responsible for remediation of contamination for which it was responsible, there may be disputes about responsibility. Similarly, even if the military assumes responsibility, remediation may be needed on property that was not initially known to be contaminated, resulting in unanticipated delays in the start up of your program.

In addition to outlining an estimated program budget, the Financial Plan must describe projected funding sources. In searching for funding, close collaboration within your Base Property Coalition will help maximize resources. To the greatest extent possible, your Coalition should also work cooperatively with the LRA to identify potential funding. While specific funding options will depend upon the Program Description, local community resources, and the strengths of your Coalition, the following suggestions may be good starting points.

___If your NOI includes providing housing, your Coalition may eventually be eligible for federal and/or state income tax credits for providers of low-income housing. These credits could greatly reduce the cost of the project.

___HUD offers a wide variety of grants and has developed a guidebook to walk applicants through the process of finding, registering, and applying for grant opportunities. http://www.hud.gov/grants/index.cfm

___The U.S. Departments of Veterans Affairs and Labor offer grants for services to homeless veterans.

http://www.nchv.org/service_category.cfm?id=7

___The Administration on Children & Families of the U.S. Department of Health and Human Services has an online database of all its grants.
http://www.acf.hhs.gov/grants/index.html

___Grants.gov is a searchable, online index to all federal government grants.
http://www.grants.gov/

___The Foundation Center is an excellent source of funding information from a wide variety of corporate and private sources.
http://www.foundationcenter.org/

___Community foundations are public charities that contribute to their local area.
http://www.cof.org/Locator/

___Local civic clubs, such as the Rotary Club, Junior League, Lion's Club, Kiwanis Club, Goodwill, and Knights of Columbus, may have grants available.
Check the phone book or internet site of your town or chamber of commerce for contact information

___Local branches of large corporations and smaller, local business may offer funding or in-kind donations.
http://www.uschamber.com/chambers/directory/default

6. Timeline

The NOI should estimate the timeline for completing the major milestones of program implementation. The Timeline will depend upon the specific proposed uses of the property, necessary funding, and the improvements or changes necessary to the buildings and property. It should also include some flexibility.

The application and approval process for base property redevelopment can be very long and protracted. Even once all the approvals are issued, there may be a significant delay before your Base Property Coalition can occupy the property. Therefore, the Timeline, as well as your Coalition, should be flexible and able to survive the frustration and uncertainty of waiting. You may also wish to consult the LRA for information about the DoD's anticipated timeline for vacating the base and the LRA's timeline for completing and implementing the redevelopment plan.

> Hot Tip!
>
> From start to finish, the process of obtaining military property takes years. Prepare your Base Property Coalition for this timeline. Build strong and lasting relationships among institutions based on common goals and a shared vision—collaborations that can survive changes in staff and circumstances and reach the finish line together.

The following checklist can assist you in preparing the Timeline.

___Have you indicated a timeline for obtaining necessary funding?

___Have you indicated a timeline for obtaining any necessary permits, inspections, or legal documents?

___Have you indicated a timeline for completing necessary structural or environmental changes?

___Have you indicated a timeline for occupying the property?

___Have you indicated a timeline for commencing each element of the program?

___Have you built flexibility into your timeline, to accommodate unforeseen obstacles or circumstances?

___Have you addressed your Base Property Coalition's ability to sustain its interest and capacity over time?

Chapter 4
From NIMBY to Groupie: Winning community support

Community opposition may present a formidable problem for Base Property Coalitions seeking property. "Not In My Back Yard," or NIMBY, forces have fought successfully against many homeless services programs. However, through patient, sustained education and outreach, these same NIMBY forces can become staunch supporters of services to homeless people. Base Property Coalitions must proactively engage potential NIMBY activists in conversation and collaboration to prevent opposition and to design a community-friendly program. You should start an anti-NIMBY campaign as soon as you begin contemplating submitting a NOI.

From the outset, your Base Property Coalition must view its proposal in the context of the total redevelopment of the base. You must be able to articulate how the proposed homeless services fit within the overall redevelopment vision of the community and the LRA. For example, if the overall goal of redevelopment is economic growth, your Coalition must be prepared to convince potential opponents that its proposal can contribute to, or at the very least coexist with, that goal. If the goal is to create comfortable housing stock and more community green spaces, your Coalition must fit its program into that model. Approaching NIMBY issues from this perspective will help your campaign be most effective.

The anti-NIMBY campaign should begin with an objective consideration of potential NIMBY concerns. By putting yourselves in the shoes of potential opponents, you will be able to understand and address their concerns more effectively. NIMBY concerns will involve the community physically surrounding the base property, the broader community invested financially and/or emotionally in the redevelopment of the property, the other applicants seeking to redevelop the property, and the LRA itself. Your Coalition must engage all of these interests in conversation and listen openly to their concerns.

Initially, consider all the potential effects, both real and imagined, of locating your services on the base property, such as:

- Disrupting other contemplated base redevelopment plans
- Hindering the community's hopes and goals for redevelopment of the property
- Obstructing the LRA's vision for redevelopment of the property
- Decreasing property values on the property and in the local area
- Hurting businesses planned for the property or already located in the area
- Adding students to local schools, resulting in larger classes and more demands on teachers, administrators, and infrastructure
- Increasing the demands on all local infrastructure, such as roads, public services, parking, commerce, and employment
- Producing a large circulation of unknown adults
- Generating crime
- Increasing the use of alcohol, tobacco, and/or drugs
- Creating litter, disrepair, loitering, and noise

Once your Base Property Coalition has developed a list of potential NIMBY concerns, you must articulate objective, tangible responses to those concerns. For example, how will your coalition prevent clients from loitering on the street, littering, or using alcohol? What measures will you take in concert with local authorities to accommodate increased demands on infrastructure? Why will your clients not contribute to an increase in crime or noise? Since many NIMBY objections are rooted more in fear or ignorance than actual experience, your responses must be reassuring and convincing. Be prepared to educate the community patiently about your clients, your program, and specific mechanisms you have or will put in place to address their concerns.

Furthermore, be prepared to discuss the advantages of your program for the entire community. For example:

If you provide…	**The community may enjoy…**
Substance abuse treatment	Decreased drug use
Employment training	Lower unemployment and workers for local businesses
A child care program	More child care resources for all parents
A drop-in center for youth	Fewer youth loitering on the streets
Affordable housing	Less homelessness

To prevent NIMBY opposition, your coalition must engage in consistent, coordinated efforts to educate the community about your program proposal, your capacity to manage the program, the benefits your programs offers the community, and your proposal's compatibility with overall redevelopment goals. A broad-based coalition will appeal to diverse elements of the community and instill more confidence in the feasibility of implementing the program safely and successfully.

It is also important to note that federal regulations prohibit the LRA from releasing to the public any information about your Base Property Coalition's capacity to implement the NOI or your financial plan. In fact, the LRA may not even release a description of the organizations in the Coalition.[10] Your Coalition may wish to share such information with the public, as part of your anti-NIMBY activities.

The following checklist can assist you in developing your anti-NIMBY campaign.

__ Familiarize yourself with the overall redevelopment vision of the LRA and the community: talk to LRA representatives, community members, the Chamber of Commerce, and other interests seeking to redevelop the property.

__ Clearly articulate how your proposed homeless services complement or support the overall redevelopment vision.

[10] 24 C.F.R. §586.20(c)(2)(i). The release of such information is not prohibited if it is elsewhere authorized under Federal law and under the law of the State and communities in which the installation is located. For example, once the LRA completes a draft redevelopment plan, it is required to make the plan available for public review and comment.

__ Develop a simple, one-line “message” that conveys how your proposed homeless services complement or support the overall redevelopment vision.

__ Use this “message” in all communications by your Coalition and its members.

__ Get to know the local community: walk around the neighborhood surrounding the base; talk to nearby residents and business owners, and leaders of faith communities, civic groups, and community centers; and talk to staff at any similar programs in the area about their experiences.

__ Be good, patient listeners.

__ Develop flyers and a brief PowerPoint presentation describing the services the Coalition hopes to provide, your “message” for how they fit within the overall vision for redevelopment of the base, and your experience and capacity to provide the services safely and successfully.

__ Develop fact-sheets or flyers with a concise explanation of how the coalition’s services would benefit the community as a whole, both socially and economically.

__ Designate specific spokespersons to address the media and the community; spokespersons should have strong connections to the community, deliver the Coalition’s “message” clearly, and be able to speak calmly, concisely, and persuasively about the proposed project.

__ Designate specific community liaisons to establish relationships with interested parties and lead anti-NIMBY efforts, such as community meetings and forums.

__ Set aside sufficient staff time and resources to mount and sustain education and outreach activities over time.

__ Partner with legal services, law school professors or legal clinics, or pro bono law firms to assist in addressing legal issues such as zoning requirements.

__ Conduct regular media outreach with the Coalition’s “message” and emphasizing the benefits of the proposed programs and the cooperation between service providers and the community.

__ Hold individual meetings with relevant city/county government officials and agencies, including zoning authorities, prior to developing the NOI.

__ Hold individual meetings with community decision-makers, activists, business leaders, and other interests seeking to redevelop the property prior to developing the NOI.

__ Hold individual meetings with faith-based leaders prior to developing the NOI.

__ Invite community members, business leaders, and others to visit coalition members’ programs, meet their directors and staff, and meet their clients.

__ Co-organize community forums hosted by service providers to help shape the NOI.

__ Participate in community forums hosted by city/county government to help shape the NOI.

__ Develop safety and emergency plans with community members and local government.

__ Cooperatively develop plans and protocols to address the opposition's specific concerns.

It is possible that even a vigorous and well-planned anti-NIMBY campaign may not be entirely successful in winning support for your program from all members of the community. In some cases, local government entities--often in response to opposition from members of the community--have imposed barriers in an attempt to prevent or hinder the development of housing, shelter or services for homeless people on former base property. Such barriers arise, for example, when local zoning authorities deny or substantially delay issuance of necessary zoning approval or zoning permits,[11] or when other local government entities deny or delay issuing building, fire safety, or other permits necessary to operate housing, shelter or services on the property as proposed in the NOI.

In such circumstances, it sometimes becomes necessary to challenge such barriers through the legal process. Anti-discrimination laws, such as the federal Fair Housing Act[12] (FHA), and the Americans with Disabilities Act[13] (ADA), may apply and may offer useful protection from efforts to prevent the development of housing, shelter, or services for homeless persons. Both laws have successfully been used to challenge barriers imposed by local governments through the zoning or land-use process. The Fair Housing Act, which protects covered "dwellings," may apply in cases involving efforts to create housing or shelter. The ADA can potentially be useful with respect to efforts to create housing, shelter, or day services. Homeless persons as a group are not specifically protected under the Fair Housing Act, but they may be covered under the law if they fit within one of the law's protected classes, such as persons with disabilities or persons allegedly being treated differently than others based on their race or national origin. The Americans with Disabilities Act covers all persons who meet the law's definition of a person with a disability. Non-profit organizations or base property coalitions facing significant barriers to their efforts based on NIMBY opposition should consult an attorney for assistance in determining whether a legal challenge under these or other laws may be warranted.

See Appendix B for additional anti-NIMBY resources.

[11] Barriers imposed through the local zoning process generally arise in situations in which federal property is being transferred to a non-profit housing or services provider with a deed. If the property is simply leased to the non-profit provider and there is no deed, the property should not be subject to the requirements of local zoning.
[12] 42 U.S.C. §§ 3601-3619, 3631
[13] 42 U.S.C. §§ 12101 et seq.

Chapter 5
Making it Real with the Legally Binding Agreement

Congratulations! Thanks to the collaborative efforts of a strong Base Property Coalition, a persuasive NOI, and positive relationships with the community, the LRA has chosen your coalition to receive military property. Yet, several steps remain, including approvals from HUD and DoD, environmental inspections, and other assessments. There is also one key process left to complete between your Base Property Coalition and the LRA: the negotiation of a Legally Binding Agreement (LBA) to establish which services you'll provide and under what circumstances.

The LBA between you and the LRA is a critical document. It is a contract that will determine the benefits the homeless community will receive and the rights and obligations of both your Base Property Coalition and the LRA, now and in the future. It requires careful and deliberate negotiation and drafting. **Your coalition should make every effort to obtain pro bono legal counsel to assist with the LBA.** Contact NLCHP, which may be able to assist you in locating an attorney who may be able to represent you in the process at 202-638-2535 or at nlchp@nlchp.org.

> Hot Tip!
>
> Negotiate from a position of strength. Use the membership of your Base Property Coalition, alliances with local policy makers and community leaders, pro bono support from law firms, and good preparation to establish from the outset that you intend to obtain a strong, positive LBA.

Federal regulations require that LRAs include LBAs for "buildings, property, funding, and/or services" in the LRA's homeless assistance submission to HUD.[14] The following specific points must be addressed in the LBA:

- Suitability: establishing alternative arrangements if an environmental inspection reveals that the property is not suitable for the proposed use (See Section 1 below for more information on suitability);

- Reversion: promising to return the property to the LRA or another entity if the provider doesn't use the property for homeless services (NOTE: The LRA is not required to use the property for homeless services after reversion);

- Services: describing how buildings, property, funding, and/or services will be used to fill gaps in the Continuum of Care system and how the property is suitable for those uses; and

[14] 24 C.F.R. §586.30(b)(3).

- Infrastructure: explaining the availability of general services such as transportation, police, fire protection, water, sewer, and electricity in the vicinity of the property.[15]

In addition, while not directly your Base Property Coalition's responsibility, LBAs must be accompanied by a legal opinion of the LRA's chief legal advisor, stating that the LBA will constitute legal, valid, binding, and enforceable obligations on both the LRA and your coalition. Finally, the LBA must include the basic legal documents necessary to implement the NOI: if base property is being transferred to a provider, the LBA must include the contract, proposed deed or lease and any restrictive covenants; if the LRA has agreed to make payments in lieu of providing property, the LBA must state the source and amount of funds, the payment schedule, and the purpose for which the funds will be used. HUD has developed a basic LBA checklist, which is available on page 22 of HUD's helpful "Military Base Reuse and Homeless Assistance Guidebook," available on-line at: http://www.hud.gov/offices/cpd/homeless/programs/brac/guide/guide.pdf.

The regulations do not require LBAs to contain any additional information or specific provisions. Thus, LRAs and providers have a significant amount of freedom and flexibility in drafting the LBA to fit their particular needs and circumstances. While this can be a benefit to Base Property Coalitions with strong legal advice and negotiating leverage, it presents a challenge for providers with less support and influence.

Hot Tip!

When beginning negotiations, remind the LRA that they are not giving you a gift: they are working in partnership with you to provide essential community services. Your programs offer important social services that will enhance the overall health and well-being of the community, as well as the lives of adults, children, and youth experiencing homelessness. Your Base Property Coalition, the LRA, and the community ALL benefit from your receipt of base property or funding.

A key to successful negotiating is to be prepared. Preparation requires: (1) clear goals; (2) complete knowledge of the facts; and (3) awareness of potential pitfalls and specific strategies for how to avoid those traps and achieve your goals.

First, your goals should be articulated in the NOI. The LBA must ensure that your Base Property Coalition has the legal rights and all the resources necessary to provide the services outlined in the NOI. In many cases, providers receive financial awards in lieu of property. This funding may be generated by the rental or sale of base property or from local government funds. Although such financial awards simplify many of the specific terms of the LBA, many potential LBA pitfalls remain.

[15] 24 C.F.R. §586.30(b)(3)(i)-(iii).

Second, to develop your knowledge about the property, work to build a cooperative relationship with the LRA from the outset, with open communication and information sharing. Also, prior to starting LBA negotiations, solicit support from pro bono attorneys, realtors, architects, building inspectors, and engineers to obtain:

- property appraisals;
- assessments of building code violations, accessibility requirements, zoning designations, and other legal considerations; and
- environmental inspections.

If you are unable to obtain such assessments and inspections prior to finalizing the LBA, be sure to build in flexibility for the possible expenses and delay of environmental clean-up, significant capital improvements, or necessary legal procedures.

Hot Tip!

The LBA can specifically require the LRA to support and cooperate with you throughout the base redevelopment process. For example, one Base Property Coalition obtained the following provision in its LBA:

"[LRA] will provide technical assistance to [provider] in regards to grant funding source identification, grant and loan application preparation, and the review of real estate improvement projects deemed necessary for all properties under consideration for possible conveyance to [provider] under this agreement. The technical assistance may be provided immediately as of the date of this agreement."

Finally, the following specific strategies can assist your Base Property Coalition in avoiding common LBA pitfalls and achieving its specific goals through the LBA process. These strategies can support coalitions receiving funding, as well as those receiving property. They fall into 9 general categories:

1. Suitability
2. Financial Responsibility
3. Deed Versus Lease
4. Substitutions
5. Reversion
6. LRA Oversight
7. Dispute Resolution
8. Indemnification
9. Creativity

The descriptions of each of the strategies below are followed by examples of provisions taken from actual LBAs pertaining to military properties across the country. In offering these examples, NLCHP does not specifically endorse any of the language or approaches used. Rather, these examples are included to suggest ideas and possible basic language your Base

Property Coalition may wish to consider in its negotiations. Each policy is the result of negotiations in which parties agreed to concede certain points in return for concessions from the other party, depending upon their needs and priorities and the particular circumstances. The circumstances and priorities of your Base Property Coalition will shape the specific language and provisions of your LBA.

1. Suitability. Make sure provisions about the suitability of the property and alternative arrangements will not entail additional expenses to your Base Property Coalition, a reduction in the amount or quality of the property, or significant delays in occupying the property.

As explained above, under federal regulations LBAs must establish alternative arrangements in case an environmental inspection reveals that the property is not suitable for the proposed use. HUD requires that if substitute property is to be offered, the LBA must adequately describe the requirements for the substitute property (size, zoning, etc), when it will be transferred, and what will happen if suitable property is not found within a specified time period. Often, LBAs are written before detailed assessments of the property have been completed. Assessments may later reveal that the property contains environmental hazards, such as asbestos, lead paint, or chemicals, or that the buildings are not safe for human use. This may make the property "unsuitable" for your program.

LBAs generally address this uncertainty by providing options in case the property is found unsuitable. Options may include:

- the LRA or relevant military agency must correct the deficiency;
- your Base Property Coalition must correct the deficiency;
- the costs of correcting the deficiency are somehow divided among agencies;
- the LRA must provide replacement property off the military base;
- the LRA must pay the providers to purchase replacement property elsewhere; or
- another arrangement.

Obviously, your Base Property Coalition should seek to allocate as many costs as possible to the LRA or the relevant military agency. You should also establish a reasonable definition of "suitability" and ensure that you receive property appropriate for your services, whether on or off the military installation.

The following checklist can assist you in addressing suitability in your LBA:

__ Does the LBA provide for an environmental assessment? At whose expense? At what point in the process?

__Is "suitable" defined specifically and appropriately?

> The definition of suitability should be based on objective standards related to your proposed use of the property. It may also include a cap on costs; for example, if remediation would cost more than $X, the property is deemed not suitable. (The cap

your Coalition should seek will depend on who is paying for the remediation. Obviously, if your Coalition is paying, you should seek as low a cap as possible.)

It may be in the LRA's interest to have a lax definition of suitable for two reasons: If the LRA is required to correct deficiencies to make the property suitable, a lax definition would minimize required improvements and, therefore, the LRA's expenses. If your Base Property Coalition is required to correct deficiencies, a lax definition of suitability will limit your right to seek replacement property, leaving you with the expense of environmental corrections. On the other hand, if the LRA seeks to relocate your program so it can sell or redevelop the property unhindered, it may seek a stricter definition of "unsuitability." Make sure the LBA defines suitability clearly.

Hot Tip!

Defining suitability and alternatives clearly in the LBA can literally make or break your ability to make the project described in your NOI a reality. Environmental remediation expenses can be devastating, even to a large nonprofit.

__How is suitability decided? This should not be a unilateral decision of the LRA. It can be determined jointly or by an objective third-party inspector.

__If there is a disagreement about suitability, how will the disagreement be resolved? The dispute resolution section below offers some suggestions.

__If the property is unsuitable, who must pay to correct the deficiencies? Is there any cap on that liability? A cap on your liability is beneficial; a cap on the LRA's liability may leave you with significant unpaid expenses.

__Does the LBA establish time frames for correcting deficiencies? If this is your responsibility, ensure that time frames are reasonable. If this is the LRA's responsibility, ensure that time frames are not overly generous.

__If the LRA will give your Coalition replacement property off the military base, what requirements must that property meet? "Substantially equivalent" to the intended base property may be a good standard, or "comparable in size, character, and location."

__If the LRA will give your Coalition replacement property off the military base, does the LBA establish reasonable grounds for you to reject offered property? For example, if offered property is smaller, less convenient, less safe, or otherwise less desirable than the base property?

__If the LRA will give your Coalition replacement property off the military base, does the LBA ensure that you will not incur additional expenses related to the location or character of the replacement property (for example, additional expenses for transportation, infrastructure, capital improvements, maintenance, public safety, etc)?

__If the LRA will give your Coalition a financial award to purchase replacement property, how will the amount of the award be decided? Will it cover the price of a substantially equivalent property?

__If there is community or NIMBY opposition in the replacement location, does the LBA require the LRA to assist with community relations? Does the LBA provide your Base Property Coalition some redress if NIMBY opposition in the replacement location threatens to derail the proposed services?

__If you have already occupied base property before being required to move, who will pay for moving expenses?

Suitability: Examples

> *"Prepossession Joint Inspection of Premises. Following execution of this Agreement and before the term of the lease begins, representatives of [LRA] and the Provider shall conduct a joint inspection of the Premises to determine whether substantial rehabilitation of the premises is required as set forth in the Standards of Reasonableness. If substantial rehabilitation is required, the [LRA] shall provide a written confirmation of that fact to Provider within one month of the date of the inspection called for herein."*
>
> *"The [LRA] shall have the Army correct the environmental issue so that the original site may be used by [provider]."*
>
> *"If HUD or the LRA determines that a Premises intended to be used under this Agreement is unsuitable, the parties agree to meet and to renegotiate in good faith such alternative arrangements, either on or off the [base] which provide a substantially equivalent or similar level of housing and services based upon the needs of the community and which are compatible with the use intended by a Provider and supported by the approved Reuse plan. Such negotiations shall strive, to the extent feasible, to enable the same balance of the needs of the homeless persons in the community with the community's needs for economic redevelopment as originally intended by the Reuse Plan. The LRA shall provide sufficient funding when relocating the Provider to provide for substantially equivalent premises."*
>
> *"[LRA] will use its best efforts to locate appropriate sites that are within urban areas already targeted for redevelopment, or within areas being planned for redevelopment. [LRA] will also conduct an appropriate community outreach and review process for each separate site identified to promote and encourage community awareness, understanding, and acceptance of the transitional housing program."*

"In instances where properties are identified by [LRA] for consideration as potential transitional housing sites which are located in neighborhoods characterized by unusually high crime rates or blighted conditions (as defined later in this section), assurances must be provided to [provider] that appropriately scaled increases in security measures and significant neighborhood revitalization activities are being pursued by the City."

And beware of "As Is" provisions like this one:

"Lessee accepts the Premises AS IS, in their condition on the Effective Date, and ASSUMES THE RISK of any defects in the condition of the Premises and of all the matters set forth below. Lessor makes NO WARRANTIES OR REPRESENTATIONS OF ANY KIND. Lessee agrees that any express or implied representations or warranties made by or on behalf of the Lessor prior to the date hereof, unless expressly set forth in the Lease, are hereby revoked and canceled and shall have no force of effect."

"Except as otherwise expressly provided in the Lease, Lessee hereby irrevocably releases and waives any and all claims that Lessee has or may have hereafter against Lessor with respect to the condition of the Property or arising pursuant to the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or the State Model Toxics Control Act, as amended."

"Lessee agrees that the Lessor shall have no liability or obligation as a result of any defect or condition of the Premises, including without limitation latent defects. The Lessor shall have no obligation for any repairs, maintenance, or work of any kind except as expressly set forth in the Lease."

"Lessee acknowledges that the improvements on the Premises may not be fit for occupancy for the purposes intended, or in some cases for any purpose, without substantial rehabilitation and modifications. Lessee further acknowledges that the buildings on the Premises may not be in compliance with applicable Codes and may not satisfy standards of various potential funding sources for operation of the buildings. Lessee agrees that Lessor has no obligation to cause any such buildings to comply with any such Codes or standards, and that if Lessee fails to bring such buildings into compliance Lessee and its Sublessees will not be permitted to use or occupy the buildings for the purposes intended."

2. Financial Responsibility. Make sure the LBA clearly establishes who pays for the various expenses involved in developing and operating the property. Try to allocate as many expenses as possible to the LRA and build in flexibility for making the Base Property Coalition's payments.

The following checklist of potential expenses can assist you in addressing financial responsibility in your LBA:

__Property inspections and assessments;

__Bringing buildings into compliance with building codes;

__Bringing buildings and property into compliance with laws regarding accessibility for persons with disabilities;

__Obtaining necessary zoning designations;

__Removing or abating asbestos, lead paint, and other environmental hazards;

__Necessary capital improvements;

__Janitorial and maintenance services;

__Waste collection;

__Public safety services;

__Utilities (both infrastructure and service); and

__Taxes and assessments.

Financial Responsibility: Examples

> *"Capital costs for construction of the facility are estimated at $4 million dollars. If capital costs are not timely provided by the Wayne Densch Charities, [City] shall pay the capital costs of the Preferred Living Center, up to a cap of $4 million dollars. The actual amount for the capital costs must be approved by the City Council. This contribution of capital costs by the City will be in lieu of establishment of the trust fund per Article II, Section A of this Agreement. The parties shall work to resolve all issues regarding capital costs by January 15, 1997."*
>
> *"No Lease Payments. The consideration for the possession and occupancy of the Premises is use of the property to provide services to the homeless in satisfaction of the provisions of the Redevelopment Act. In compliance with the Redevelopment Act, no monetary consideration in the nature of rent or lease payments is required or provided for in this Agreement."*

3. Deed Versus Lease. Ensure that deeds or leases protect your rights to occupy and use the property at no cost and do not leave your Base Property Coalition liable for capital

improvement or environmental cleanup costs that could be allocated to the LRA or Department of Defense.

Your Base Property Coalition may receive property pursuant to either a deed or a lease. Each arrangement has pros and cons, comparable to those of owning a home versus renting it. As a simple transfer of ownership, a deed leaves your Base Property Coalition in total control of the property, but also bearing total responsibility for developing and using it. You will be solely liable for completing all necessary capital improvements, repairs, and remediation. If you are unable to complete those activities and occupy the property within the time indicated in the LBA, you may lose the property entirely (see "Reversion", Section 5 below). Therefore, if receiving property through a deed, it is essential that your Coalition carefully negotiate and craft the LBA to allocate as many capital improvement, environmental cleanup, and other costs as possible to the LRA. If you choose to assume those costs, be certain the LBA leaves you sufficient time to complete the improvements and initiate your programs.

Unlike deeds, leases are beneficial because they may leave the LRA with certain maintenance, repair, and remediation duties, similar to the duties of a landlord. It is important to note that the specific parameters of these "landlord duties" will vary according to state law and local land use regulations. With good legal counsel to help navigate those laws and regulations and draft a lease that protects your rights, your Coalition may find a lease agreement to be very advantageous.

However, leases also have their pitfalls. First, Base Property Coalitions without good legal assistance have fallen victim to poorly drafted leases. Since a lease is essentially a contract, the lease terms can allocate responsibility between the LRA and your Coalition in limitless ways. A lease can restrict your Base Property Coalition's use of property, ability to make improvements or alterations, and terms of occupancy. On the other hand, a well-crafted lease can maximize the LRA's "landlord duties" and protect your use of the property.

Hot Tip!

Consult with a lawyer about the respective pitfalls of a lease or deed in your particular situation. If your Base Property Coalition decides to proceed with a lease arrangement, get legal help in negotiating and drafting a lease to protect your rights and limit your liability. If you opt for a deed, have legal counsel incorporate such protections into the LBA.

Second, some providers have found it harder to secure grants, donations, and other funding for leased property. A program that owns its property may seem more stable and sustainable, and thereby more appealing to potential donors. A lease may also limit providers' eligibility for federal and/or state income tax credits for providers of low-income housing.

Finally, leases may ultimately leave your Coalition with more environmental cleanup responsibilities than deeds. This is because the Comprehensive Environmental Response

Compensation and Liability Act (CERCLA) requires the Department of Defense to take all remedial action necessary to protect human health and the environment with respect to any hazardous substances remaining on the property. This duty applies both before and after the property is transferred to the LRA. However, CERCLA's cleanup provisions do not apply if the property is leased as opposed to transferred by a deed. Chapter 8 discusses CERCLA in more detail.

Ultimately, your Base Property Coalition will have to assess the respective risks and benefits of a deed versus a lease to determine which option is more advantageous.

The following checklist can assist you in evaluating the benefits of a deed versus a lease:

__Has your Base Property Coalition consulted with a lawyer regarding the relative benefits of a deed versus a lease?

__Is your Base Property Coalition's financial liability limited for capital improvements, repairs, and environmental cleanup, in either the LBA (in case of deed) or the lease?

__If leasing, does the lease give you all the rights to occupy, use, and enjoy the property that you need in order to implement your programs?

__Does the LBA (in case of deed) or the lease leave you sufficient time to complete any improvements, repairs, or cleanup that is your responsibility?

__Have you considered potential effects of a lease on fundraising capabilities?

__Have you sought legal advice before agreeing to any deed or lease?

4. Substitutions. If the LRA has the option of substituting off-base property or a financial payment for property on the base, make sure the substitution will not entail additional expenses to your Base Property Coalition, a reduction in the amount or quality of the property, or significant delays in occupying the property.

In cases where an LRA has a strong interest in selling or developing a military property as a complete unit, the LRA may offer providers substitute property in another location. The LRA may also offer a financial payment to allow providers to purchase replacement property. This may suit the needs of all parties involved. However, your Base Property Coalition should ensure that the deal protects its interests.

The following checklist can assist you in addressing substitutions in your LBA:

__Under what circumstances can the LRA decide to provide you with a financial payment or off-base property?

__Does the LBA specify that the LRA can only require you to relocate once?

__What requirements must the substitute property meet? "Substantially equivalent" to the intended base property may be a good standard, or "comparable in size, character, and location."

> Hot Tip!
>
> HUD requires that if substitute property is to be offered, the LBA must adequately describe the requirements for the property (size, zoning, etc), when it will be transferred, and what will happen if suitable property is not found within a specified time period.

__If the LRA will give your Coalition replacement property off the military base, does the LBA establish reasonable grounds for you to reject offered property? For example, if the offered property is smaller, less convenient, less safe, or otherwise less desirable than the base property?

__If the LRA will give your Coalition replacement property off the military base, does the LBA ensure that you will not incur additional expenses related to the location or character of the replacement property (for example, additional expenses for transportation, infrastructure, capital improvements, maintenance, public safety, etc.)?

__If there is community or NIMBY opposition in the replacement location, does the LBA require the LRA to assist with community relations?

__If you have already occupied base property before being required to move, who will pay for moving expenses?

__If you have already occupied base property before being required to move, does the LBA provide you a reasonable period of time to move and reinitiate services in the new location?

Substitutions: Examples

> *"Upon closure of [base] by [LRA] on September 30, 1996, or upon such other date of closure of base as determined by DOD, [LRA] will place the amount of Two Million Dollars ($2,000,000.00) ("funds") in an interest bearing account at the Bank of America. Said funds shall remain in said account until [LRA] receives notification from HUD that the homeless assistance submission of the redevelopment plan has been approved. [LRA] shall remove the funds from said account and pay the funds, with all interest thereon, to the [provider] no later than seven days after receipt by [LRA] of notification of approval of the homeless assistance submission by HUD…."*
>
> *"The 18 dwelling units will not be transferred to the [provider], but rather the [LRA] will request that the 18 dwelling units be transferred to [LRA] and/or the City for the purpose of development and sale to recover the Two Million Dollars*

($2,000,000.00), or any portion thereof, paid to the [provider]. The [provider] will not, under any circumstances, be responsible for any shortfall of funds generated by the sale of the 18 dwelling units…The use and expenditure of the funds shall be determined solely and exclusively by the [provider]. All funds, however, must be used for and expended on new activities designed to meet the needs of homeless persons and families by addressing gaps in the continuum of care system… as defined at section 92.5 of the interim Federal rule and as required by sections 92.30 and 92.35 of the interim Federal rule, and not to replace existing housing and services provided to homeless persons and families."

"The Homeless Subcommittee has developed a list of seven (7) local homeless providers committed to participation in the Homeless Assistance Element…. The City agrees to secure, appropriate, and disburse Seven Million Five Hundred Thousand Dollars ($7,500,000.00) to be used for implementation of the Homeless Assistance Element."

"The LRA retains the option to relocate [provider] to another location so long as the alternative location is comparable to the Designated Homeless Services Facilities as to number, size, and condition of the units, or, in the alternative, pay [provider] an amount sufficient to allow [provider] to purchase an alternative location which is comparable to the Designated Homeless Services Facilities, as to number, size and condition of the units."

"The LRA shall retain the option to terminate a provider Lease and relocate a Provider to another location so long as the replacement premises is substantially equivalent or comparable; as defined by regulations contained in Section 92.5 of 32 CFR part 92 or, in the alternative, pay the Provider a case payment sufficient to allow the Provider to purchase an alternative replacement Premises somewhere other than at [base] which is comparable and at least substantially equivalent as [sic] the Premises at [base]. Comparability shall be negotiated in good faith and determined by mutual agreement consistent with Section 92.5 of 32 CFR Part 92. If mutual agreement cannot be reached, a mediator agreed to by both parties shall be enlisted. If the parties are unable to agree upon a mediator, the American Arbitration Association (AAA) shall be requested to provide the names of five (5) mediators, and the parties shall select one (1) of the five (5) to mediate the dispute."

"[LRA] will use its best efforts to locate appropriate sites that are within urban areas already targeted for redevelopment, or within areas being planned for redevelopment. [LRA] will also conduct an appropriate community outreach and review process for each separate site identified to promote and encourage community awareness, understanding, and acceptance of the transitional housing program."

5. Reversion. Make sure provisions about the reversion of the property to the LRA (in cases where you are no longer able to provide homeless services) are reasonable and ensure that services will be continued.

As explained above, under federal regulations LBAs must require providers to return the awarded property or funds to the LRA or another entity if the provider doesn't use them to serve homeless people. The return of property or funds is called reversion. Although reversion is mandatory, the specific factors that trigger reversion are negotiable. The LBA can, and should, require the LRA to notify your Base Property Coalition if it is in danger of reversion and allow you a reasonable period of time to correct the problems and avoid reversion. Furthermore, in cases of reversion, the LRA must "take appropriate actions to secure, to the maximum extent practicable, the utilization of the building or property by other homeless representatives to assist the homeless" but "may not be required to utilize the building or property to assist the homeless."[16] Therefore, your Base Property Coalition has some room to negotiate what triggers reversion and what happens after the property is returned.

The following checklist can assist you in addressing reversion in your LBA:

__Does the LBA specify what triggers a reversion? Are the triggers within your control? An LBA that requires you to meet outcomes that are entirely outside your control is extremely risky.

__Does the LBA specify that your Coalition must receive notice if it is in danger of reversion? Does the LBA require the LRA to give you a reasonable time to come into compliance with requirements? In legal terms, this is called "notice and opportunity to cure," and it is extremely important to prevent the LRA from taking the property suddenly, without advising you of the problems and giving you a chance to fix them.

__Does the LBA allow you to adjust your services reasonably, based on changes in identified need or other factors? Or will you be forced to return the property or funds if you make reasonable, necessary adjustments to your program?

__Does the LBA allow the services you intend to provide?

__If you are required to provide services within a certain time frame, are the deadlines feasible? Do they allow flexibility based on unforeseen problems with the property, funding, or other complications?

__In case of reversion, does the LBA require the LRA to continue using the property or funds for homeless services? Does it allow your Coalition to choose another provider, or contain some requirements for the LRA to make good faith, reasonable efforts to locate one in accordance with identified community needs?

[16] Defense Base Closure and Realignment Act of 1990, as amended, §2905(b)(7)(M)(ii) (cited in 10 U.S.C. §2687 Note).

Reversion: Examples

"If [provider] for any reason should cease to exist, is no longer capable of maintaining viable programs for homeless individuals and/or families at building 302 as described herein prior to and after the execution of this agreement or is otherwise allegedly in default hereunder, the [LRA] shall provide written notice to [provider] of such default. [Provider] shall have 60 days from receipt of such notice to cure such default."

"[Provider] may not change the scope of the services to be provided to the homeless, without the express written consent of the LRA, such consent shall not be unreasonably denied if the proposed changes continue to comply with the provisions of 24 C.F.R. Part 586."

"Should good faith efforts fail to achieve program objectives, [provider] may apply to the Town to use unused Grant funds and personal property for other purposes."

"The lease with each Provider shall be upon the condition that each Provider will use the same lawfully and for the purpose of providing shelter and assistance for the homeless substantially as identified in that Provider's approved application, as it may be subsequently amended and approved by the LRA…"

"If a Provider violates any reversion clause in a deed from the LRA to the Provider, Premises shall revert to the possession of the LRA provided any default notice and cure period has been exhausted."

"The LRA shall to the extent practical take appropriate action to select another Provider to ensure the continued use of the Premises for the purposes and uses identified hereunder based on events described in Subsection A, B, or C, until such time as the need for such purposes and uses in the vicinity of the [base] no longer exist, funding is no longer available, and/or a qualified service provider cannot be located."

6. LRA Oversight. Make sure the LRA does not have the right to undue control or oversight over your operations.

The LRA can exercise a certain amount of oversight and require reporting from providers, to ensure the property or funds are being used to provide homeless services. However, your Base Property Coalition should ensure it retains its autonomy and that oversight is not burdensome or inappropriate.

The following checklist can assist you in addressing LRA oversight in your LBA:

__Does the LBA require you to seek LRA approval for any element of your program operations or capital improvements? If so, under what terms? Is this level of oversight reasonable?

__Is the LRA's right to inspect the premises or the program reasonably limited? Consider how often the LRA is permitted to conduction inspections, acceptable reasons for inspections, reasonable notice prior to inspection, and protections for the privacy, safety, and dignity of clients.

__How often must you provide reports? Annually may be reasonable; more frequently may be burdensome.

__Will it be feasible for you to collect and generate the required reporting data?

__Do you have systems in place to collect the required data efficiently?

__If you are receiving funds instead of property, do you have systems in place to track the specific use of those funds and associate outcomes?

__Will the reports protect your clients' privacy?

__Can the report be completed by in-house staff, or will it require you to hire a contractor, such as a CPA?

__Have you budgeted for the necessary time and expenses for the reporting?

LRA Oversight: Examples

> *"Annually, until such time that the City has fulfilled its commitments pursuant to this Agreement, the City Council shall receive, consider, and accept a report from the City Manager and the Homeless Subcommittee at a regular public meeting of the City Council in order to ascertain progress regarding implementation of the Homeless Assistance Element."*
>
> *"Each Provider shall make an annual performance report to the LRA, due not later than thirty (30) days after the 31st of December of each calendar year after its lease has been executed. Such reports shall compare the performance of the Provider against those goals stated in lease."*

7. Dispute Resolution. Make sure the LBA contains dispute resolution procedures that are reasonable and fair.

Disputes can arise under many elements of an LBA, such as: whether a base property is suitable; whether a replacement property is adequate; whether a reversion has been triggered; whether the LRA is meeting its obligations; and whether the providers are sufficiently implementing the NOI. Disputes can be costly and protracted, particularly if they involve court procedures. Providers without attorneys are often at a severe disadvantage in cases of disputes against LRAs,

which generally have in-house attorneys available. Lawsuits can delay the provision of services for years.

To help make dispute resolution faster and fairer, many LBAs set forth dispute resolution procedures. The specific procedures best suited to your Base Property Coalition will depend upon your resources and circumstances.

The following checklist of dispute resolution options can assist you in addressing this issue in your LBA:

__Mandatory negotiations

__Mediation (a process of negotiation assisted by a neutral party)

__Binding or nonbinding arbitration (where a neutral party considers evidence and renders an opinion on liability and damages)

__Creating a dispute resolution panel, whose members are chosen jointly by the LRA and providers

__Lawsuits and recourse to the courts

__Designating that the party who wins a lawsuit will pay all legal fees, or that each party will pay its own fees

__Specifying or limiting the remedies a party can seek, such as allowing or prohibiting financial awards or other money damages

Dispute Resolution: Examples

> *"The City and [provider] shall use their best efforts to resolve any disputes by informal discussions and negotiations between executive officers of the parties. In the event such discussions and negotiations are unsuccessful, the issue will be submitted for discussion to a six-member panel composed of two [provider] representatives and two City staff members and two [LRA] members, each appointed by their respective legislative or policy boards. The Panel shall seek and propose a consensus recommendation which shall then be presented to the full policy or legislative boards of both parties. The good faith use of the procedures outlined in this section shall be a prerequisite to the filing of any litigation related to this agreement by either party."*

> *"If mutual agreement cannot be reached, a mediator agreed to by both parties shall be enlisted. If the parties are unable to agree upon a mediator, the American Arbitration Association (AAA) shall be requested to provide the names*

of five (5) mediators, and the parties shall select one (1) of the five (5) to mediate the dispute."

"This MOU shall be enforceable pursuant to the laws of the State of California. Prior to the filing of an action, the party alleging that a breach of this MOU has occurred shall demand in writing that the breaching party cure the alleged breach. Upon the alleged breaching party's failure to cure, or 60 days after the written demand is made, whichever is earlier, then the complaining party may file an action. The prevailing party in any such action shall be entitled to its costs and fees, including reasonable attorney's fees (not to exceed $150.00 per hour)."

8. Indemnification. Make sure indemnification clauses, if included, are limited and apply to the LRA as well as your Base Property Coalition.

Some LBAs contain provisions that shield the LRA from liability if the providers are sued or otherwise held responsible for accidents or problems related to the services they provide. Such shield provisions are known as "indemnification clauses." Federal regulations do not require indemnification clauses, and many LBAs do not contain them. However, if your LRA insists on such a clause, it is important that it be appropriately limited.

For example, at the very least, the indemnification clause should not protect the LRA from liability that is based on acts of the LRA, particularly acts that are willful or negligent. Similarly, if the liability is based on some problem with the property that the LRA knew about, or reasonably should have known about, the LBA should not protect the LRA from damages. Finally, indemnification should be mutual: if the LRA isn't liable for your actions, you shouldn't be liable for theirs. An attorney can be of great assistance in drafting and negotiating indemnification clauses.

The following checklist can assist you in addressing indemnification in your LBA:

__Does the indemnification clause shield the LRA from liability for anything arising from the use of the property or grant, even if the problem was caused by a willful or negligent act of the LRA? Or are the LRA's willful or negligent acts exempted from the indemnification shield?

__Does the indemnification clause shield the LRA from liability for defects or dangers in the property that the LRA knew about or should have known about? Or are problems within the LRA's reasonable knowledge exempted from the indemnification shield?

__Is the indemnification clause mutual? Does it shield both the Base Property Coalition and the LRA to the same extent?

Indemnification: Examples

"To the extent permitted by law, the parties hereunder shall indemnify and hold harmless each other, their agents, employees and elected and appointed officials, and board of directors, from and against all claims, damages, losses and expenses (including all attorney's costs and fees, and all attorney's costs and fees on appeal) arising out of or resulting from performance of the activities as provided for herein, and which are caused in whole or in part by the other party, or its agents, employees and elected and appointed officials, board of directors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether they are caused in whole or in part by a party indemnified hereunder."

"The LRA shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by a Provider, its staff, or clientele. Each Provider agrees to defend, hold harmless, and indemnify the LRA from and against any and all claims, demands, penalties or liabilities (including attorney fees) arising out of or resulting from Provider's willful or negligent acts…"

"No Provider shall be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by LRA staff, or their agents. The LRA agrees to defend, hold harmless, and indemnify each Provider from and against any and all claims, demands, penalties or liabilities (including attorney fees) arising out of or resulting from LRA's willful or negligent acts."

9. Creativity. Be creative and ambitious with the LBA. In addition to negotiating the best LBA for your NOI, consider additional provisions that could help people experiencing homelessness in your community.

Work to include general provisions that will facilitate and expedite your use of the property or funds, such as: establishing deadlines for the LRA to complete its responsibilities; building in flexibility for your responsibilities; and requiring LRA support with NIMBY issues, funding, infrastructure, capital improvements, environmental issues, and other potential challenges. Additionally, Base Property Coalitions have often been able to secure concessions and cooperation from LRAs beyond what is strictly necessary to implement the NOI. For example, some LBAs have established affordable housing trust funds, required LRAs to reserve employment opportunities for homeless and low-income workers, or required low-income housing set-asides within for-profit base developments.

Creativity: Examples

"The [LRA] agrees to take all necessary actions to expedite the process of making the premises available to the providers."

"The City agrees to assist Non-Profit Organizations in outreaching to community groups where individual projects are proposed consistent with the Homeless Assistance Element."

"Should development of the Base include the construction of multi-family residential units, the LRA will require the developer(s) of such housing to provide a minimum of 10% of the units be developed for low-income occupancy, or suitable alternatives devised, in accordance with [City] General Plan policies and Zoning Ordinance regulations."

Establishment of the trust fund for homeless needs:

Unless the city is required to provide capital costs as set forth in Article III, Section B(2), there will be established a trust fund, the income of which will be used for the purpose of funding the Homeless Plan. The trust fund shall ultimately contain eighty percent of the amount determined between the City and the U.S. Department of Defense as credit to the City in the Economic Development conveyance concerning the City/Homeless commitments made herein and under Federal law, and shall be funded through equal annual payments over a five (5) year period, with the first contribution made beginning one (1) year from the date the City obtains title to Base Property through an Economic Development Conveyance, but in no event later than December 31, 2000."

"Income from the trust fund shall be used to fund the Homeless Plan or the future general needs of the homeless and to reduce homelessness as determined then appropriate by the trustees. It is also the intent of the city to actively seek the involvement and contributions of other local government entities, agencies and nonprofit organizations within the community for contributions to assist with implementation of the Homeless Plan."

"The parties agree that a trust fund agreement will be drafted which will detail trustees, appropriate investments, and other required elements relating to the organization and management of the trust fund. The goal is to have the trust fund be a self-sustaining source of income to assist in meeting the needs of the homeless and to reduce homelessness."

Homeless Hiring Goals:

a) *Certified list of homeless persons: The [provider] shall provide [LRA] and/or City with a list of homeless persons in [the] county. The list of homeless persons shall be certified by [LRA] and/or City. After certification, the certified list shall be used in meeting the goals set forth herein.*
b) *Private Employers: Any agreement reached between [LRA] or its successor entity and a private employer for the use or development of any portion of the [base]*

shall include a goal of fifteen percent of all new hires to be from the Certified List.

c) *[LRA] Hiring: [LRA] shall have a goal of hiring fifteen percent of persons hired to perform grounds and/or building maintenance from the Certified List.*
d) *[LRA] Contracts: [LRA] shall have a goal to award fifteen percent of the dollar value of all contracts for janitorial services, grounds maintenance and light general contracting to companies which will employ persons from the Certified List to perform the contracted work.*
e) *Monitoring: The monitoring of the goals set forth hereinabove shall be monitored by the City. On at least an annual basis, the city will evaluate the efforts of employers to meet the goals provided hereinabove. If the goals are not being met, the [LRA] will work with the [provider] to improve hiring opportunities for homeless persons."*

"With respect to any future service contracts awarded by the City… after the effective date for janitorial service, ground maintenance, and light general contracting work to be performed at [site], and for which the contractor anticipates the need to hire additional personnel to perform the work, the City agrees to include within those contracts a provision whereby the contractor agrees to outreach to qualified agencies that employ homeless workers with a goal for the contractor to consider the hiring of one or more qualified individuals who are formerly homeless."

Using the above strategies and working with legal counsel can help your Base Property Coalition avoid many of the most common LBA pitfalls. In addition to the technical issues of the LBA, your Base Property Coalition must engage in practical advocacy strategies to ensure that your Notice of Interest is accepted and that the LRA's redevelopment plan adequately addresses the needs of homeless people in your community. The following section offers strategies for advocacy before, during, and after the LBA is drafted.

Chapter 6
Making Friends and Influencing People: Defending Homeless Interests after the NOI

Having developed and submitted its Notice of Interest (NOI), your Base Property Coalition has already built strategic relationships and defended its interests actively and creatively. It is essential that your Coalition continue these activities through the remainder of the base redevelopment process. Such advocacy activities increase the likelihood that the LRA will select your NOI and can greatly strengthen your negotiating position with the LRA as you draft the Legally Binding Agreement. Protecting and integrating homeless interests in the redevelopment process will be much easier for Base Property Coalitions who worked to build partnerships in the community from the outset.

First, it is important for all members to support the NOI actively as the LRA considers redevelopment options. It is likely that for-profit competitors will be lobbying the LRA and other influential entities and persons, so your Base Property Coalition also must make its voice heard. You should continue to seek partnerships and build support for the NOI in the community, including with such influential organizations as:

- the LRA;
- other homeless service providers;
- local government officers, such as mayors, city council members, county managers, and school board members;
- local government agencies, such as veterans' affairs, social services, homeless assistance, employment, and public health/mental health agencies;
- other community-based organizations, such as faith communities, domestic violence coalitions, civic groups, chambers of commerce, the PTA, and local school and preschool providers; and
- state legislators and administrators.

All of these groups can lobby the LRA consistently to promote your NOI.

> Hot Tip!
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> Members of Congress and the State Legislature often are involved with the redevelopment of military properties in their states or districts. Your Base Property Coalition should contact your members of Congress and state legislators to seek their support for your NOI. Set up face-to-face meetings with your members' offices and have community partners send letters of support. It is important to make these contacts early and maintain them throughout the process.

Additionally, it is also helpful to review the other NOIs that have been submitted and seek partnership opportunities with other applicants. The "competition" may not have been clear

prior to the submission of NOIs. You now have a second opportunity to collaborate with other community members who also seek to use base property. Contact the LRA to request copies of NOIs or at least a complete list of applicants, if available.

Even once the LRA has selected NOIs, your Base Property Coalition has a voice. The LRA must develop a redevelopment plan that explains how it will address the needs of homeless persons.[17] The community must be involved in the design and drafting of this plan. Federal regulations require the LRA to make the plan available to the public for review and comment at various points during the drafting process.[18] Merely providing the public a copy of the final plan would not suffice, as the regulations specify that the public be able to review and comment on the plan "periodically during the process." Further, the LRA must include with the final plan a summary of the comments it received. In HUD's review of LRA plans, HUD must ensure that the application was developed in consultation with representatives of homeless persons and homeless assistance planning boards in the community. Furthermore, HUD itself must "take into consideration and be receptive to the predominant views on the plan of the communities in the vicinity of the installation."[19]

Your Base Property Coalition should be prepared to review draft redevelopment plans and provide specific, written comments. You may want to designate a subcommittee in charge of reviewing draft plans and submitting comments, to ensure that comments are complete and timely. Concerns may address a variety of issues, such as:

- the balance the LRA is striking between economic development and homeless assistance;
- whether the plan adequately addresses the needs of homeless families, youth, and adults in the community;
- whether the plan meets needs identified in the Consolidated Plan and other community needs assessments; and
- whether the property or funds the plan earmarks for homeless assistance are appropriate and adequate.

In drafting and submitting your comments to the LRA, consider five pillars of powerful public comment:

1. Be specific. Cite the precise section, paragraph, or concept in the plan that is problematic, and clearly articulate why your Coalition is concerned. Targeted, specific objections are more likely to generate changes to the plan than vague, general complaints.

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[17] 24 C.F.R. §586.20(c)(5).

[18] 24 C.F.R. §586.20(c)(6). See also Defense Base Closure and Realignment Act of 1990, as amended, §2905(b)(7)(F)(iii) (cited in 10 U.S.C. §2687 Note).

[19] See Defense Base Closure and Realignment Act of 1990, as amended, §2905(b)(7)(H) (cited in 10 U.S.C. §2687 Note). Federal law requires LRAs to "consult with representatives of the homeless…." Defense Base Closure and Realignment Act of 1990, as amended, §2905(b)(7)(C)(iii)(I) (cited in 10 U.S.C. §2687 Note)

2. Be persuasive. Use data and objective facts to support your concerns. Cite the number of families, youth, and adults in the community and the particular gaps in services identified in the Consolidated Plan, community needs assessments, school district homeless data, and other local reports, rather than simply stating that the plan does not adequately address the needs of homeless persons,

3. Be persistent. Submit comments at every opportunity, and repeat your concerns until they are addressed.

4. Offer solutions. In addition to explaining and substantiating your concerns, tell the LRA what you want. What services or funds should be provided, how, where, by whom, and to whom?

5. Be timely. Review draft plans and submit written comments as quickly as possible.

> Hot Tip!
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> In addition to submitting comments to the LRA, your Coalition may choose to disseminate its comments through its network, share them with policymakers and other influential community members and groups, or publicize them in the press. Depending on the particular situation and your relationship with the LRA, these strategies may help give your comments more prominence and apply additional pressure to the decision makers in the LRA.

In addition to the public comment process, the LRA must also hold at least one public hearing on the plan prior to submitting it to HUD.[20] Your Base Property Coalition should be prepared to give testimony at this hearing. Prior to the hearing, strategize with your collaborative partners so that each organization's testimony complements the others'. Consider involving the press to raise the visibility of your concerns, and rally community supporters to attend the hearing. It is also critical to assess opposition to homeless services in the community and attempt to diffuse NIMBY and other resistance prior to the hearing. To the extent that opposition exists, your Coalition must be prepared to offer objective, tangible responses to their concerns. Chapter 4 contains strategies for combating NIMBY forces.

Your Coalition should monitor this process and take advantage of its opportunities to influence the redevelopment plan. Regular contact with the LRA is essential to ensure that your voice is heard.

Many Base Property Coalitions have successfully integrated their interests in the redevelopment process from beginning to end. For example, fourteen community agencies collaborated to form the Treasure Island Homeless Development Initiative (TIHDI) (pronounced "tie dye") in 1994, to defend the interests of homeless persons in the redevelopment of the Treasure Island Naval

[20] 24 C.F.R. §586.20(c)(6).

Station in San Francisco.[21] Several aspects of TIHDI's collaboration are exemplary:

- TIHDI was formed prior to the submission of NOIs, so the collaborative was able to initiate the process from a position of strength.
- The collaborative sought and obtained a grant from the City of San Francisco, which allowed them to hire a full-time director and focus time and resources on the redevelopment process.
- Three TIHDI members secured membership on the LRA's Citizen Advisory Board, giving them an important level of access and input into the overall redevelopment process.
- Prior to drafting their LBA, TIHDI assembled a negotiation team that included a pro bono attorney, a land use expert, and homeless service providers. The resulting LBA includes provisions for 375 multi-bedroom housing units, several economic development opportunities, and a binding commitment that at least 25% of all new permanent jobs on Treasure Island will be reserved for homeless and low-income San Franciscans.
- TIHDI sought and obtained a significant level of support from politicians, including important assistance from their member of Congress, Representative Nancy Pelosi.

Through persistent, tenacious advocacy, your Base Property Coalition's NOI can be incorporated into the LRA's ultimate redevelopment plan that is submitted to the U.S. Department of Housing and Urban Development (HUD) for its approval. The following chapter outlines HUD's process.

[21] For more information about TIHDI, visit www.tihdi.org.

Chapter 7
On to HUD:
The Department of Housing and Urban Development's Review

Once the LRA has considered and selected Notices of Interest, finalized Legally Binding Agreements, and completed the overall redevelopment plan for military property, it must draft a Redevelopment Plan and Homeless Assistance Submission. This is essentially the LRA's application for the military property. The LRA must submit the application for review and approval to both the U.S. Department of Housing and Urban Development (HUD) and the U.S. Department of Defense (DoD). LRAs are also permitted to consult with HUD throughout their process of developing the application.[22] Such consultation with HUD can help ensure that the LRA application is complete and ultimately receives HUD's approval.

In its review, HUD must verify two main points: first, that the application contains all the required information; and second, that the LRA fulfilled its obligations toward homeless service providers. Further, federal regulations require HUD to ensure that the LRA application adequately addresses five distinct issues: need, economic impact, legally binding agreements, balance, and outreach.[23]

1. Need

Does the LRA's application take into consideration the size and nature of the homeless population in the community of the base property, the availability of existing services to meet the needs of homeless persons in the community, and the suitability of the base property for needed homeless services?

2. Economic Impact

Does the LRA's application take into consideration any economic impact the proposed homeless assistance would have on the community? This inquiry must consider:

a. whether the application is feasible given available social services, police and fire protection, and infrastructure in the community; and
b. whether the selected Notices of Interest are consistent with the Consolidated Plan or any other existing housing, social service, community, economic, or other development plans.

3. Legally Binding Agreements (LBAs)

Does the LRA's application specify the manner in which the buildings, property, funding, and/or services on or off the installation will be made available for homeless assistance purposes? This inquiry must verify that the LBAs:

a. include all documents legally required to complete all the transactions necessary to implement the proposed homeless services;

[22] 24 C.F.R. §586.25.
[23] 24 C.F.R. §586.35(b).

b. include all appropriate terms and conditions (but the regulations do not define "appropriate");
c. address possible contingencies, such as environmental contamination of the property or failure of the provider to provide homeless services;
d. stipulate that the buildings, property, funding, and/or services will be made available to the homeless service providers in a timely fashion; and
e. are accompanied by a letter from the LRA's attorney opining that the LBAs are legal, valid, binding, and enforceable.

4. Balance

Does the LRA's application appropriately balance the community's need for economic redevelopment and other development with the needs of homeless persons in the community?

5. Outreach

Was the LRA's application developed in consultation with representatives of homeless persons and community homeless assistance planning boards? At a minimum, HUD will check that the LRA published the time period for receiving NOIs and made outreach efforts to homeless service providers, including conducting at least one workshop and tour for them and consulting them in preparing the application.

> Hot Tip!
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> HUD has developed a simple checklist for reviewing LRA applications, which provides an excellent overview of the requirements. This checklist is available on page 28 of HUD's helpful "Military Base Reuse and Homeless Assistance Guidebook," available on-line at: www.hud.gov/offices/cpd/homeless/programs/brac/guide/guide.pdf.

Within 60 days of receiving the LRA's application, HUD must send written notice to both DoD and the LRA of its preliminary determination as to whether the application adequately addresses these five issues.[24] If HUD finds the application lacking, HUD will send the LRA an explanation of its determination, including a summary of the deficiencies and a statement of how the LRA must address them.[25]

Upon receiving notice that its application is deficient, the LRA has 90 days to revise and resubmit the application to HUD and DoD.[26] HUD will review the new application and within

[24] 24 C.F.R §586.35(a). Note that the Department of Defense can extend this deadline upon request by HUD.
[25] 24 C.F.R. §586.35(c).
[26] 24 C.F.R. §586.35(d)(1)

30 days issue a final determination as to whether it meets the requirements.[27]

If the LRA does not resubmit the application within 90 days, or if the resubmission still fails to meet HUD's requirements, HUD essentially steps into the LRA's shoes for the purposes of offering the property to homeless service providers. First, HUD must consult with local homeless service providers to see if they are interested in using the base property.[28] HUD may also consult directly with the military to determine if the buildings or property is suitable for homeless services and continue communicating with service providers to facilitate their acquisition of the property.[29] On its own initiative, HUD can request NOIs from service providers. HUD will then notify DoD and the LRA of the buildings and property at the base that HUD determines are suitable for homeless services.[30]

After HUD's approval, all that remains is for the Department of Defense to "dispose" of the property. This long and complex process is the subject of the next chapter.

[27] 24 C.F.R. §586.35(d)(2)

[28] 24 C.F.R. §586.40(a)(1). These requirements also apply if the LRA fails to submit an initial application. See also Defense Base Closure and Realignment Act of 1990, as amended, §2905(b)(7)(L) (cited in 10 U.S.C. §2687 Note).

[29] 24 C.F.R. §586.40(a)(2)-(3)

[30] 24 C.F.R. §586.40(b). HUD must issue this notification within 90 days of receiving an inadequate resubmission. If the LRA does not resubmit its application, HUD must issue this notification within 190 days of the date HUD notified the LRA that its original application was inadequate, or within 390 days of the date the military made the initial public announcement that the property was available. 24 C.F.R. §586.40(b)(2).

Chapter 8
The Final Step: DoD "Disposes" of the Property

Once the Department of Defense (DoD) receives the Department of Housing and Urban Development's (HUD) approval of the LRA's Redevelopment Plan and Homeless Assistance Submission, DoD must complete the final transfer of the property. This process is called "disposal." In discussing disposal, the statute once again clarifies that disposal of base property "to assist the homeless shall be without consideration;" in other words, homeless services providers do not have to pay DoD for the buildings or property they receive.[31]

Unfortunately, the disposal process often takes several years. The most important issues for your Base Property Coalition during this process are:

(1) Who will investigate and remediate environmental hazards and contamination?
(2) Who will maintain the property during the process?

> Hot Tip!
>
> Throughout the disposal process, your Base Property Coalition's interests will be linked with those of the LRA. Therefore, it is critical that your Coalition work closely with the LRA, to help ensure that your interests are protected in the face of possible conflict with the military.

Who Will Investigate and Remediate Environmental Hazards and Contamination?

As mentioned earlier, military property often contains significant environmental hazards and contamination. Asbestos, lead, hazardous chemicals, and other contaminants may be present in many locations on the base. Therefore, it is critical that your Base Property Coalition, in collaboration with the LRA, have complete and accurate information about the environmental condition of the buildings and property you seek to use.

The military is required by law to conduct an environmental survey of base closure property and prepare an environmental impact statement regarding redevelopment options.[32] This legal duty is described in more detail below. However, in practice, the military's environmental survey is often incomplete and inaccurate. For example, military surveys have grossly underestimated the cost and time necessary for environmental remediation. They have also incorrectly indicated the location of hazards. The military's survey may indicate an underground chemical storage tank under an area to be used as a warehouse, but further investigation may reveal that the tank is actually located under a planned daycare center. Such inaccuracies can lead to significant,

[31] Defense Base Closure and Realignment Act of 1990, as amended, §2905(b)(7)(K)(iv) (cited in 10 U.S.C. §2687 Note).
[32] National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. §4332(2)(C).

unexpected costs for your Base Property Coalition.

To remediate all environmental hazards so that your Base Property Coalition can occupy the base property often requires a significantly more detailed environmental assessment than what the military provides. Such assessments require time, money and careful planning. However, they are well worth the investment. Not only can they help you avoid costly cleanup activities, they can also support claims you may have against the military in the future. As explained below, the military's environmental responsibilities only pertain to hazards and contaminants on the property **before** the base closure. Therefore, your Coalition needs a complete, detailed environmental report as soon as possible, so you can establish a baseline for the military's responsibility.

> Hot Tip!
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> In coordination with the LRA, your Base Property Coalition should seek pro bono help from environmental experts to help determine exactly what contaminants are located on the base property, and where. If pro bono help is not available, you should seek funding to pay for an environmental assessment. A complete, accurate environmental assessment of the base property will be critical throughout the transfer process!

In addition to the Defense Base Closure and Realignment Act of 1990 and its regulations, three separate environmental laws determine DoD's responsibilities to clean up environmental hazards on base closure property: the National Environmental Policy Act of 1969 (NEPA); the Comprehensive Environmental Response Compensation and Liability Act (CERCLA); and Section 330 of the 1993 National Defense Authorization Act. The following pages will explain the DoD's responsibilities under each of these laws.

NEPA: The National Environmental Policy Act of 1969

In disposing of base property, DoD must comply with NEPA.[33] NEPA imposes two basic duties on DoD. First, DoD must consider "all reasonable disposal alternatives" for the base property.[34] Second, DoD must prepare a statement on the environmental impact of the proposed redevelopment.[35]

Considering Alternatives

NEPA requires DoD to consider alternatives to any proposed action on the property and to issue

[33] Defense Base Closure and Realignment Act of 1990, as amended, §§2905(b)(7)(K)(iii) and (c)(2)(a).
[34] NEPA, 42 U.S.C. §4332(2)(C)(iii); 24 C.F.R. §586.45(b).
[35] NEPA, 42 U.S.C. §4332(2)(C).

a statement about those alternatives. This statement is called a Record of Decision and indicates the preferred alternative for redevelopment. DoD must ultimately dispose of the property in accordance with the Record of Decision.[36]

In preparing the Record of Decision, DoD must give deference to the LRA's redevelopment plan, including the parts related to homeless services.[37] This deference does not require DoD to follow the LRA's plan or to select it as the preferred alternative in the Record of Decision. However, it does create a strong preference for the plan and require DoD to consider the environmental impact and needs of the plan.

> Hot Tip!
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> Together with the LRA, your Base Property Coalition should advocate strongly with the military to ensure that the LRA's redevelopment plan (which contains your Base Property Coalition's Legally Binding Agreement) is named as the DoD's preferred alternative in the Record of Decision. This will ensure that the DoD disposes of the property consistent with the LRA's redevelopment plan. Further, it will help ensure that DoD performs the environmental cleanup necessary to implement the LRA's redevelopment plan and, in turn, your homeless services and programs. As explained below, environmental laws require DoD to render base property environmentally safe for the use contained in the Record of Decision. Therefore, if the Record of Decision endorses the LRA's redevelopment plan, you are on your way to ensuring that DoD will perform the environmental cleanup you need.

Environmental Impact Statement

NEPA also requires that DoD prepare a statement on the environmental impact of the proposed redevelopment.[38] As in its analysis of alternatives, in preparing the environmental impact statement, DoD must give deference to the LRA's redevelopment plan.[39] Again, this deference does not require DoD to follow the LRA's plan, but it does require DoD to analyze the environmental impact and needs of the plan.

Obviously, DoD must have the LRA's redevelopment plan prior to conducting its environmental impact analysis, in order to analyze the impact and needs of the plan. Unfortunately, this does not always happen in practice; DoD may prepare its environmental impact statement before it receives the LRA's redevelopment plan, which makes it impossible for that analysis to consider the LRA's proposed uses. Your Base Property Coalition should work with the LRA to coordinate the timing of DoD's environmental impact analysis and the LRA's submission of its redevelopment plan.

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[36] 24 C.F.R. §586.45(c).
[37] Defense Base Closure and Realignment Act of 1990, as amended, §2905(b)(7)(L)(iv)(III).
[38] NEPA, 42 U.S.C. §4332(2)(C).
[39] Defense Base Closure and Realignment Act of 1990, as amended, §2905(b)(7)(L)(iv)(III).

DoD's environmental impact statement provides an environmental baseline survey. It is important for your Base Property Coalition for two basic reasons: first, because it informs you of the historical environmental activities and releases of hazardous substances at the facility; and second, because it is evidence you can use as a basis for requiring DoD to remediate environmental hazards on the property.

However, as explained above, DoD's environmental impact statement may be incomplete or inaccurate. DoD is required to "consult with the LRA throughout the environmental impact analysis process to ensure… that the LRA is provided the most current environmental information available concerning the installation…."[40] While this information-sharing requirement is helpful, in practice, this communication often either does not take place or does not include accurate or complete information. Further, if the LRA has not submitted its redevelopment plan prior to the environmental analysis, the analysis will not consider the plan or outline the specific hazards on the property that would affect the plan.

With strong advocacy, DoD's environmental impact statement can be a powerful tool to ensure that DoD performs complete environmental cleanup on the base, so that your Base Property Coalition's programs can be implemented quickly and safely. However, the limits of the DoD's analysis mean it remains critical that your Base Property Coalition work with the LRA to seek pro bono help from environmental experts to conduct an independent, comprehensive environmental evaluation.

Hot Tip!

If you think DoD has not fulfilled its obligations under NEPA, you can file a lawsuit. But you must do it quickly. The BRAC statute specifies that civil actions challenging the DoD's compliance with NEPA must be brought within 60 days of the alleged noncompliance. Defense Base Closure and Realignment Act of 1990, as amended, §2905(e)(c)(3).

CERCLA: The Comprehensive Environmental Response Compensation and Liability Act

CERCLA protects LRAs and your Base Property Coalition in two ways. First, it requires DoD to provide notice of the type and quantity of any hazardous substance that was stored for one year or more, released (to the extent this is known), or disposed of on the property. The notice must also specify when the storage, release, or disposal took place.[41] This requirement will help your Base Property Coalition know about environmental hazards on the property. However, the notice is only required if the information is available in agency files. Since agency files often do not contain complete information on hazardous substances, DoD's notice may be incomplete.

[40] 24 C.F.R. §586.45(b).
[41] CERCLA, 42 U.S.C. §§9620(h)(1) and (h)(3)(A)(i).

Therefore, once again your Base Property Coalition should work with the LRA to conduct a thorough, independent environmental survey.

Second, CERCLA requires DoD to take all remedial action necessary to protect human health and the environment with respect to any hazardous substances remaining on the property.[42] This duty applies both before and after the property is transferred to the LRA.[43] Even if DoD identifies the base property as uncontaminated, the DoD still has the responsibility to conduct any environmental remediation that is determined to be necessary after the transfer.[44] Obviously, these requirements are pivotal for your Base Property Coalition, as they establish DoD's responsibility for environmental cleanup.

However, this responsibility has its limits. First, CERCLA's cleanup provisions specifically say that DoD's remediation responsibility must be contained in a covenant (a legally binding promise) in the deed that transfers the property. The deed must also identify a remediation schedule and specify that all necessary remediation will be taken.[45] If the deed does not contain these provisions, DoD will not have to clean up the property. Therefore, it is important that the LRA and your Base Property Coalition exercise care in drafting deeds, to ensure that environmental remediation is addressed clearly and adequately.

In addition, CERCLA's cleanup provisions do not apply if the property is leased as opposed to transferred by a deed. This is true regardless of the length of the lease and even if the lessee has agreed to purchase the property.[46] For leased base property, the lessee (either the LRA or your Base Property Coalition) must determine before leasing the property that the property is suitable for lease, that the uses contemplated in the lease are consistent with protection of human health and the environment, and that there are adequate assurances in the lease that DoD will take all necessary remedial action that has not been taken on the date of the lease.[47]

Hot Tip!

Be careful when leasing base property! Seek pro bono legal assistance in drafting the lease, to ensure it contains binding assurances that DoD will perform all needed environmental cleanup. Collaborate with the LRA and get support from environmental experts.

A third important limit to DoD's responsibility pertains to how the property is used. Under CERCLA, the deed to transfer base property must "provide for any necessary restrictions on the

[42] CERCLA, 42 U.S.C. §9620(h)(3)(A)(ii)(I).
[43] CERCLA, 42 U.S.C. §9620(h)(3)(A)(ii)(II).
[44] CERCLA, 42 U.S.C. §9620(h)(4)(D).
[45] CERCLA, 42 U.S.C. §9620(h)(3)(C)(ii)(III).
[46] CERCLA, 42 U.S.C. §9620(h)(3)(B).
[47] CERCLA, 42 U.S.C. §9620(h)(3)(B).

use of the property to ensure the protection of human health and the environment" if there is the possibility of additional releases of hazardous substances.[48] If you violate the use restrictions in the deed, DoD no longer has to fulfill its environmental remediation responsibilities. In practice, this means that the deed for the base property could restrict how your Base Property Coalition can use the property. For example, if your project requires demolishing part of a building, but that demolition would result in the release of asbestos or another hazardous substance, the deed with DoD may prohibit the demolition. This could potentially derail your program.

This is yet another reason why the LRA and your Base Property Coalition must carefully draft and review deeds, to ensure that use restrictions will not pose a barrier to implementing your programs. The deed should also specify how environmental remediation will take place and on what time schedule, so that use restrictions can be removed once there is no longer a threat to human health or the environment. In other words, use restrictions should not replace cleanup.

Section 330 of the National Defense Authorization Act

Section 330 of the National Defense Authorization Act requires DoD to indemnify, defend and hold harmless recipients of base closure property for liability arising from the release or threatened release of hazardous substances that resulted from DoD activities at the base.[49] Essentially, it protects you from lawsuits for personal injury or property damage based on environmental hazards. The provision protects LRAs and Base Property Coalitions that receive the property through a deed, lease, or other means.

However, Section 330 only applies to environmental hazards that resulted from DoD's use of the property. Therefore, your environmental assessment must be clear that contaminants and other environmental problems were on the property before the DoD transferred it. Section 330 also will not protect you if you contributed to any release or threatened release of a hazardous substance. Therefore, you must be careful that your activities on the base property do not create an environmental hazard.

[48] CERCLA, 42 U.S.C. §9620(h)(3)(C)(ii)(I).
[49] "Indemnification of Transferees of Closing Defense Property," Section 330 of the National Defense Authorization Act for Fiscal Year 1993, P.L. 102-484 (cited in 10 U.S.C. §2687 Note).

Hot Tip!

Both CERCLA's and Section 330's protections only apply to environmental hazards that existed prior to the transfer of the property. It will be your burden to prove that any necessary environmental cleanup or resulting lawsuits are based on pre-existing contamination. For that reason, it is critical to have a complete and accurate baseline environmental survey of the property **before** you acquire it!

Also, since neither CERCLA nor Section 330 protect you from cleanup or claims if you contributed to the contamination or violated use restrictions in the deed, make sure you understand what's on the property and what you can and cannot do there!

Who Will Maintain the Property?

As discussed throughout this Toolkit, the base closure and transfer process can take years. Base property and buildings must be maintained during this time, to avoid costly deterioration. Without consistent and adequate maintenance, your Base Property Coalition may receive dilapidated, useless buildings instead of the move-in condition buildings you need to deliver your services. You may incur significant, unexpected construction and rehabilitation costs, which could devastate your ability to use the property and develop your programs.

Consider the example of Fort Ord in California, which was closed in 1994. When Fort Ord was vacated, the Army decided to seal over 2,000 housing units until the completion of the entire closure and transfer process. The process took nine years. When the Army finally "disposed" of the land and transferred it to the LRA, the housing units were so deteriorated and infested with mold that repairing them so they could be reoccupied would cost between $67,000 and $70,000 per unit. That cost was higher than the cost of new construction for similar housing units, rendering the housing essentially useless.

The moral of this story for your Base Property Coalition is to work closely with the military and the LRA from the beginning, to ensure that consistent maintenance activities are in place from the time the base is vacated until it is reoccupied. The Defense Base Closure and Realignment Act of 1990 specifies that DoD may enter into contracts, cooperative agreements, or other arrangements for reimbursement with local governments to provide police, security, fire safety, or other community services.[50] Your Base Coalition should encourage and support your LRA in efforts to put such services in place, at DoD expense. These services can and should include basic maintenance and cleaning services.

The question of maintenance is closely related to our final issue: How long will it all take? The following chapter offers some suggestions for expediting the transfer process to avoid leaving the base property and buildings empty for long periods of time.

[50] Defense Base Closure and Realignment Act of 1990, as amended, §2905(b)(8)(A) (cited in 10 U.S.C. §2687 Note).

Chapter 9
Keep Your Eyes on the Prize

The preceding eight chapters have described the base closure process and offered your Base Property Coalition strategies to navigate that process and ultimately obtain base property. The process is long, and the membership, goals, and even commitment of your Coalition may evolve over time.

In nearly every base closure or realignment since 1988, the process has taken considerably longer than initially projected. Although there is no clear answer regarding how long the base disposal process will take, there are some steps you may be able to take to help expedite it. In coordination with the LRA, your Base Property Coalition may consider the following:

__ Immediately start working with the military to expedite the process and ensure they fulfill their responsibilities. Key military personnel to contact include the Base Commander and the DoD Base Transition Coordinator.

__ Work with the Department of Defense's Office of Economic Adjustment (OEA). In many cases OEA has been a very successful bridge between DoD and local communities. OEA can help you understand environmental remediation, the disposal process, and DoD's priorities and procedures. Additionally, OEA has provided financial and technical assistance to communities affected by base closure. Through its Defense Economic Adjustment Program, OEA can provide financial assistance for planning and coordination. For more information, visit www.oea.gov.

__ To the extent possible, seek an interim lease so you can occupy and use the property during environmental cleanup and deed negotiations. The sooner you move in, the sooner you can begin serving your clients on the property. Your occupancy will also help minimize deterioration from the property sitting vacant. Get pro bono legal assistance in drafting the lease, to ensure you are not accidentally relinquishing any rights or assuming any responsibilities.

__ DoD is generally slow to initiate and complete environmental remediation. Some LRAs have taken the task on themselves to avoid delays of several years. Although this can be a significant expense, the time it saves may be worth it. The LRA should take steps to secure DoD reimbursement for all cleanup activities that are DoD's responsibility.

Weathering the process of base closure can be a significant challenge for your Base Property Coalition. The challenge will be made more manageable by strong alliances among Coalition members and with the local community, state and local government, and members of Congress.

Over the long course of the base closure process, there are ample opportunities for both cooperation and confrontation with the LRA. Remember to seek pro bono legal assistance to support your Base Property Coalition in the event of confrontations or disputes with the LRA, whether they occur in the context of NIMBY issues, selection of NOIs, negotiation of LBAs, public comments, or the LRA's ultimate redevelopment plan submitted to HUD. For assistance in locating pro bono legal help, contact NLCHP at 202-638-2535 or nlchp@nlchp.org.

Ultimately, the key is to remain focused on the extensive housing and services the base property can offer to homeless people in your area. In the words of the famous civil rights anthem: "Keep your eyes on the prize."

For additional technical assistance or general information, contact the National Law Center on Homelessness & Poverty at info@nlchp.org or (202) 638-2535.

or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process, with respect to the specific activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (a)(2) of this section;

(vi) Whether undue hardship will result either to the applicant, recipient, or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

(b) [Reserved]

§ 585.504 Use of debarred, suspended, or ineligible contractors.

The provisions of 24 CFR part 24 apply to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status.

PART 586—REVITALIZING BASE CLOSURE COMMUNITIES AND COMMUNITY ASSISTANCE—COMMUNITY REDEVELOPMENT AND HOMELESS ASSISTANCE

Sec.

AUTHORITY: 10 U.S.C. 2687 *note;* 42 U.S.C. 3535(d).

SOURCE: 62 FR 37479, July 11, 1997, unless otherwise noted.

§ 586.1 Purpose.

This part implements the Base Closure Community Redevelopment and Homeless Assistance Act, as amended (10 U.S.C. 2687 *note*), which instituted a new community-based process for addressing the needs of the homeless at base closure and realignment sites. In this process, Local Redevelopment Authorities (LRAs) identify interest from homeless providers in installation property and develop a redevelopment plan for the installation that balances the economic redevelopment and other development needs of the communities in the vicinity of the installation with the needs of the homeless in those communities. The Department of Housing and Urban Development (HUD) reviews the LRA's plan to see that an appropriate balance is achieved. This part also implements the process for identifying interest from State and local entities for property under a public benefit transfer. The LRA is responsible for concurrently identifying interest from homeless providers and State and local entities interested in property under a public benefit transfer.

§ 586.5 Definitions.

As used in this part:

CERCLA. Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 *et seq.*).

Communities in the vicinity of the installation. The communities that constitute the political jurisdictions (other than the State in which the installation is located) that comprise the LRA for the installation. If no LRA is formed at the local level, and the State is serving in that capacity, the communities in the vicinity of the installation are deemed to be those political jurisdiction(s) (other than the State) in which the installation is located.

Consolidated Plan. The plan prepared in accordance with the requirements of 24 CFR part 91.

Continuum of care system.

(1) A comprehensive homeless assistance system that includes:

(i) A system of outreach and assessment for determining the needs and condition of an individual or family who is homeless, or whether assistance is necessary to prevent an individual or family from becoming homeless;

(ii) Emergency shelters with appropriate supportive services to help ensure that homeless individuals and families receive adequate emergency shelter and referral to necessary service providers or housing finders;

(iii) Transitional housing with appropriate supportive services to help those homeless individuals and families who are not prepared to make the transition to independent living;

(iv) Housing with or without supportive services that has no established limitation on the amount of time of residence to help meet long-term needs of homeless individuals and families; and

(v) Any other activity that clearly meets an identified need of the homeless and fills a gap in the continuum of care.

(2) Supportive services are services that enable homeless persons and families to move through the continuum of care toward independent living. These services include, but are not limited to, case management, housing counseling, job training and placement, primary health care, mental health services, substance abuse treatment, child care, transportation, emergency food and clothing, family violence services, education services, moving services, assistance in obtaining entitlements, and referral to veterans services and legal services.

Day. One calendar day including weekends and holidays.

DoD. Department of Defense.

HHS. Department of Health and Human Services.

Homeless person. (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence; and

(2) An individual or family who has a primary nighttime residence that is:

(i) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters and transitional housing for the mentally ill);

(ii) An institution that provides a temporary residence for individuals intended to be institutionalized; or

(iii) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

(3) This term does not include any individual imprisoned or otherwise detained under an Act of the Congress or a State law.

HUD. Department of Housing and Urban Development.

Installation. A base, camp, post, station, yard, center, homeport facility for any ship or other activity under the jurisdiction of DoD, including any leased facility, that is approved for closure or realignment under the Base Closure and Realignment Act of 1988 (Pub. L. 100–526), as amended, or the Defense Base Closure and Realignment Act of 1990 (Pub. L. 101–510), as amended (both at 10 U.S.C. 2687, *note*).

Local redevelopment authority (LRA). Any authority or instrumentality established by State or local government and recognized by the Secretary of Defense, through the Office of Economic Adjustment, as the entity responsible for developing the redevelopment plan with respect to the installation or for directing implementation of the plan.

NEPA. National Environmental Policy Act of 1969 (42 U.S.C. 4320).

OEA. Office of Economic Adjustment, Department of Defense.

Private nonprofit organization. An organization, no part of the net earnings of which inures to the benefit of any member, founder, contributor, or individual; that has a voluntary board; that has an accounting system or has designated an entity that will maintain a functioning accounting system for the organization in accordance with generally accepted accounting procedures; and that practices nondiscrimination in the provision of assistance.

Public benefit transfer. The transfer of surplus military property for a specified public purpose at up to a 100 percent discount in accordance with 40 U.S.C. 471 *et seq.*, or 49 U.S.C. 47151–47153.

Redevelopment plan. A plan that is agreed to by the LRA with respect to the installation and provides for the reuse or redevelopment of the real property and personal property of the installation that is available for such reuse and redevelopment as a result of the closure of the installation.

Representative(s) of the homeless. A State or local government agency or private nonprofit organization, including a homeless assistance planning board, that provides or proposes to provide services to the homeless.

Substantially equivalent. Property that is functionally suitable to substitute for property referred to in an approved Title V application. For example, if the representative of the homeless had an approved Title V application for a building that would accommodate 100 homeless persons in an emergency shelter, the replacement facility would also have to accommodate 100 at a comparable cost for renovation.

Substantially equivalent funding. Sufficient funding to acquire a substantially equivalent facility.

Surplus property. Any excess property not required for the needs and the discharge of the responsibilities of all Federal Agencies. Authority to make this determination, after screening with all Federal Agencies, rests with the Military Departments.

Title V. Title V of the Stewart B. McKinney Homeless Assistance Act of 1987 (42 U.S.C 11411) as amended by the National Defense Authorization Act for Fiscal Year 1994 (Pub. L. 103–160).

Urban county. A county within a metropolitan area as defined at 24 CFR 570.3.

§ 586.10 Applicability.

(a) *General.* This part applies to all installations that are approved for closure/realignment by the President and Congress under Pub. L. 101–510 after October 25, 1994.

(b) *Request for inclusion under this process.* This part also applies to installations that were approved for closure/realignment under either Public Law 100–526 or Public Law 101–510 prior to October 25, 1994 and for which an LRA submitted a request for inclusion under this part to DoD by December 24, 1994. A list of such requests was published in the FEDERAL REGISTER on May 30, 1995 (60 FR 28089).

(1) For installations with Title V applications pending but not approved before October 25, 1994, the LRA shall consider and specifically address any application for use of buildings and property to assist the homeless that were received by HHS prior to October 25, 1994, and were pending with the Secretary of HHS on that date. These pending requests shall be addressed in the LRA's homeless assistance submission.

(2) For installations with Title V applications approved before October 25, 1994 where there is an approved Title V application, but property has not been assigned or otherwise disposed of by the Military Department, the LRA must ensure that its homeless assistance submission provides the Title V applicant with:

(i) The property requested;

(ii) Properties, on or off the installation, that are substantially equivalent to those requested;

(iii) Sufficient funding to acquire such substantially equivalent properties;

(iv) Services and activities that meet the needs identified in the application; or

(v) A combination of the properties, funding, and services and activities described in § 586.10(b)(2)(i) through (iv).

(c) *Revised Title V process.* All other installations approved for closure or realignment under either Public Law 100–526 or Public Law 101–510 prior to October 25, 1994, for which there was no request for consideration under this part, are covered by the process stipulated under Title V. Buildings or property that were transferred or leased for homeless use under Title V prior to October 25, 1994, may not be reconsidered under this part.

§ 586.15 Waivers and extensions of deadlines.

(a) After consultation with the LRA and HUD, and upon a finding that it is in the interest of the communities affected by the closure/realignment of the installation, DoD, through the Director of the Office of Economic Adjustment, may extend or postpone any deadline contained in this part.

(b) Upon completion of a determination and finding of good cause, and except for deadlines and actions required on the part of DoD, HUD may waive any provision of §§ 586.20 through 586.45 in any particular case, subject only to statutory limitations.

§ 586.20 Overview of the process.

(a) *Recognition of the LRA.* As soon as practicable after the list of installations recommended for closure or realignment is approved, DoD, through OEA, will recognize an LRA for the installation. Upon recognition, OEA shall publish the name, address, and point of contact for the LRA in the FEDERAL REGISTER and in a newspaper of general circulation in the communities in the vicinity of the installation.

(b) *Responsibilities of the Military Department.* The Military Department shall make installation properties available to other DoD components and Federal agencies in accordance with the procedures set out at 32 CFR part 175. The Military Department will keep the LRA informed of other Federal interest in the property during this process. Upon completion of this process the Military Department will notify HUD and either the LRA, or the Chief Executive Officer of the State, as appropriate, and publish a list of surplus property on the installation that will be available for reuse in the FEDERAL REGISTER and a newspaper of general circulation in the communities in the vicinity of the installation.

(c) *Responsibilities of the LRA.* The LRA should begin to conduct outreach efforts with respect to the installation as soon as is practicable after the date of approval of closure/realignment of the installation. The local reuse planning process must begin no later than the date of the Military Department's FEDERAL REGISTER publication of available property described at §586.20(b). For those installations that began the process described in this part prior to August 17, 1995, HUD will, on a case by case basis, determine whether the statutory requirements have been fulfilled and whether any additional requirements listed in this part should be required. Upon the FEDERAL REGISTER publication described in §586.20(b), the LRA shall:

(1) Publish, within 30 days, in a newspaper of general circulation in the communities in the vicinity of the installation, the time period during which the LRA will receive notices of interest from State and local governments, representatives of the homeless, and other interested parties. This publication shall include the name, address, telephone number and the point of contact for the LRA who can provide information on the prescribed form and contents of the notices of interest. The LRA shall notify DoD of the deadline specified for receipt of notices of interest. LRAs are strongly encouraged to make this publication as soon as possible within the permissible 30 day period in order to expedite the closure process.

(i) In addition, the LRA has the option to conduct an informal solicitation of notices of interest from public and non-profit entities interested in obtaining property via a public benefit transfer other than a homeless assistance conveyance under either 40 U.S.C. 471 *et seq.*, or 49 U.S.C. 47151–47153. As part of such a solicitation, the LRA may wish to request that interested entities submit a description of the proposed use to the LRA and the sponsoring Federal agency.

(ii) For all installations selected for closure or realignment prior to 1995 that elected to proceed under Public Law 103–421, the LRA shall accept notices of interest for not less than 30 days.

(iii) For installations selected for closure or realignment in 1995 or thereafter, notices of interest shall be accepted for a minimum of 90 days and not more than 180 days after the LRA's publication under §586.20(c)(1).

(2) Prescribe the form and contents of notices of interest.

(i) The LRA may not release to the public any information regarding the capacity of the representative of the homeless to carry out its program, a description of the organization, or its financial plan for implementing the program, without the consent of the representative of the homeless concerned, unless such release is authorized under Federal law and under the law of the State and communities in which the installation concerned is located. The identity of the representative of the homeless may be disclosed.

(ii) The notices of interest from representatives of the homeless must include:

(A) A description of the homeless assistance program proposed, including the purposes to which the property or

facility will be put, which may include uses such as supportive services, job and skills training, employment programs, shelters, transitional housing or housing with no established limitation on the amount of time of residence, food and clothing banks, treatment facilities, or any other activity which clearly meets an identified need of the homeless and fills a gap in the continuum of care;

(B) A description of the need for the program;

(C) A description of the extent to which the program is or will be coordinated with other homeless assistance programs in the communities in the vicinity of the installation;

(D) Information about the physical requirements necessary to carry out the program including a description of the buildings and property at the installation that are necessary to carry out the program;

(E) A description of the financial plan, the organization, and the organizational capacity of the representative of the homeless to carry out the program; and

(F) An assessment of the time required to start carrying out the program.

(iii) The notices of interest from entities other than representatives of the homeless should specify the name of the entity and specific interest in property or facilities along with a description of the planned use.

(3) In addition to the notice required under §586.20(c)(1), undertake outreach efforts to representatives of the homeless by contacting local government officials and other persons or entities that may be interested in assisting the homeless within the vicinity of the installation.

(i) The LRA may invite persons and organizations identified on the HUD list of representatives of the homeless and any other representatives of the homeless with which the LRA is familiar, operating in the vicinity of the installation, to the workshop described in §586.20(c)(3)(ii).

(ii) The LRA, in coordination with the Military Department and HUD, shall conduct at least one workshop where representatives of the homeless have an opportunity to:

(A) Learn about the closure/realignment and disposal process;

(B) Tour the buildings and properties available either on or off the installation;

(C) Learn about the LRA's process and schedule for receiving notices of interest as guided by §586.20(c)(2); and

(D) Learn about any known land use constraints affecting the available property and buildings.

(iii) The LRA should meet with representatives of the homeless that express interest in discussing possible uses for these properties to alleviate gaps in the continuum of care.

(4) Consider various properties in response to the notices of interest. The LRA may consider property that is located off the installation.

(5) Develop an application, including the redevelopment plan and homeless assistance submission, explaining how the LRA proposes to address the needs of the homeless. This application shall consider the notices of interest received from State and local governments, representatives of the homeless, and other interested parties. This shall include, but not be limited to, entities eligible for public benefit transfers under either 40 U.S.C. 471 *et seq.*, or 49 U.S.C. 47151–47153; representatives of the homeless; commercial, industrial, and residential development interests; and other interests. From the deadline date for receipt of notices of interest described at §586.20(c)(1), the LRA shall have 270 days to complete and submit the LRA application to the appropriate Military Department and HUD. The application requirements are described at §586.30.

(6) Make the draft application available to the public for review and comment periodically during the process of developing the application. The LRA must conduct at least one public hearing on the application prior to its submission to HUD and the appropriate Military Department. A summary of the public comments received during the process of developing the application shall be included in the application when it is submitted.

(d) *Public benefit transfer screening.* The LRA should, while conducting its outreach efforts, work with the Federal agencies that sponsor public benefit

transfers under either 40 U.S.C. 471 *et seq.* or 49 U.S.C. 47151–47153. Those agencies can provide a list of parties in the vicinity of the installation that might be interested in and eligible for public benefit transfers. The LRA should make a reasonable effort to inform such parties of the availability of the property and incorporate their interests within the planning process. Actual recipients of property are to be determined by the sponsoring Federal agency. The Military Departments shall notify sponsoring Federal agencies about property that is available based on the community redevelopment plan and keep the LRA apprised of any expressions of interest. Such expressions of interest are not required to be incorporated into the redevelopment plan, but must be considered.

§ 586.25 HUD's negotiations and consultations with the LRA.

HUD may negotiate and consult with the LRA before and during the course of preparation of the LRA's application and during HUD's review thereof with a view toward avoiding any preliminary determination that the application does not meet any requirement of this part. LRAs are encouraged to contact HUD for a list of persons and organizations that are representatives of the homeless operating in the vicinity of the installation.

§ 586.30 LRA application.

(a) *Redevelopment plan.* A copy of the redevelopment plan shall be part of the application.

(b) *Homeless assistance submission.* This component of the application shall include the following:

(1) Information about homelessness in the communities in the vicinity of the installation.

(i) A list of all the political jurisdictions which comprise the LRA.

(ii) A description of the unmet need in the continuum of care system within each political jurisdiction, which should include information about any gaps that exist in the continuum of care for particular homeless subpopulations. The source for this information shall depend upon the size and nature of the political jurisdictions(s) that comprise the LRA. LRAs representing:

(A) Political jurisdictions that are required to submit a Consolidated Plan shall include a copy of their Homeless and Special Needs Population Table (table 1), Priority Homeless Needs Assessment Table (table 2), and narrative description thereof from that Consolidated Plan, including the inventory of facilities and services that assist the homeless in the jurisdiction.

(B) Political jurisdictions that are part of an urban county that is required to submit a Consolidated Plan shall include a copy of their Homeless and Special Needs Population Table (table 1), Priority Homeless Needs Assessment Table (table 2), and narrative description thereof from that Consolidated Plan, including the inventory of facilities and services that assist the homeless in the jurisdiction. In addition, the LRA shall explain what portion of the homeless population and subpopulations described in the Consolidated Plan are attributable to the political jurisdiction it represents.

(C) A political jurisdiction not described by § 586.30(b)(1)(ii)(A) or § 586.30(b)(1)(ii)(B) shall submit a narrative description of what it perceives to be the homeless population within the jurisdiction and a brief inventory of the facilities and services that assist homeless persons and families within the jurisdiction. LRAs that represent these jurisdictions are not required to conduct surveys of the homeless population.

(2) Notices of interest proposing assistance to homeless persons and/or families.

(i) A description of the proposed activities to be carried out on or off the installation and a discussion of how these activities meet a portion or all of the needs of the homeless by addressing the gaps in the continuum of care. The activities need not be limited to expressions of interest in property, but may also include discussions of how economic redevelopment may benefit the homeless;

(ii) A copy of each notice of interest from representatives of the homeless for use of buildings and property and a description of the manner in which the LRA's application addresses the need expressed in each notice of interest. If the LRA determines that a particular

notice of interest should not be awarded property, an explanation of why the LRA determined not to support that notice of interest, the reasons for which may include the impact of the program contained in the notice of interest on the community as described in § 586.30(b)(2)(iii); and

(iii) A description of the impact that the implemented redevelopment plan will have on the community. This shall include information on how the LRA's redevelopment plan might impact the character of existing neighborhoods adjacent to the properties proposed to be used to assist the homeless and should discuss alternative plans. Impact on schools, social services, transportation, infrastructure, and concentration of minorities and/or low income persons shall also be discussed.

(3) Legally binding agreements for buildings, property, funding, and/or services.

(i) A copy of the legally binding agreements that the LRA proposes to enter into with the representative(s) of the homeless selected by the LRA to implement homeless programs that fill gaps in the existing continuum of care. The legally binding agreements shall provide for a process for negotiating alternative arrangements in the event that an environmental analysis conducted under § 586.45(b) indicates that any property identified for transfer in the agreement is not suitable for the intended purpose. Where the balance determined in accordance with § 586.30(b)(4) provides for the use of installation property as a homeless assistance facility, legally binding agreements must provide for the reversion or transfer, either to the LRA or to another entity or entities, of the buildings and property in the event they cease to be used for the homeless. In cases where the balance proposed by the LRA does not include the use of buildings or property on the installation, the legally binding agreements need not be tied to the use of specific real property and need not include a reverter clause. Legally binding agreements shall be accompanied by a legal opinion of the chief legal advisor of the LRA or political jurisdiction or jurisdictions which will be executing the legally binding agreements that the legally binding agreements, when executed, will constitute legal, valid, binding, and enforceable obligations on the parties thereto;

(ii) A description of how buildings, property, funding, and/or services either on or off the installation will be used to fill some of the gaps in the current continuum of care system and an explanation of the suitability of the buildings and property for that use; and

(iii) Information on the availability of general services such as transportation, police, and fire protection, and a discussion of infrastructure such as water, sewer, and electricity in the vicinity of the proposed homeless activity at the installation.

(4) An assessment of the balance with economic and other development needs.

(i) An assessment of the manner in which the application balances the expressed needs of the homeless and the needs of the communities comprising the LRA for economic redevelopment and other development; and

(ii) An explanation of how the LRA's application is consistent with the appropriate Consolidated Plan(s) or any other existing housing, social service, community, economic, or other development plans adopted by the jurisdictions in the vicinity of the installation.

(5) A description of the outreach undertaken by the LRA. The LRA shall explain how the outreach requirements described at § 586.20(c)(1) and § 586.20(c)(3) have been fulfilled. This explanation shall include a list of the representatives of the homeless the LRA contacted during the outreach process.

(c) *Public comments.* The LRA application shall include the materials described at § 586.20(c)(6). These materials shall be prefaced with an overview of the citizen participation process observed in preparing the application.

§ 586.35 HUD's review of the application.

(a) *Timing.* HUD shall complete a review of each application no later than 60 days after its receipt of a completed application.

(b) *Standards of review.* The purpose of the review is to determine whether the

application is complete and, with respect to the expressed interest and requests of representatives of the homeless, whether the application:

(1) *Need.* Takes into consideration the size and nature of the homeless population in the communities in the vicinity of the installation, the availability of existing services in such communities to meet the needs of the homeless in such communities, and the suitability of the buildings and property covered by the application for use and needs of the homeless in such communities. HUD will take into consideration the size and nature of the installation in reviewing the needs of the homeless population in the communities in the vicinity of the installation.

(2) *Impact of notices of interest.* Takes into consideration any economic impact of the homeless assistance under the plan on the communities in the vicinity of the installation, including:

(i) Whether the plan is feasible in light of demands that would be placed on available social services, police and fire protection, and infrastructure in the community; and,

(ii) Whether the selected notices of interest are consistent with the Consolidated Plan(s) or any other existing housing, social service, community, economic, or other development plans adopted by the political jurisdictions in the vicinity of the installation.

(3) *Legally binding agreements.* Specifies the manner in which the buildings, property, funding, and/or services on or off the installation will be made available for homeless assistance purposes. HUD will review each legally binding agreement to verify that:

(i) They include all the documents legally required to complete the transactions necessary to realize the homeless use(s) described in the application;

(ii) They include all appropriate terms and conditions;

(iii) They address the full range of contingencies including those described at § 586.30(b)(3)(i);

(iv) They stipulate that the buildings, property, funding, and/or services will be made available to the representatives of the homeless in a timely fashion; and

(v) They are accompanied by a legal opinion of the chief legal advisor of the LRA or political jurisdiction or jurisdictions which will be executing the legally binding agreements that the legally binding agreements will, when executed, constitute legal, valid, binding, and enforceable obligations on the parties thereto.

(4) *Balance.* Balances in an appropriate manner a portion or all of the needs of the communities in the vicinity of the installation for economic redevelopment and other development with the needs of the homeless in such communities.

(5) *Outreach.* Was developed in consultation with representatives of the homeless and the homeless assistance planning boards, if any, in the communities in the vicinity of the installation and whether the outreach requirements described at § 586.20(c)(1) and § 586.20(c)(3) have been fulfilled by the LRA.

(c) *Notice of determination.* (1) HUD shall, no later than the 60th day after its receipt of the application, unless such deadline is extended pursuant to § 586.15(a), send written notification both to DoD and the LRA of its preliminary determination that the application meets or fails to meet the requirements of § 586.35(b). If the application fails to meet the requirements, HUD will send the LRA:

(i) A summary of the deficiencies in the application;

(ii) An explanation of the determination; and

(iii) A statement of how the LRA must address the determinations.

(2) In the event that no application is submitted and no extension is requested as of the deadline specified in § 586.20(c)(5), and the State does not accept within 30 days a DoD written request to become recognized as the LRA, the absence of such application will trigger an adverse determination by HUD effective on the date of the lapsed deadline. Under these conditions, HUD will follow the process described at § 586.40.

(d) *Opportunity to cure.* (1) The LRA shall have 90 days from its receipt of the notice of preliminary determination under § 586.35(c)(1) within which to

bmit to HUD and DoD a revised ap-
ication which addresses the deter-
inations listed in the notice. Failure
submit a revised application shall
sult in a final determination, effec-
ve 90 days from the LRA's receipt of
e preliminary determination, that
e redevelopment plan fails to meet
e requirements of §586.35(b).
(2) HUD shall, within 30 days of its
ceipt of the LRA's resubmission, send
:itten notification of its final deter-
ination of whether the application
eets the requirements of §586.35(b) to
)th DOD and the LRA.

586.40 Adverse determinations.

(a) *Review and consultation.* If the re-
bmission fails to meet the require-
ents of §586.35(b), or if no resubmis-
on is received, HUD will review the
iginal application, including the no-
ces of interest submitted by rep-
sentatives of the homeless. In addi-
on, in such instances or when no
iginal application has been sub-
itted, HUD:
(1) Shall consult with the representa-
ves of the homeless, if any, for pur-
)ses of evaluating the continuing in-
:rest of such representatives in the
se of buildings or property at the in-
allation to assist the homeless;
(2) May consult with the applicable
ilitary Department regarding the
uitability of the buildings and prop-
:ty at the installation for use to as-
st the homeless; and
(3) May consult with representatives
f the homeless and other parties as
ecessary.
(b) *Notice of decision.* (1) Within 90
ays of receipt of an LRA's revised ap-
lication which HUD determines does
ot meet the requirements of
586.35(b), HUD shall, based upon its re-
iews and consultations under
586.40(a):
(i) Notify DoD and the LRA of the
uildings and property at the installa-
ion that HUD determines are suitable
)r use to assist the homeless; and
(ii) Notify DoD and the LRA of the
xtent to which the revised redevelop-
ient plan meets the criteria set forth
1 §586.35(b).
(2) In the event that an LRA does not
ubmit a revised redevelopment plan
nder §586.35(d), HUD shall, based upon its reviews and consultations under §586.40(a), notify DoD and the LRA of the buildings and property at the installation that HUD determines are suitable for use to assist the homeless, either
(i) Within 190 days after HUD sends its notice of preliminary adverse determination under §586.35(c)(1), if an LRA has not submitted a revised redevelopment plan; or
(ii) Within 390 days after the Military Department's FEDERAL REGISTER publication of available property under §586.20(b), if no redevelopment plan has been received and no extension has been approved.

§586.45 Disposal of buildings and property.

(a) *Public benefit transfer screening.* Not later than the LRA's submission of its redevelopment plan to DoD and HUD, the Military Department will conduct an official public benefit transfer screening in accordance with the Federal Property Management Regulations (41 CFR part 101–47.303–2) based upon the uses identified in the redevelopment plan. Federal sponsoring agencies shall notify eligible applicants that any request for property must be consistent with the uses identified in the redevelopment plan. At the request of the LRA, the Military Department may conduct the official State and local public benefit screening at any time after the publication of available property described at §586.20(b).
(b) *Environmental analysis.* Prior to disposal of any real property, the Military Department shall, consistent with NEPA and section 2905 of the Defense Base Closure and Realignment Act of 1990, as amended (10 U.S.C. 2687 *note*), complete an environmental impact analysis of all reasonable disposal alternatives. The Military Department shall consult with the LRA throughout the environmental impact analysis process to ensure both that the LRA is provided the most current environmental information available concerning the installation, and that the Military Department receives the most current information available concerning the LRA's redevelopment plans for the installation.

(c) *Disposal.* Upon receipt of a notice of approval of an application from HUD under §586.35(c)(1) or §586.35(d)(2), DoD shall dispose of buildings and property in accordance with the record of decision or other decision document prepared under §586.45(b). Disposal of buildings and property to be used as homeless assistance facilities shall be to either the LRA or directly to the representative(s) of the homeless and shall be without consideration. Upon receipt of a notice from HUD under §586.40(b), DoD will dispose of the buildings and property at the installation in consultation with HUD and the LRA.

(d) *LRA's responsibility.* The LRA shall be responsible for the implementation of and compliance with legally binding agreements under the application.

(e) *Reversions to the LRA.* If a building or property reverts to the LRA under a legally binding agreement under the application, the LRA shall take appropriate actions to secure, to the maximum extent practicable, the utilization of the building or property by other homeless representatives to assist the homeless. An LRA may not be required to utilize the building or property to assist the homeless.

PART 590—URBAN HOMESTEADING

Sec.
590.1 General.
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AUTHORITY: 12 U.S.C. 1706e; 42 U.S.C. 3535(d).

SOURCE: 54 FR 23937, June 2, 1989, unless otherwise noted.

§590.1 General.

This part applies to the completion of activities remaining under the Urban Homesteading Program authorized under section 810(b) of the Housing and Community Development Act of 1974 (12 U.S.C. 1706e). Authority to reimburse Federal agencies for transfer of additional properties to LUHAs under this part was repealed effective October 1, 1991.

[61 FR 7062, Feb. 23, 1996]

§590.3 [Reserved]

§590.5 Definitions.

Act means section 810 of the Housing and Community Development Act of 1974, as amended from time to time.

Applicant means any State or unit of general local government that applies for HUD approval of a local urban homesteading program under these regulations.

Homesteader means an individual or family that participates in a local urban homesteading program by agreeing to rehabilitate and occupy a property in accordance with §590.7(b)(5).

Local urban homesteading agency (LUHA) means a State, a unit of general local government, or a public agency or qualified community organization designated in accordance with §590.7(c) by a State or a unit of general local government.

Local urban homesteading program means the operating procedures and requirements developed by a LUHA and approved by HUD in accordance with this part for selecting and conveying federally-owned properties to qualified homesteaders.

Low-income families means those families and individuals whose adjusted incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary under section 3(b)(2) of the United States Housing Act of 1937. Under the provision of 24 CFR part 813, the Secretary's income limits for this purpose are updated annually and are are available from the Housing Management Division in HUD field offices.

Qualified community organization has the meaning specified in §590.7(c)(4).

Section 810 funds means funds available to reimburse HUD, FmHA, VA, or RTC (as applicable) for federally-owned property transferred to LUHAs in accordance with this part.

State means any State of the United States, any instrumentality of a State

approved by the Governor, and the Commonwealth of Puerto Rico.

Unit of general local government means any city, county, town, township, parish, village, or other general purpose political subdivision of a State, Guam, the Virgin Islands, or American Samoa, or any general purpose political subdivision thereof; the District of Columbia; the Trust Territory of the Pacific Islands; and Indian tribes, bands, groups, and nations of the United States, including Alaska Indians, Aleuts, and Eskimos.

Urban homesteading neighborhood means any geographic area approved by HUD for the conduct of a local urban homesteading program that meets the requirements of this part.

[54 FR 23937, June 2, 1989, as amended at 54 FR 39525, Sept. 27, 1989; 56 FR 6808, Feb. 20, 1991; 61 FR 5211, Feb. 9, 1996; 61 FR 7062, Feb. 23, 1996]

§ 590.7 Program requirements.

(a) [Reserved]

(b) *Development of local urban homesteading program.* The applicant shall develop, in compliance with this part, a local urban homesteading program containing the following major elements:

(1) *Selection and management of properties.* The program shall include procedures for selecting federally-owned properties suitable for homesteading and for managing the properties before conditional conveyance to homesteaders. The program shall also provide that, by accepting title to a property under this part, the LUHA assumes liability for injury or damage to persons or property by reason of a defect in the dwelling, its equipment or appurtenances, or for any other reason related to ownership of the property.

(2) *Homesteader selection.* The program shall include equitable procedures for homesteader selection which:

(i) Exclude prospective homesteaders who own other residential property;

(ii) Take into account a prospective homesteader's capacity to make or cause to be made the repairs and improvements required under the homesteader agreement, including the capacity to contribute a substantial amount of labor to the rehabilitation process, or to obtain assistance from private sources, community organizations, or other sources;

(iii) Provide that membership in, or other ties to, any private organization (including a qualified community organization) may not be made a factor affecting selection as a homesteader;

(iv) Include locally adopted criteria reasonably matching family size to the number of bedrooms in each property for which a homesteader is being selected, provided that a prospective homesteader who is a one person household shall not be permitted to receive a property having more than two bedrooms, unless there are no larger households on the waiting list, notwithstanding the relative standing of the respective households under the low-income priority (see § 590.7(b)(2)(v)).

(v) Provide that, before a property is offered to other prospective homesteaders who are eligible, the property will be offered to eligible low-income families, except that properties obtained under the RTC's Affordable Housing Disposition Program (12 CFR part 1609) must be transferred to low-income families; and

(vi) Include other reasonable selection criteria which are consistent with this § 590.7(b)(2) and which shall be specified in the applicant's application pursuant to § 590.11(a) and approved by HUD under § 590.13. Such selection criteria may include preferences for the selection of neighborhood residents or other local residents, but only to the extent that they are not inconsistent with this section and with affirmative marketing objectives under § 590.11(d)(5)(ii). Such preferences based on residential location may not be based upon the length of time the prospective homesteader has resided in the jurisdiction or the neighborhood. Also, persons who are employed, or who have been notified that they have been hired, in the jurisdiction shall be extended any preference available to current residents.

(3) *Conditional conveyance.* The program shall provide for the conditional conveyance of federally-owned properties to homesteaders without any substantial consideration within one year, or less, of title transfer to the

Appendix B

The following additional resources can assist you in developing your anti-NIMBY campaign.

American Bar Association, "NIMBY: A Primer for Lawyers and Advocates," (1999). Available for order at http://www.abanet.org/homeless/products_pubs.shtml

Building Better Communities Network, "How to Deal with Property Values Concerns." Available at http://www.bettercommunities.org/index.cfm?method=howtodeal

City of Fort Collins, Colorado, "2004 Affordable Housing Poster Campaign." Posters can be ordered at http://www.ci.fort-collins.co.us/affordablehousing/neighbor-posters.php

The Campaign for Affordable Housing, "A Media Training Guide for Affordable Housing Advocates." Available at http://www.cacities.org/resource_files/24396.Media_Training_Guide.pdf

Community Acceptance Strategies Consortium, "Siting of Homeless Housing and Services: Best Practices for Community Acceptance," (2000). Available at http://www.cacities.org/resource_files/24064.CASC2000report.pdf

The Housing Alliance of Pennsylvania, "Addressing Community Opposition to Affordable Housing Development: A Fair Housing Toolkit," (2004). Available at http://www.cacities.org/resource_files/24068.fairhousingtoolkit.pdf

National Association of Realtors National Center for Real Estate Research, "A Review of Existing Research on the Effects of Federally Assisted Housing Program on Neighboring Residential Property Values," (2002). Available at http://www.cacities.org/resource_files/24071.galsterreport2.pdf

National Law Center on Homelessness & Poverty, "Access Delayed, Access Denied: Local Opposition to Housing and Services for Homeless People Across the United States," (1997). Available at http://www.nlchp.org/content/pubs/Access%20Delayed%20Access%20Denied3.pdf

National Law Center on Homelessness & Poverty, "The NIMBY Report: Using Civil Rights Laws to Provide Supportive Housing and Prevent Homelessness," (2003). Available at *I COULD NO LONGER FIND THIS ON NLCHP'S WEBSITE*

National Law Center on Homelessness & Poverty, "No Room for the Inn: A Report on Local Opposition to Housing and Social Services Facilities for Homeless People in 36 United States Cities," (1995). Available at http://www.nlchp.org/content/pubs/No%20Room%20for%20the%20Inn1.pdf

National Low Income Housing Association, "Getting to YIMBY: Lessons in YES In My Back Yard," (2003). Available at http://www.nlihc.org/doc/2003-1.pdf

National Low Income Housing Association, "The NIMBY Report: Using Civil Rights Laws to Advance Affordable Housing," (2002). Available at http://www.nlihc.org/doc/fall2002.pdf

Non-Profit Housing Association of Northern California, "Dealing with Fearful Opponents of Housing and Service Developments." Available at http://www.cacities.org/resource_files/24069.fearfulopponents.pdf

Non-Profit Housing Association of Northern California, "Examples of Materials and Outreach Strategies used in Housing Education Campaigns." Available at http://www.cacities.org/resource_files/24067.educcampaignmaterials.pdf

Non-Profit Housing Association of Northern California, "Six Steps to Getting Local Government Approvals." Available at http://www.cacities.org/resource_files/24081.sixsteps.pdf

Sacramento Housing Alliance, Sample Affordable Housing Presentation. Available at http://www.cacities.org/resource_files/24065.samplepresentation.pdf