



**Planning Department**  
**168 North Edwards Street**  
**Post Office Drawer L**  
**Independence, California 93526**

**Phone: (760) 878-0263**  
**FAX: (760) 878-0382**  
**E-Mail: [inyoplanning@inyocounty.us](mailto:inyoplanning@inyocounty.us)**

---

**AGENDA ITEM NO.:** 8 (Action Item – Public Hearing)

**PLANNING COMMISSION MEETING DATE:** January 22, 2020

**SUBJECT:** Conditional Use Permit (CUP) 2019-18 / IMACA

### **EXECUTIVE SUMMARY**

The applicant, Inyo-Mono Advocates for Community Action (IMACA), has applied for a CUP to establish and operate a Safe Parking Project at the Church of the Nazarene. This project will permit qualifying people experiencing homelessness to park in up to 15 designated spaces along the west side of the Church property from 7:00 p.m. to 7:00 a.m. The vehicle occupants would have use of the restroom facilities on the east side of the administrative office building during that time only. Vehicle occupants would be provided assistance in the morning to vacate the property safely and they will be connected with any necessary supportive services. IMACA has grant funding to cover all costs associated with the project including site improvements and maintenance.

### **PROJECT INFORMATION.**

**Supervisory District:** 3

**Project Applicant:** IMACA

**Property Owner:** Bishop Church of the Nazarene

**Site Address:** 900 W. Line Street

**Community:** Bishop, CA

**A.P.N.:** 011-380-17

**General Plan:** Retail Commercial (RC)

**Zoning:** Highway Services and Tourist Commercial with a 10,000 square feet minimum (C2-10,000)

**Size of Parcel:** 2.02 acres

**Surrounding Land Use:**

<b>Location:</b>	<b>Use:</b>	<b>General Plan Designation</b>	<b>Zoning</b>
Site	Bishop Church of the Nazarene	Retail Commercial (RC)	Highway Service & Tourist Commercial – 10,000 square feet minimum (C2-10,000)
North	Northern Inyo Hospital	City of Bishop	City of Bishop
East	Vacant/Open Space. The Bishop FFA School Farm is about 100 yards to the SE	Retail Commercial (RC) and Agriculture (A)	Highway Service & Tourist Commercial – 10,000 square feet minimum (C2-10,000) and Open Space - 40 acre minimum (OS-40)
South	Vacant/Open Space	Agriculture (A)	Open Space - 40 acre minimum (OS-40)
West	Vacant/Open Space. The closest developed property is the Cavalry Baptist Church located about 320 yards away.	Agriculture (A)	Highway Service & Tourist Commercial – 10,000 square feet minimum (C2-10,000) and Open Space - 40 acre minimum (OS-40)

**Staff Recommended Action:**

**1.) Approve the Conditional Use Permit (CUP) 2019-18/IMACA with the Findings and Conditions as identified in the Staff Report, and find the project is exempt under CEQA.**

**Alternatives:**

- 1.) Deny the CUP.
- 2.) Approve the CUP with additional Conditions of Approval.
- 3.) Continue the public hearing to a future date, and provide specific direction to staff regarding what additional information and analysis is needed.

**Project Planner:**

Courtney Smith

**STAFF ANALYSIS**

Background and Overview

The applicant has applied for a CUP in the C-2 zone which allows “Public/quasi-public buildings and uses of recreational, religious, cultural or public service nature” as a conditional use (Inyo County Code Section 18.48.030(P)). This project is considered to be a quasi-public use as the project serves the public and is publically funded.

The Safe Parking Project will be operated by IMACA. IMACA will enter into an agreement with the Church of the Nazarene to operate this project on a trial basis. The terms of agreement are listed below because they are important to understanding the details of the project. Staff recommends for the terms of agreement to be incorporated in the conditions of approval of this use permit. The agreement sets forth the following terms:

1. Occupation of up to fifteen (15) parking spaces along the west property line (see Attachment A) of the Church of the Nazarene for a Safe Parking Project operated by IMACA.

2. Designated parking spaces may be occupied from 7:00 p.m. to 7:00 a.m. A trained and experienced case manager or program specialist shall be present to check-in participants and assign parking spaces. Vehicle occupants will be connected with any necessary supportive services.
3. Vehicle occupants and project participants will be required to sign an agreement and comply with Safe Parking Rules and Agreement (see Attachment B).
4. An IMACA Case Manager will be available to respond to any emergencies. A phone number with access to the Case Manager will be provided to vehicle occupants and the Church. Additionally, the Church will have access to IMACA Program Director.
5. The parking area will be monitored by IMACA staff. Upon a determination by the Church or IMACA, staffing may be increased or decreased based on need.
6. IMACA shall be responsible for obtaining any required zoning approvals from the County of Inyo and coordinating with staff from the City of Bishop. The Agency shall also work directly with the Inyo County Sheriff and Bishop Police Chief on any required site security measures. Additionally, IMACA shall prepare a formal security plan with additional participant and program administration requirements to be approved by law enforcement and the Church prior to operation of the Safe Parking Program.
7. Restroom facilities will be available for approved participants in the Church Administrative office building.
8. Building improvements will be completed at IMACA's expense to secure the office portion of the building from the restrooms. Other building modifications that benefit both the Church and persons experiencing homelessness may also be completed by the Agency prior to operation of the Safe Parking Project.
9. Site improvements, such as resurfacing or repaving the parking area reserved for Safe Parking occupants, may also be completed by IMACA.
10. Other site or building improvements, such as compliance with the Americans with Disabilities Act (ADA), acceptable to both parties may be completed by the Agency that benefit persons experiencing homelessness and the Church.
11. IMACA shall be responsible for ensuring that the parking area, church grounds and restrooms are maintained in a safe and orderly manner.
12. There shall be a trial period of operation not to exceed one (1) year to determine the effectiveness of the Safe Parking Project and compliance with the Agreement between the Church and IMACA. Any contract violations or failures to address substantiated complaints by IMACA or its employees may result in termination or modification of the Agreement, as determined by the Church as its sole discretion. The Church may also terminate the Agreement, with not less than thirty (30) days' notice, if the Program violates the purpose of the Church of the Nazarene in the community.
13. Termination of the Agreement by Church for reasons other than material breach of the contract by IMACA shall require partial or full reimbursement for any completed site and building improvements that benefit the Church and its congregation.
14. IMACA shall provide a waiver to represent the Church and will indemnify and hold all members, directors and congregation harmless.
15. IMACA agrees to close the Safe Parking Project periodically upon adequate notice by the Church and provided the dates and times do not unreasonably impact the ability to provide regular services to participants.
16. The Church of the Nazarene Safe Parking Project will be operated in compliance with the Eastern Sierra Continuum of Care Written Rules and Coordinated Entry System

Policies and Procedures. Participants will be provided with resource necessary to transition from homelessness to available permanent and supportive housing projects. The length of time expected for each participant in the Safe Parking Program is two years or less.

17. IMACA will coordinate with other service providers, including the Salvation Army and County of Inyo Health and Human Services, during extreme weather events providing warm weather gear and sleeping bags; access to a cooling or warming center; and placement in emergency shelter or housing.
18. IMACA shall provide liability insurance with coverage mutually acceptable to the Church and the Agency that includes theft, vandalism, damage and other losses attributable to program operation or participants.
19. IMACA will consider other conditions of operation and project administration mutually agreeable to the Church and IMACA.
20. IMACA commits to report outcomes and annually to the Church with information collected through HMIS. This includes, but is not limited to, exits to permanent housing, length of time homeless, returns to homelessness, and increase in income.

Attachments to the terms of agreement include a site map showing the location of the parking spaces to be used by the project and the restroom facility as well as the Safe Parking Program terms. IMACA and the Church of the Nazarene will enter into an agreement which sets out terms that IMACA is required to comply with. These terms will be incorporated in this CUP as conditions of approval. IMACA has obtained three State and Federal grants to fund the program.

Site Location - The general project area is in a location surrounded by vacant, open space, and grazing lands to the South, East, and West. Across West Line Street to the North is the Northern Inyo Hospital.



### General Plan Consistency

The goal of this project is to provide for transitional facilities to help homeless individuals and families. The project is consistent with the General Plan designation of Retail Commercial (RC), as this designation allows service uses and public and quasi-public uses.

In addition, the Housing Element offers a variety of policies to address the need for affordable housing. An overall policy states that: “Approval of mixed-use development if the non-residential land uses will reduce the cost of the housing project and the non-residential land uses are compatible with the housing project and surrounding development. This project on the western edge of the Church of the Nazarene is in a location that will be consistent with other uses by virtue of the surrounding open space land designated for agricultural uses.

### Zoning Ordinance Consistency

The C-2 zoning designation allows “public and quasi-public buildings and uses of recreational, religious, cultural or public service nature” as a conditional use.

### **OTHER COUNTY DEPARTMENT REVIEW**

Planning Department staff coordinated with staff from the Department of Health and Human Services.

### **ENVIRONMENTAL REVIEW**

This Conditional Use Permit is Categorically Exempt under California Environmental Act (CEQA) Guidelines 15303. Class 3 exemptions cover “the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure.”

It is also worth noting Section 15300.2 of the CEQA Guidelines concerning project location. Class 3 exemptions are location-specific. There may be some locations where the conversion of an existing facility would not qualify for this type of an exemption because of critically sensitive environmental concerns. It can be noted this location is a particularly good location for a homeless parking area due to the surrounding open land and the proximity of a restroom at the church administrative center. The project is located in a location where there will not be any impacts to a sensitive environment.

### **TRIBAL CONSULTATION**

Tribal consultation is not required for projects that qualify for a Categorical Exemption under CEQA.

### **RECOMMENDATION**

Planning Department staff recommends the approval of Conditional Use Permit No. 2019-18/IMACA, with the following Findings and Conditions of Approval:

### **FINDINGS**

1. The proposed Conditional Use Permit is exempt under CEQA Guidelines 15303, Existing Facilities – Class 3 and the provisions of the California Environmental Quality Act have been satisfied.  
*[Evidence: Class 3 allows for the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure.*

*The CUP is being applied for to make a minor change to the use at the site that will involve very limited modifications to the existing structure. The project will not have an impact on a sensitive environmental resource.]*

2. The proposed Conditional Use Permit is consistent with the Inyo County General Plan Land Use designation of Retail Commercial (RC).  
*[Evidence: The goal of this project is to supply a transitional type of facility for homeless individuals and families. The project is consistent with the General Plan designation of RC, as it allows for “service uses and public and quasi-public uses.”]*
3. The proposed Conditional Use Permit is consistent with the Inyo County Zoning Ordinance, which permits “public or quasi-public facilities” as a conditional use in the Public zone.  
*[Evidence: Highway Services and Tourist Commercial; Section 18.48.030(C) allows for public and quasi-public buildings and uses of recreational, religious, cultural or public service nature as a conditional use. The Safe Parking Project qualifies as a public quasi-public use as a place where homeless facilities are provided for the public by IMACA.]*
4. The proposed Conditional Use Permit is necessary or desirable.  
*[Evidence: The General Plan’s Housing Element includes several goals and policies meant to assist the homeless. This project provides a transitional facility specifically directed to assist the homeless.]*
5. The proposed Conditional Use Permit is properly related to other uses and transportation and service facilities in the vicinity.  
*[Evidence: The terms of agreement between IMACA and the Church of the Nazarene ensure that the proposed use will not have an impact on surrounding facilities. By its nature, people using the facility will have vehicle transportation to and from the facility. Given that the occupants of the proposed site will have their own transportation to enter and leave the site and that IMACA will ensure that people at the site are provided with necessary services; there will be no impact on transportation or service facilities in the vicinity.]*
6. The proposed Conditional Use Permit would not, under all the circumstances of this case, affect adversely the health or safety of persons living or working in the vicinity or be materially detrimental to the public welfare.  
*[Evidence: The Terms of Agreement between IMACA and the Bishop Church of the Nazarene are specifically designed to make sure that the Church of the Nazarene will not be impacted. The project site is surrounded by open space land. There is a fence around between the Church property and the surrounding land that will keep project site occupants from leaving this property to the east, south, and north. To travel to the north to the hospital requires crossing West Line Street (SR 168). The Safe Parking Project, as conditioned, will not change or increase the current level or type of use; and therefore, it will not create impacts on the health or safety of persons living or working in the vicinity or be materially detrimental to the public welfare.]*

## **CONDITIONS OF APPROVAL**

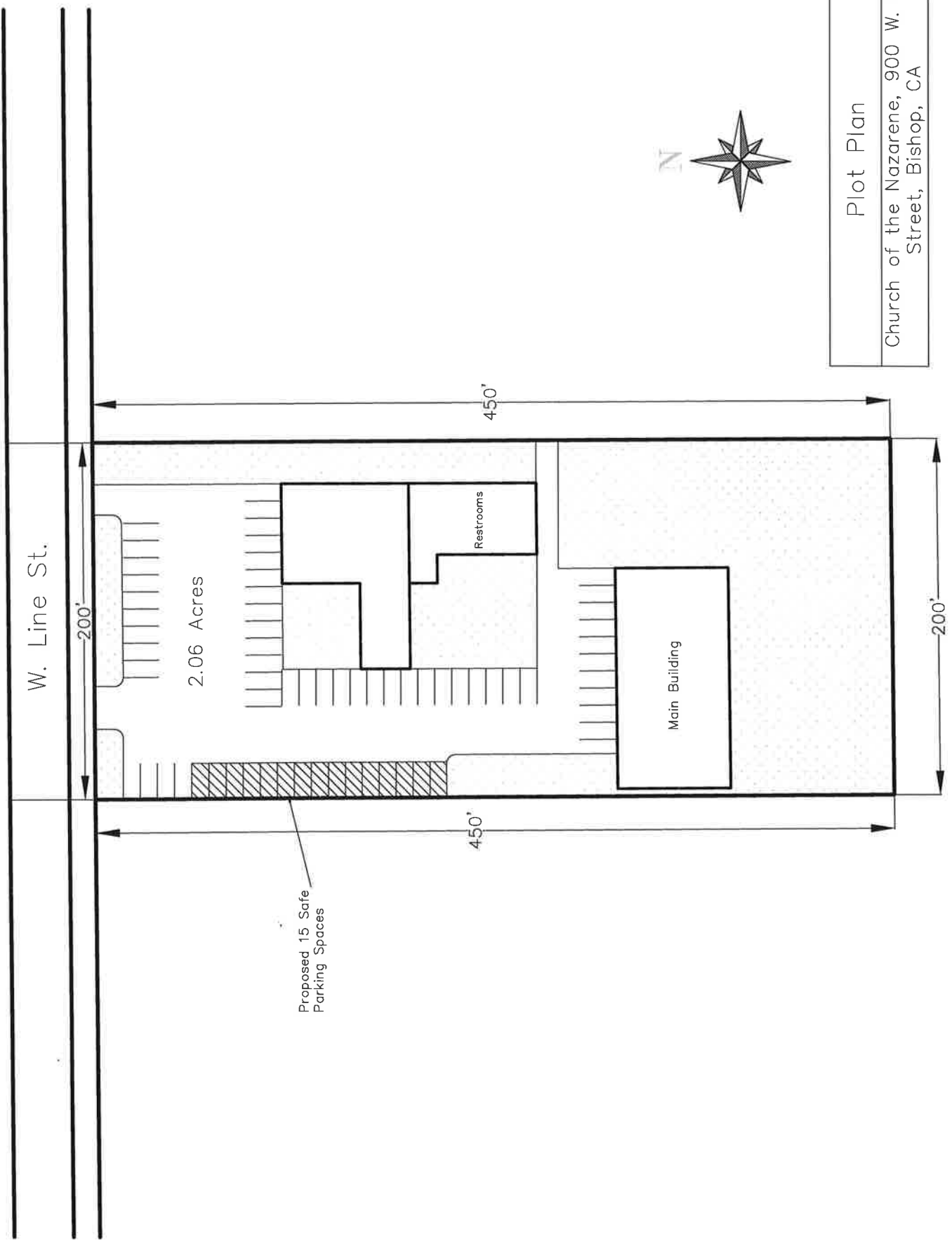
1. Hold Harmless

The applicant/developer shall defend, indemnify and hold harmless Inyo County agents, officers, and employees from any claim, action or proceeding against the County or its agents, officers, or employees to attack, set aside, void or annul an approval of the county, its advisory agencies, its appeals board, or legislative body concerning Conditional Use Permit No. 2019-18/IMACA. The County reserves the right to prepare its own defense.

2. Compliance with County Code

The applicant/developer shall conform to all applicable provisions of Inyo County Code. If the use provided by this conditional use permit is not established within one year of the approval date it will become void.

3. IMACA shall comply with the requirements set forth in their Terms of Agreement with the Bishop Church of the Nazarene. The terms of that agreement can be modified if: a) agreed to by both IMACA and the Church of the Nazarene and b) if the agreement does not expand the scope of this project to more than fifteen (15) parking spaces.



Plot Plan  
Church of the Nazarene, 900 W. Line Street, Bishop, CA



SEC. 12 & E.1/2 SEC. 11 (39) T.7S., R.32E., M.D.B. & M. 11-38

TAX RATE AREA  
68-010

68-016 68-017

68-011

68-017  
68-016

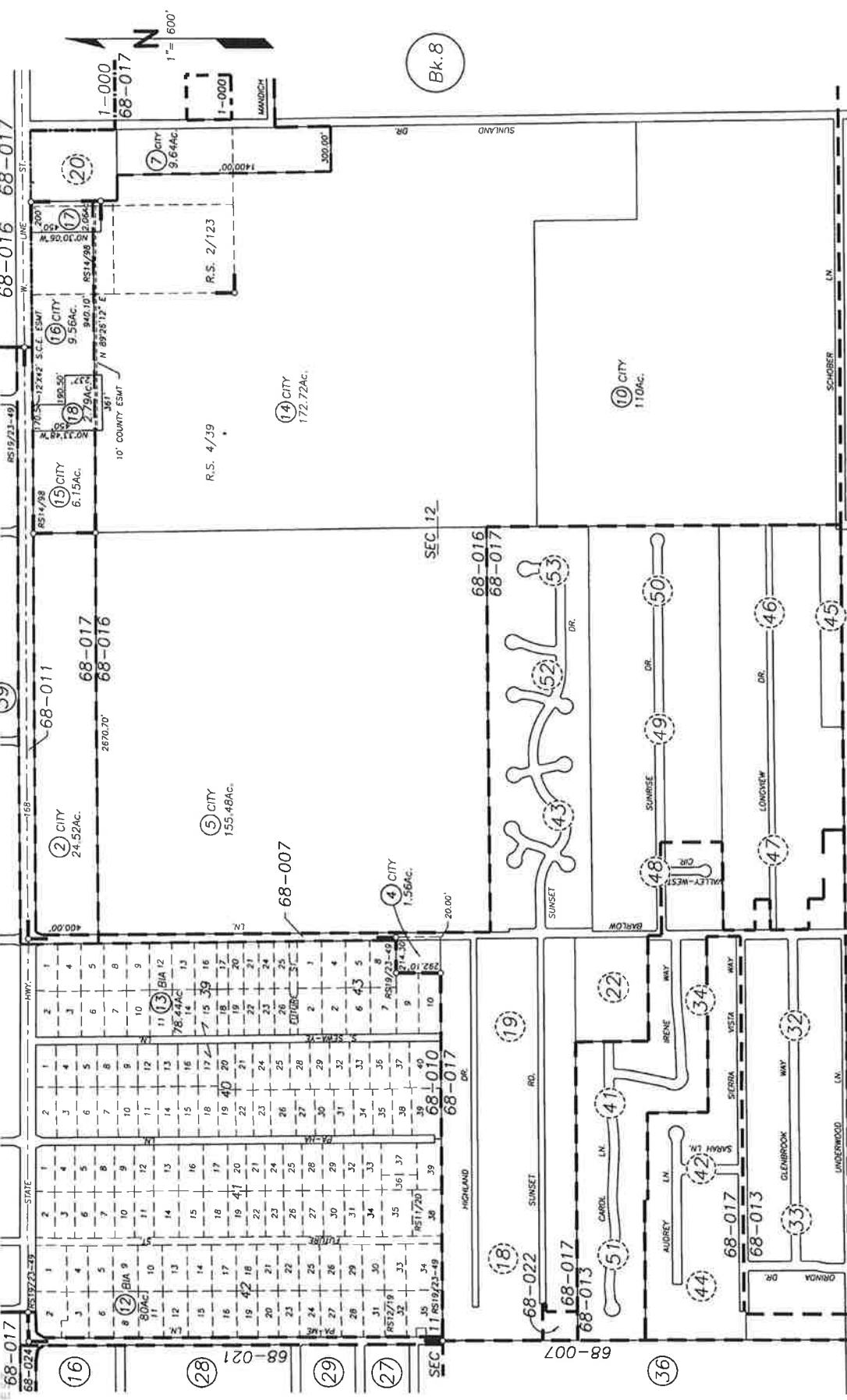
68-017

68-010

68-017

68-021

68-007



Bk. 8

Bk. 12

06-12-14  
02-28-14

NOTE: 1. THIS DOCUMENT WAS PREPARED FOR  
ASSESSMENT PURPOSES AND THE  
ACCURACY IS ASSURED FOR THE  
ACCURACY OF THE DATA SHOWN.  
ASSESSOR'S PARCELS MAY NOT COMPLY  
WITH ALL LOT-SPLIT OR BUILDING SITE  
ORDINANCES

R.S. Bk. 2 Pg. 123  
R.S. Bk. 4 Pg. 39  
R.S. Bk. 11 Pg. 20  
R.S. Bk. 12 Pg. 19

R.S. 00-002 Bk. 14 Pg. 98  
R.S. 13-003 Bk. 19 Pgs. 23-49

Assessor's Map Bk. 11 Pg. 38  
County of Inyo, Calif.  
1977

**CHURCH OF THE NAZARENE  
SAFE PARKING PROJECT PROPOSAL  
Revised August 6, 2019**

**PROPOSAL SUMMARY**

Inyo Mono Advocates for Community Action, Inc. (IMACA) proposes to establish and operate a Safe Parking Project on a trial basis at the Church of the Nazarene, 900 W. Line Street in Bishop, CA. IMACA is a not-for-profit Community Action Agency serving Inyo and Mono Counties. The Mission of IMACA is to support, educate, empower, and advocate for vulnerable populations in our community. The Agency administers Head Start, Child Care, Weatherization, Energy Assistance, Food Pantry and Distribution, Affordable Housing and Homeless Assistance Programs.

Over the last several years, the Agency has experienced a growing demand for assistance to individuals and families living out of their vehicles. During the most recent count of persons experiencing homelessness on January 24, 2019, volunteers documented 85 people in Inyo County without adequate shelter and sleeping in vehicles parked on streets, public lands and campgrounds. IMACA would like to address the need in our community for a safe place where people without adequate shelter can park overnight.

This Safe Parking Project proposal is patterned after the program operated successfully by New Beginnings Counseling Center in Santa Barbara since 2003. The request is to permit people experiencing homelessness to park up to fifteen (15) spaces along the west side of the Church property from 7 p.m. to 7 a.m. daily. The vehicle occupants will have use of the restroom facilities on the east side of the administrative office building during that time only. Vehicle occupants will be provided assistance in the morning to vacate the property safely and they will be connected with any necessary supportive services. This program would be a resource for Eastern Sierra Continuum of Care (CoC) service providers and assist individuals and families experiencing or at imminent risk of homelessness with supportive services and permanent, transitional or other types of housing. IMACA has funding to cover all costs associated with the project including site improvements and maintenance.

The following sections describe the sources of funding, administration and operation, and terms of an agreement for the project proposal. This proposal may form the framework for a formal agreement between the Church of the Nazarene and IMACA.

**SOURCES OF FUNDING**

In late 2018, IMACA received a Homeless Emergency Aid Program (HEAP) block grant from the California Business and Consumers Agency. HEAP provides a flexible source of funding for CoC's to address emergency solutions for homelessness in the community. Establishment of Safe Parking Area, associated improvements and operating costs are eligible uses of these funds.

**CHURCH OF THE NAZARENE**  
**SAFE PARKING PROJECT PROPOSAL**  
**Revised August 6, 2019**

A second block grant was awarded by the California Department of Housing and Community Development (HCD) in early 2019 to IMACA through the California Emergency Solutions and Housing (CESH) Program for innovative projects to reduce the incidence and duration of homelessness. Supportive services for safe parking projects are an approved budget expenditure for this block grant.

IMACA also receives Emergency Solutions Grants (ESG) Program funding from HCD for Rapid Rehousing, Emergency Shelter, Street Outreach and Homelessness Prevention. These programs, along with those available through other CoC service providers would be used to connect vehicle occupants to shelter, services, and transitional or permanent housing.

**OPERATION AND ADMINISTRATION**

ESG, HEAP and CESH all require CoC's to administer projects that employ Housing First principals, utilize a Coordinated Entry System (CES), and report outcomes through a Homeless Management Information System (HMIS) or equivalent database. IMACA complies with these program mandates and proposes to operate the Church of the Nazarene Safe Parking Lot in a manner consistent with these standards.

Housing First is the principal that participants are provided shelter with a low barrier to entry without preconditions. Housing enables families to stabilize and gain support necessary to become more self-sufficient thereby reducing the likelihood of returning to homelessness. The CoC will select people for the Safe Parking Project through the CoC's CES. Families that present at any of the designated CoC point of entry locations, such as Inyo County Health and Human Services or the IMACA main office will receive an initial assessment by a case worker to determine their vulnerability and risk factor.

Participants will be asked to complete a simple application form and then be placed on a priority list. Individuals and families with the highest vulnerability score will be approved to park nightly in the designated spaces at the Church of the Nazarene. Supportive services such as employment training, counseling, linkage to other sources of income, and other assistance will be available to help families obtain permanent housing. Participants will be required to sign an acknowledgement and comply with the rules outlined in Appendix A. Trained staff will be present in the parking area each night and work cooperatively with local law enforcement agencies.

**TERMS OF AGREEMENT**

IMACA proposes to enter into an agreement with the Church of the Nazarene to operate the Safe Parking Project for trial period of time not to exceed one (1) year. If the project is successful, the agreement could be extended for a time period acceptable to both parties. Proposed terms of the agreement are negotiable and could include, but are not limited to:

**CHURCH OF THE NAZARENE**  
**SAFE PARKING PROJECT PROPOSAL**  
**Revised August 6, 2019**

1. Occupancy of up to fifteen (15) parking spaces along the west property line (see Attachment A) of the Church of the Nazarene for a Safe Parking Project operated by IMACA.
2. Designated parking spaces may be occupied from 7:00 p.m. to 7:00 a.m. A trained and experienced case manager or program specialist shall be present to check-in participants and assign parking spaces. Vehicle occupants will be provided assistance in the morning to vacate the property safely and they will be connected with any necessary supportive services.
3. Vehicle occupants and project participants will be required to sign an agreement and comply with Safe Parking Rules and Agreement (see Attachment B).
4. An IMACA Case Manager will be available to respond to any emergencies. A phone number with access to the Case Manager will be provided to vehicle occupants and the Church. Additionally, the Church will have access to IMACA Program Directors.
5. The parking area will be monitored by IMACA staff. Upon a determination by the Church or IMACA, staffing may be increased or decreased based on need.
6. IMACA shall be responsible for obtaining any required Zoning approvals from the County of Inyo and coordinating with staff from the City of Bishop. The Agency shall also work directly with the Inyo County Sheriff and Bishop Police Chief on any required site security measures. Additionally, IMACA shall prepare a formal security plan with additional participant and program administration requirements to be approved by law enforcement and the Church prior to operation of the Safe Parking Program.
7. Restroom facilities will be available for approved participants in the Church Administrative office building.
8. Building improvements will be completed at IMACA's expense to secure the office portion of the building from the restrooms. Other building modifications that benefit both the Church and persons experiencing homelessness may also be completed by the Agency prior to operation of the Safe Parking Project.
9. Site improvements, such as resurfacing or repaving the parking area reserved for Safe Parking occupants, may also be completed by IMACA.
10. Other site or building improvements, such as compliance with the Americans with the Disabilities Act (ADA), acceptable to both parties may be completed by the Agency that benefit persons experiencing homelessness and the Church.
11. IMACA shall be responsible for ensuring that the parking area, church grounds and restrooms are maintained in a safe and orderly manner.
12. There shall be a trial period of operation not to exceed one (1) year to determine the effectiveness of the Safe Parking Project and compliance with the Agreement between the Church and IMACA. Any contract violations or failure to address substantiated complaints by IMACA or its employees may result in termination or modification of the Agreement, as determined by the Church at its sole

**CHURCH OF THE NAZARENE**  
**SAFE PARKING PROJECT PROPOSAL**  
**Revised August 6, 2019**



- discretion. The Church may also terminate the Agreement, with not less than thirty (30) days' notice, if the Program violates the purpose of the Church of the Nazarene in the community.
13. Termination of the Agreement by Church for reasons other than material breach of the contract by IMACA shall require partial or full reimbursement for any completed site and building improvements that benefit the Church and its congregation.
  14. IMACA shall provide a waiver to represent the Church and will indemnify and hold all members, directors and congregation harmless.
  15. IMACA agrees to close the Safe Parking Project periodically upon adequate notice by the Church and provided the dates and times do not unreasonably impact the ability to provide regular services to participants.
  16. The Church of the Nazarene Safe Parking Project will be operated in compliance with the Eastern Sierra Continuum of Care Written Rules and Coordinated Entry System Policies and Procedures. Participants will be provided with resources necessary to transition from homelessness to available permanent and supportive housing projects. The length of time expected for each participant in the Safe Parking Program is two years or less.
  17. IMACA will coordinate with other service providers, including The Salvation Army and County of Inyo Health and Human Services, during extreme weather events to ensure the safety of participants. This may include, but is not limited to: providing warm weather gear and sleeping bags; access to a cooling or warming center; and placement in emergency shelter or housing.
  18. IMACA shall provide liability insurance, with coverage mutually acceptable to the Church and the Agency that includes theft, vandalism, damage and other losses attributable to program operation or participants.
  19. IMACA will consider other conditions of operation and project administration mutually agreeable to the Church and IMACA.
  20. IMACA commits to report outcomes annually to the Church with information collected through HMIS. This includes, but is not limited to, exits to permanent housing, length of time homeless, returns to homelessness, and increase in income.

Attachments: Aerial Map with Location of Safe Parking Area; Appendix A: Safe Parking Rules

# Nazarene Church Safe Parking Lot Proposal



## LEGEND:

-  Safe Parking Space
-  Parcel Boundary Line



**APPENDIX A. CHURCH OF THE NAZARENE  
SAFE PARKING FACILITY  
RULES FORM – Revised August 6, 2019**

**IN CASE OF AN EMERGENCY**

**PLEASE CALL 911**

**FOR ANY URGENT NON-EMERGENCIES CALL**

**XXX-XXX-XXXX**

Due to our lengthy wait list, you must park in your authorized lot a minimum of 4 nights a week. If you do not renew your permit within 7 days after the expiration date you will be suspended from the program and must make an appointment to discuss reinstatement.

*Waiver of Liability*

I authorize Inyo Mono Advocates for Community Action, Inc. to refer me to other agencies, receive, request, disclose, release and exchange useful or personal information from any personal reference, entity, agency, past, present or, future employer or organization that she/ he may consider; can or may provide assistance to help me obtain my desired goals of becoming self-sufficient. Furthermore, I agree to hold harmless and free of any liability or responsibility the Job Developer/ Case Manager and any of the agencies, entities, individuals, Board of Directors, Organizations; past, present or future employers of the outcome of this release.

Signature \_\_\_\_\_

*Permiso para Compartir Informacion*

Yo doy mi autorizacion a Nuevos Comienzos Centro de Asesoramiento para que pueda referir a otras agencias, recibir, pedir, dar e intercambiar todo tipo de informacion util de cualquier agencia individual, referencia personal, pasados, presentes y futuros empleos, entidades u organizaciones que el / ella considere importante para que yo pueda obtener mis metas de llegar a ser autosuficiente. De hecho he resuelto y estoy de acuerdo en que mantendre libre de toda responsabilidad legal o juicio, a La Coordinadora de Empleos I administrador/a de casos o a cualquier agencia, entidad, individual, mesa directiva u organizaciones. Pasados, presentes o futuros empleadores e impresarios del resultado de la informacion obtenida.

Firma del Cliente: \_\_\_\_\_

**APPENDIX A. CHURCH OF THE NAZARENE  
SAFE PARKING FACILITY  
RULES FORM – Revised August 6, 2019**

*Church of the Nazarene (Church), Inyo Mono Advocates for Community Action, Inc.  
(IMACA) and County of Inyo (County) Waiver of Liability*

Parking lot user hereby agrees to indemnify and save harmless IMACA and the Church, and County, their officers, agents and expenses (including attorney's fees) judgments or liabilities for personal or bodily injury (including death, or other injury resulting from bodily injury) or property damage (including physical injury to property or loss of use thereof) arising out of applicant's negligence or willful misconduct in connection with client's use of the parking facilities.

---

Client Signature

---

Date

**PARKING RULES, RESTRICTIONS AND RESPONSIBILITIES ASSOCIATED WITH  
THE SAFE PARKING PROGRAM:**

1. Guns or firearms of any kind are strictly prohibited, and the use of alcohol and/ or drugs will not be tolerated. Failure to abide by this rule will result in immediate removal from the assigned location.
2. Urinating and defecating on the property is STRICTLY PROHIBITED. Failure to abide by this rule will result in immediate removal from the assigned location.
3. Absolutely no violent acts, verbal or physical. If you have an issue with another client, contact the office and we will handle it administratively.
4. Camping tarps or camping equipment beyond the top of the vehicle are prohibited.
5. Cooking outside the vehicle is absolutely not allowed.
6. All trash will be disposed of offsite and the area will be kept tidy.
7. Loud music is not permitted.
8. Parking lot is for sleeping use only.
9. Overnight stays will be limited to the hours assigned. Adherence to in and out times is mandatory.
10. Users must keep barking dogs in their vehicle at all times. Animals must be kept on a leash at all times on the property. Animal waste must be must be picked up immediately and disposed of properly.
11. Under absolutely no conditions will the client(s) invite other vehicle dwellers to occupy the site or invite any visitors or any type of patrons into the parking lot.
12. If bathroom facilities are provided, showering or bathing is not permitted.
13. The owner of the parking lot cannot be held liable for damages caused by a third party to the parked vehicle or its occupants.
14. Absolutely no more than one vehicle allowed per individual or family staying at the site.
15. Absolutely no use of the facility services, i.e., electricity, water, trash or any of the hoses at the site. Failure to comply with this rule will result in immediate termination from our program.
16. Please respect the privacy of the surrounding neighbors and their property.
17. Children will be watched and kept safe at All Times --- No Exceptions!!!!



**APPENDIX A. CHURCH OF THE NAZARENE  
SAFE PARKING FACILITY  
RULES FORM – Revised August 6, 2019**

18. Do not park within 3 blocks of the lot you are assigned to at any time.
19. If you do not renew your permit within 7 days after the expiration date, you will be suspended from the program and must make an appointment to discuss reinstatement.
20. Safe Parking Permits must be displayed at all times in a prominent location on or in the vehicle that is clearly visible to IMACA or Church of the Nazarene staff.

*Note: Please notify us immediately if you are leaving either for a week or permanently, and if you have been issued a key to a site please return it when you leave. We are not responsible to remind clients when to renew permits. We do not automatically renew permits.*

*These rules will be enforced. Failure to comply with these rules and regulations will result in termination from the Safe Parking Program.*

*We reserve the right to terminate your participation in the Safe Parking Program at any time, for any reason, and without warning.*

*All complaints and program feedback will be taken seriously, and program staff will make every reasonable attempt to interview all parties involved. When not presenting a safety issue or major rule infraction (e.g., carrying firearms or any major infraction which requires immediate program termination), program noncompliance will be addressed through the issuance of verbal and/or written warnings. A total of three warnings will be issued to participants for minor infractions (e.g., leaving the lot late) and the permit holder's permit will be revoked for 30 days upon the third warning. In some instances, one or more permit holder may be relocated to a different lot for 30 days to address interpersonal conflict. After the 30-day revocation or relocation, the permit holder(s) will be required to meet with program staff to discuss reinstatement.*

*In compliance with the Americans with Disabilities Act, Inyo Mono Advocates for Community Action, Inc. and the Safe Parking Program do not discriminate against people with disabilities or Limited English Proficiency (LEP), and when asked, will make reasonable accommodation for all program participants with disabilities or LEP. If you require an accommodation, please advise the Safe Parking Program's case manager during your intake and/or upon review of this document and every effort will be made to provide meaningful access to the program and its services and/or to a translator.*

*All complaints in regard to ADA violations should first be referred to the program's case managers and they shall attempt to make reasonable accommodations. If an accommodation cannot be done or poses extreme financial considerations, the case managers shall advise the executive director with the reasons and/or estimates of cost. It is the policy of Inyo Mono Advocates for Community Action, Inc. and the Safe Parking Program not to discriminate on the basis of disability. IMACA has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging*

**APPENDIX A. CHURCH OF THE NAZARENE  
SAFE PARKING FACILITY  
RULES FORM – Revised August 6, 2019**

*any action prohibited by the Rehabilitation Act of 1973. The laws and regulations may be examined in the Safe Parking/IMACA offices at either the Castillo or Carrillo Street locations. Any person who believes that he or she has been subjected to discrimination on the basis of disability may file a grievance under this procedure.*

*Grievances must be submitted to the IMACA's executive director located at 324 E. Carrillo Street, Suite C, and must be filed within one week of the date the person filing the grievance becomes aware of the alleged discriminatory act. The complaint must be in writing, containing the name and contact information. The complaint must state the problem or action alleged to be discriminatory and the remedy or relief sought. An investigation will be conducted and IMACA will issue a written decision on the grievance no later than 30 days after its filing. The individual filing the grievance may appeal the decision by writing to IMACA's board of directors within 15 days of receiving the decision. The board of directors will issue a written response to the appeal no later than 30 days after its filing. IMACA will make appropriate arrangements to ensure that disabled persons are provided accommodations, if needed, to participate in the grievance process.*

*Client Confidentiality and Privacy Policies*

*Safe Parking program staff will not divulge whether someone is or is not a participant in the program. Program staff will not divulge any personal identifying information of any individual or family participant of the program without consent from the client(s). The Safe Parking program has incorporated into its policies and procedures a process that will ensure the confidentiality of program participants' identifying information; records pertaining to any individual or family provided with assistance; and treatment services offered under any project associated with IMACA. Furthermore, the address or location of any participant assisted through the Safe Parking Program will be anonymous except upon written authorization for this information to be made public from the client/program participant to the person or persons responsible for the operation of the program.*

I / We, accept and agree to respect, acknowledge, and adhere to the rules, policy, and procedure; guidelines and regulations that are stated above and will accept full responsibility of the consequences of the outcome if there is a violation to this contract.

---

(Signature of Client)

---

(Signature of Client)

---

(Signature of Case Manager)