

Report of the Acting Stated Clerk

The Acting Stated Clerk reports the following:

1. The offering collected at the May Presbytery Meeting was \$545 and was given to Via International (Friendship Park).
2. The ordination service of Frances Lin took place on August 11, 2023, at Rancho Bernardo Community Church. The Administrative Commission completed its work and was dismissed with thanks.
3. We have been informed that the Presbytery Disaster Assistance grant in the amount of \$7500 has been approved for the presbytery to respond to the needs from New Day Urban Ministries.
4. All official correspondence and communications received since the last meeting have been referred to the appropriate governing body, committee, commission or staff in accordance with the Manual of Operations, Part 1.

Nancy Harber, Acting Stated Clerk

Consent Agenda

The Acting Stated Clerk recommends the following:

1. That the proposed minutes of the Presbytery Stated Meeting on May 16, 2023, and the Special Called meeting of June 13, 2023 be approved.
2. That the recommendation of Executive Council that the November Presbytery meeting be moved from Nov. 21, 2023 to Nov. 14, 2023 be approved.
3. That the financial audit performed by Huxhold & Associates on the financial statements of the Presbytery indicating the statements present fairly the financial position of the Presbytery of San Diego, as of December 31, 2022 and 2021, be accepted and approved.

Business to be presented and/or VOTED on the floor

1. Executive Director Report

- a. Report on Cyclical San Diego
- b. Need to establish 4 new Task Forces
- c. Discussion of Remote office
- d. Restructuring of Stated Clerk position

Sean Chow

2. Executive Council Report

Lyn Lloyd Smith

- a. Status Report on Anchor and Hope

3. Joint Credentialing Committee

Kevin Womack/Jan Farley

- a. CREs to be commissioned by the Presbytery
Nicassio Rojas from Chula Vista Church; Gonzalo Salinas from Emmanuel; Noel Musicha and Jeremiah Lester from Ebenezer.

4. Budget Property & Finance Report

Jim Rauch

- a. Recommend that the Presbytery establish a policy that the Executive Council shall recommend to the Presbytery at its annual November meetings the purpose for the subsequent year's offerings taken during each Ordination and Installation service.
- b. Recommend that the lease between Grace Alliance Fellowship and Chula Vista Presbyterian church be approved.---ATTACHMENT A

5. Nominating Committee Report

Jamie Nelson

- a. Appointment of David Rodriguez to the Ecclesiastical Committee
- b. Ongoing need to ruling elders to serve on committees

6. Ecclesiastical Committee Report

Bob Mentze

- a. Motion 1:
The Ecclesiastical Committee approved a BP&F request a change to the Manual of Administrative Operations, Chapter 15, III.b.5.b, to delete the words "scholarships and loans" and replace with "grants up to \$2,500." (Offering grants from this fund will be more beneficial to people considering seminary rather than using the fund for loans, which may need to be repaid.)
- b. Motion 2:
The Ecclesiastical Committee approved a BP&F request a change to the Manual of Administrative Operations, Chapter 15, III.b.2, to insert after the word "value", the words "and that have had fund disbursement(s) within the preceding three (3) calendar years." (The intent of this motion is to prevent designated funds that are not being used from continuing to grow in size by regular infusion of investment fund interest.)

See ATTACHMENT B for the current Chapter 15 of the Manual of Administrative Operations

Adjournment with Prayer

Sam Codington

ATTACHMENT A

LEASE AGREEMENT

LESSOR: **Chula Vista Presbyterian Church (PCUSA)**, a religious non-profit California corporation (and a member congregation of the Presbytery of San Diego), located at 940 Hilltop Drive, Chula Vista, CA 91911.

LESSEE: **Grace Alliance Fellowship**, a religious non-profit California corporation, (and a member congregation of the Christian Missionary Alliance), located at 4445 Pala Road, Oceanside, CA 92057.

The Lessor and the Lessee individually are a "Party" and collectively are the "Parties" to this Lease Agreement.

PREMISES: **Attachment A** depicts the real property owned by the Lessor located at 3940 Hilltop Drive Chula Vista, Ca 91911 ("Property") and the subset of land identified by Attachment A that is located on the Property to be leased to the Lessee under this Lease Agreement (the "Premises").

PROPERTY, FACILITY, FACILITIES: For the purpose of this Lease Agreement, the following words are used to define the real property of the Lessor and its buildings in total. "Property," "Facility," and "Facilities."

I. GENERAL CONDITIONS:

A. Coordination and relationship between parties:

1. To facilitate the success of this Lease Agreement, the Parties have mutually agreed to develop a collegial relationship and have pledged to meet as often as deemed necessary to consult on matters pertaining to areas of concern. Similarly, both Parties have agreed to develop a relationship between the two congregations for mutual growth and enrichment.

2. Nothing contained in this agreement shall be construed by the Parties or by any third party to create the relationship of principal and agent, partnership, joint venture, or any association between Chula Vista Presbyterian Church and Grace Alliance Fellowship, dba Grace Alliance Church, either expressed or implied, and neither the method of computation of rent or any other provisions contained in this agreement nor any acts of the Parties shall be deemed to create any relationship between Chula Vista Presbyterian Church and Grace Alliance Church other than the relationship of Lessor and Lessee.

B. Approval by the Presbytery of San Diego:

This Lease Agreement requires prior approval of the Presbytery of San Diego. Any provision hereof disapproved by the Presbytery shall have no further force or effect. Any occupancy of the Premises prior to approval by the Presbytery shall be considered a tenancy at will and shall immediately terminate without further liability to either Party if such approval is denied.

II. TERMS OF LEASE:

A. Areas of Use:

1. Lessor agrees to lease to Lessee the following rooms for the specified days and times listed below (See also **Attachment A** "Areas of Use" map):

<u>Room</u>	<u>Days and Hours of Use</u>
a. Family Life Center*	Sundays 3:00 p.m.–9:00 p.m. weekly
b. Family Life Center*	Thursdays 5:00 p.m.–9:00 p.m. weekly

2. The Lessee may use any available parking spaces in the parking lot on the Property, on a first come, first served basis as follows:

- a. The Lessor shall have priority use of the parking lot except during the days and times when the Premises is in use by Lessee.
- b. Lessor and Lessee shall agree to shared use of the parking lot on days when traditional, significant religious services are held (*e.g.*, Christmas Eve, Good Friday).

c. No vehicles are to be parked overnight.

d. Any vehicle parked improperly shall be subject to being towed at the expense of the owner or driver. The Lessee shall indemnify and hold harmless the Lessor of any liability from the towing of any such vehicle.

Note: The use of the Family Life Center includes the restrooms and incidental use of the kitchen solely for the assembly of foods prepared off the Premises and brought in for the fellowship lunch. The use of any audio-visual, sound, and piano of the Lessor, with the exception that the piano, may be used during the Lessee's religious services, classes, or activities. The use of the other instruments is prohibited without prior written approval of the Lessor and is not part of this Lease Agreement. The Lessee shall be responsible for the costs associated with the repair or replacement of any damaged equipment through either its authorized or unauthorized use.

B. Conditions of Use & Duties of the Lessee:

1. **Lessee's Materials:**

Lessee will supply all of its own teaching materials and consumable supplies. Lessee shall leave no permanent displays in the rooms.

2. Lessor's Displays and Materials:

Lessor's existing displays and materials shall be left in each room at the conclusion of room use as found upon Lessee's starting use of the room.

3. Damages to Premises or Equipment:

Lessee shall be responsible for any damages to the Premises or equipment therein beyond reasonable wear and tear, during the agreed time of use by the Lessee. The cost to repair or replace item(s) shall be paid for by the Lessee. The decision to repair or replace a damaged item shall be at the discretion of the Lessor in consultation with consultants qualified to provide estimates for repair or replacement.

4. Cleaning and Maintenance:

a. All rooms shall be left in a clean, safe, and operable condition. Furniture shall be returned to its original arrangement following each use.

b. Rooms that are used should be vacuumed and all surfaces wiped down and clean.

c. If the kitchen is used, all countertop surfaces, floors, sinks, and other items of use shall be cleaned after each use. Trash containers shall be emptied and clean, and new trash bags inserted. No food waste may be left in the Premises following each use.

d. The Lessee agrees that it shall be charged the amount of \$40.00/hr. (1 hour minimum) for any cleaning or reconfiguring required to be performed by the Lessor to render the room(s) in a restored condition allowing for their subsequent use. The Lessor shall have the right to remove any items of personal property stored on the Property or in the rooms of use at the Lessor's discretion for the purpose of maintaining the health and safety of personnel, students, and guests present and using the Property.

5. Trash Disposal:

A normal amount of trash and/or food waste shall be placed in the dumpster located in the parking lot behind the Family Life Center following each use. The Lessee shall be responsible for the removal of any trash that cannot be placed in the dumpsters regularly maintained by the Lessor for its own use. Any reasonable cost incurred by the Lessor to remove trash beyond its regularly maintained dumpsters shall be at an additional cost to be reimbursed by the Lessee.

6. Excluded Areas:

Lessee's use of the property is limited to the spaces listed under "Areas of Use." Lessee acknowledges that all other areas or rooms of the Lessor are not included in this Lease Agreement and are not to be used by the Lessee, its members, or guests.

7. Special Use:

Use of any spaces beyond that stated under "Areas of Use" should be requested, in writing, at least thirty (30) days in advance of the projected need.

8. Substitute Accommodations:

If there should be any conflict as to the priority of use of the above noted spaces when that use is to be made of the Premises by the Lessee, the Lessor's activities shall take precedence. The Lessor agrees that it will attempt to find substitute accommodations for the Lessee's use. If no other accommodations are available, the Lessor will endeavor to notify the Lessee in advance (with approximately two (2) weeks' prior notice) as to the time involved when the Premises will not be available. The Lessee agrees to comply with any such modifications and shall have no recourse of any kind against the Lessor for any claims, damages, or losses caused by the Premises or any space being unavailable at the reserved and scheduled time. Notwithstanding any other provision of this Lease Agreement, the Lessor reserves to itself the sole right to determine the availability and suitability for use of the Premises and will endeavor to provide two (2) weeks' prior notice or a reasonable period of time for the availability of spaces for primary and alternative venues.

9. Changes to Premises:

The Lessee shall not make any alterations, additions, improvements or permanently install any equipment on the Premises.

10. Compliance with Applicable Laws, Ordinances, and Regulations:

The Lessee shall comply with all applicable laws, regulations and ordinances of the State of California, San Diego County, and the City of Chula Vista in effect during the term or any part thereof regulating the use by the Lessor of the Premises.

11. Personal Property:

Loss, damage, or destruction to any property owned by the Lessee, its members or guests shall be the responsibility of the Lessee. The Lessor assumes no responsibility for any such property on the Premises during the period of use or that which is left on the Property.

12. Noise Control:

Due to the Property's location in a residential community, the Lessee agrees to be respectful of the neighbors and limit the volume of amplified music or other sounds so as not to create a disturbance. Doors shall remain closed during times when amplified music or sound equipment is used.

C. Term of Lease:

The Initial Term of the Lease Agreement shall be for one year, beginning on **October 1, 2023**, and shall end on **September 30, 2024**. A minimum of seven (7) days prior to the end of the initial lease term (on or about **September 23, 2024**), the two Parties shall meet to discuss the current use and any items of concern. The Parties shall review among other things, the sufficiency of the amount charged and the compatibility of the Parties' respective operational activities. It is expected that any issues or incompatibilities of activities will be defined,

addressed, and that the Lease Agreement shall be modified as required pursuant to paragraph V.A, below.

D. Renewal of Lease:

The Lease Agreement may be renewed at the conclusion of the Initial Term provided that neither Party is in default under the terms of the Lease Agreement, with four (4) one-(1-)year Renewal Terms. Either Party may elect not to renew the Lease Agreement beyond the Initial Term or any Renewal Term by providing the other Party written notice of its intent not to renew the then in effect Term. In any case, this Lease Agreement shall terminate no later than September 30, 2028.

Termination of Lease and Lessor's Remedies:

This lease Agreement shall be terminated for the following reasons:

1. Non-Renewal:

Upon the expiration of the Initial Term or any Renewal terms, if not renewed by mutual agreement by the Parties or by either Party upon

- a. A minimum of thirty (30) days prior to the end of the then in effect Term written notice to the other Party; or
- b. If destruction or damage to the Property has rendered the Premises substantially unfit for use by the Lessee for the purposes of the Agreement.

2. Non-Payment of Rent:

Non-payment of rent or 2 (two) late payments may be cause for termination of the lease by the Lessor and at the Lessor's discretion without recourse by the Lessee.

3. Non-Compliance with Terms of Lease:

Failure to comply with the "Terms of Lease" may be grounds for immediate termination, at the option of the Lessor, prior to the expiration of the then applicable lease term, depending upon the severity of the infraction or default.

4. Default of Obligations:

Failure by the Lessee to perform any material duty or obligation arising under the provisions of this Agreement may be cause for termination of the lease.

5. Payment by Lessee upon Termination:

Upon termination of this Agreement for any reason, the Lessee shall pay to the Lessor all unpaid amounts that the Lessee might be obligated to pay pursuant to the provisions of this Agreement.

6. Condition of Premises at Expiration or Termination of Lease and Vacation by Lessee:

Lessee agrees to vacate the Premises at the expiration or termination of the Lease Agreement, surrender all keys, and leave the Premises in as good repair and condition as existed at the date of execution of this Lease Agreement less ordinary wear and tear.

7. Lessor's Remedies:

If a default by the Lessee has occurred under this Lease Agreement, the Lessor has the following remedies:

- a. all remedies available pursuant to the California Civil Code Sections 1951.2 and 1951.4;
- b. the right to give the Lessee notice of the Lessor's termination of this Lease Agreement as of the date specified in the notice;
- c. the right to re-enter and repossess the Premises and the right to remove all persons and property from the Premises; and/or
- d. the right to collect from the Lessee by any lawful means:
 1. any unpaid rent due;
 2. any other amounts which the Lessee owes the Lessor under this lease; and
 3. any attorney's fees, costs, and expenses recoverable by the Lessor.

F. Hold Over:

If the Lessee, with the Lessor's consent, remains in possession of the Premises after the expiration or termination of the Lease Agreement, such possession by the Lessee shall be deemed to be a month-to-month tenancy, terminable on thirty (30) days prior written notice given by either Party. All provisions of this Lease Agreement except those pertaining to the Term shall apply to the month-to-month tenancy. If the Lessee fails to vacate the Premises after notice has been given to do so by the Lessor, the Lessor shall take any necessary legal actions to remove the Lessee and their property without recourse by the Lessee.

G. Rent and Payments:

1. Rent:

Rent for the Premises for the Initial Term shall be:

\$1,500.00 per month, payable in advance.

2. Coverage:

Rent shall cover only the Lessee's use of the Premises on the Property, except as provided herein.

3. Rent Payments:

All rent, deposits, and payments for any services performed by the Lessor shall be made payable to:

Chula Vista Presbyterian Church

Attn. Mary Duchene

940 Hilltop Dr.

Chula Vista, Ca 919111

Payment by electronic means may be used by Lessee upon each Party notifying the other Party of the necessary banking information to facilitate such payments.

4. Payment Due Date:

Payment shall be received at the Church office before the first Sunday of the month and shall become delinquent if not paid by the tenth (10th) calendar day of the month.

5. Late Charge:

Payments received after tenth (10th) of the month will be considered delinquent and be subject to a ten (10%) late charge.

6. Insufficient Funds:

The Lessor may charge a fee of \$25.00 (twenty-five dollars) for any check delivered by the Lessee which is returned for insufficient funds.

H. Sole Permitted Use:

1. Appropriate Usage:

The Lessee shall use and occupy the Premises only for the conduct of religious services, religious classes, and other events as approved by the Lessor which are consistent with and appropriate to the primary purpose of the property as a church facility. The Lessee may not use the Premises for any other purpose without the prior written consent of the Lessor.

2. Sub-Lease:

The Lessee may not sub-lease any portion of the Premises to any other party.

3. Limited Usage:

The Lessee is not granted any rights to use other spaces or land on the Property under this Lease Agreement that have not been specifically identified herein as the Premises. Any use other than the Premises of spaces or land on the Property shall be subject to a separate agreement between the Parties or a revision to this Lease Agreement pursuant to paragraph V.A, below.

4. Compliance with PCUSA Requirements:

Use of the Premises must comply with the Constitution of the Presbyterian Church (U.S.A.), *Book of Order*, Form of Government, as it may be revised or superseded from time to

time. The *Book of Order* standards shall take precedence in any conflict regarding the use of the Premises under the terms of this Lease Agreement. Lessor warrants and represents that this Lease Agreement, and the use of the Premises it permits, comply with the *Book of Order*.

5. Alterations to Premises:

Lessee shall not make any physical changes to the Premises or use the Premises in a manner that would threaten the tax-exempt status of the Property.

6. Acceptance of Premises:

- a. By signing this Lease Agreement, the Lessee acknowledges that it has inspected and is satisfied with the condition of the Premises.
- b. Lessee's assumption of possession of the Premises shall be conclusive evidence of receipt thereof in good order and repair.
- c. Lessee acknowledges that the Lessor has not made any representation as to the condition or state of repair of the Premises nor made any agreement or promises to repair or improve it either before or after execution of this lease.

I. Compliance with the Lessor Rules and Policies:

1. Supervision:

The Lessee shall comply with and provide sufficient supervision of its staff and invitees to assure compliance with the rules established by The Lessor with respect to the use of the Premises. These rules include, but are not limited to those regarding smoking, food consumption, sound control, offensive language and actions, and the possession of any illegal drugs, alcohol, firearms, or weapons of any kind. Lessor shall provide a copy of such rules immediately upon execution of this Lease Agreement and immediately upon any revision to those rules.

2. Prohibited items:

Prohibited items shall not be brought onto the Property. Such items include, but are not limited to any illegal drugs, alcohol, firearms, or weapons of any kind. Failure to comply with these rules shall be grounds for immediate termination of the Lease Agreement.

3. Harassment and/or Sexual Misconduct Policy:

The Lessor maintains a zero-tolerance policy regarding harassment and/or sexual misconduct in any form against any person. Lessor shall provide a copy of that policy immediately upon execution of this Lease Agreement and immediately upon any revision to that policy. The Lessee agrees to comply with this policy and failure to do so shall be grounds for immediate termination of the lease

4. Child Protection Policy:

The Lessor maintains a policy for the protection of minors. Lessor shall provide a copy of that policy immediately upon execution of this Lease Agreement and immediately upon any revision to that policy. The Lessee agrees to provide adequate staff or personnel (with clean

criminal backgrounds) to supervise and protect any minors while on the Premises and engaged in any Lessee sponsored activities during the times of use by the Lessee. The Lessee shall comply with the Lessor's Child Protection Policy's screening program or its equivalent.

J. Inspection & Removal of Items:

The Lessee hereby grants to the Lessor, or its agents, the right to inspect the Premises at any time and without notice to the Lessee, and to remove any items of the Lessee that pose a risk to the health and safety of the users of the facility, or its visitors.

Church

K. Storage:

No accommodation for storage of the Lessee's property is included in this Lease Agreement.

L. Signage:

1. A temporary signage board style sign may be placed near the entrance to the parking lot on Sundays after 2:00 p.m. This sign must be removed and stored off the Property each week upon conclusion of the Lessee's weekly use of the Premises.

2. Any signage shall comply with local signage ordinances, approved by the Lessor, and maintained in good condition.

3. No temporary signs shall obstruct any signs installed by the Lessor.

M. Security and Key Assignment:

1. Two (2) sets of keys and shall be provided for the Lessee's use, one (1) set being for its pastor). Two (2) unique alarms system codes shall be assigned to Lessee for Lessee's use in opening and securing the Property at the start and conclusion of each weekly use of the Premises.

2. Those to whom keys and alarm codes have been assigned shall be responsible for the opening, set-up and lock-up of all buildings/rooms before and after their use by the Lessee. The alarm system shall be activated upon each lock-up.

3. Keys and alarm codes are not to be duplicated, circulated, or loaned to others.

4. All rooms are to be locked no later than fifteen (15) minutes following the conclusion of use. Failure to secure rooms or buildings may be subject to a fifty-dollar (\$50.00) fine per occurrence. Lessee shall be responsible for paying any charges incurred as a result of false alarms caused by failing to properly activate the alarm system.

5. Lost or stolen keys requiring the re-keying of any door or building shall be at the expense of the Lessee.

N. Privacy

Individuals using the Premises shall have a reasonable expectation of privacy. No photographs, publication of names, or digital uploading or posting of any images are permitted on the Property without the express written permission of the individual (if an adult) or parent or legal guardian (if a minor). This rule also applies to children, and no names or images of minors shall be made public by any means without the express written permission of the parent or legal guardian.

O. Reporting of Injuries and Damage:

1. The Lessee shall immediately notify the Lessor of any of the following:
 - a. injuries requiring medical attention;
 - b. any damage to or malfunction of any equipment located on the Premises; and/or
 - c. any other condition that may affect the safe and orderly operation of the Premises.



III. INSURANCE:

A. General Insurance Requirements:

1. Commencing within ten (10) days after the execution of this Lease Agreement and continuing throughout the entire term of this Agreement and any extension term or terms thereof, the Lessee shall at its sole cost and expense, procure, and maintain in full force and effect an insurance policy or policies protecting the Lessee and the Lessor and its respective directors, officers, employees, visitors, etc. against any loss, liability, or expense whatsoever from personal injury, theft, death, property damage, or otherwise, arising out of or occurring by reason of the Lessee and /or their authorized personnel's use of the Premises. The insurance required by this paragraph shall expressly cover claims based on property damage, and personal injury.

2. Chula Vista Presbyterian Church and the Presbytery of San Diego each shall be named as an additional insured in such policy or policies of insurance and the Lessee shall execute a waiver of subrogation in favor of Chula Vista Presbyterian Church and the Presbytery of San Diego for any insurance policies required by this Lease Agreement.

3. Such policy or policies of insurance shall be written by an insurance company acceptable to the Lessor and shall include Commercial General Liability Insurance coverage and any other such insurance as may be required by law in the State of California.

4. The insurance afforded by the policy or policies of insurance described herein shall not be limited in any way by reason of any insurance that may be maintained by the Lessor.

5. All such insurance shall ensure the performance by the Lessee of the indemnity provisions of this Lease Agreement.

6. Lessee shall provide Lessor with a certificate of insurance within ten (10) days after the execution of this Lease Agreement.

7. The Lessee shall agree that its insurance policies will provide to the Lessor, written notice of cancellation of insurance or changes in the policies no later than thirty (30) days before the effective date of such event.

8. Lessee agrees if it does not keep such insurance in full force and effect, the Lessor may obtain the necessary insurance and pay the premium, and reimbursement shall be deemed to be Additional Rent. The Lessee shall also maintain insurance, at its own cost, for any of its personal property located or in use on the Premises.

B. Mandatory and Optional Policy Requirements:

The Lessee shall, at its sole expense, purchase and keep in force during the Term of the Lease Agreement the following:

1. Commercial General Liability Insurance (mandatory)

This insurance shall include the following areas of coverage:

a. Bodily Injury

The Lessee shall obtain and keep in force during the term of this Lease Agreement, a policy of Commercial General Liability insurance covering bodily injury insuring the Lessor, Lessee, and the Presbytery of San Diego against any liability arising out of the use, occupancy, or maintenance of the Premises by the Lessee, its officers, employees, agents, visitors, or program participants. Such insurance shall be in amounts of not less than:

- i. \$1,000,000.00 (one million dollars) for bodily injury to or death of one or more persons in any one accident or occurrence.
- ii. \$2,000,000.00 (two million dollars) aggregate.

b. Property Damage (including fire and legal liability)

Lessee agrees to procure and maintain throughout the term of this Lease Agreement, a policy of Commercial General Liability insurance covering the Premises for property damage insuring the Lessor against any liability arising out the use or occupancy of the Premises under the terms of this Lease Agreement. Such insurance shall also protect the Lessor from any actions of or to any third party associated in any way with the Lessee. Such insurance shall be in amounts of not less than:

- i. \$1,000,000.00 (one million dollars) for property damage in any one occurrence; and
- ii. \$1,000,000.00 (one million dollars) aggregate.

c. Medical Expense

Lessee agrees to procure and maintain throughout the term of this Lease Agreement, a policy of Commercial General Liability insurance which includes Medical Expense coverage insuring the Lessor against any liability arising out the use or occupancy of the Premises under the terms of this Lease Agreement. Such insurance shall also protect the Lessor from any actions of or to any third party associated in any way to the Lessee. Such insurance shall be in amounts of not less than \$5,000.00 (five thousand dollars) for medical expenses for any one person in any one occurrence and aggregate.

d. Products (if applicable)

Lessee agrees to procure and maintain throughout the term of this Lease Agreement, a policy of Commercial General Liability insurance which includes coverage for Products supplied by the Lessee insuring the Lessor against any liability arising out the use or occupancy of the Premises under the terms of this Lease Agreement. Such insurance shall also protect the Lessor from any actions of or to any third party associated in any way to the Lessee. Such insurance shall be in amounts of not less than:

- i. \$2,000, 000.00 (two million dollars) for Products – Comp/Op Agg for expenses arising out of the use of same for any one person in any one occurrence / aggregate.

2. Sexual Acts / Sexual Misconduct Liability Insurance (mandatory)

The Lessee shall, at its sole expense, purchase and keep in force during the Term of the Lease a Sexual Acts / Sexual Misconduct Liability policy insuring the Lessor against any liability arising out of the use or occupancy of the Premises under the terms of this Lease Agreement. This policy shall protect the Lessor and Lessee against any and all claims of sexual misconduct, sexual harassment, or failure to provide supervision of minors or of a registered sex offender, including any actions of or to any third party associated in any way to the Lessee. Such insurance shall be in the amount of not less than:

- a. \$100,000.00 (one hundred thousand dollars) for sexual misconduct or harassment against any one person in any one occurrence.
- b. \$200,000.00 (two hundred thousand dollars) aggregate.

3. **Worker's Compensation Insurance and/or Employment Practices Liability Insurance (if applicable and optional):**

The Lessee shall provide Worker's Compensation insurance in an amount that complies with statutory limits in the State of California for all personnel using the Premises for or on behalf of the Lessee who are employees of the Lessee, and the Lessee shall pay, and be solely responsible for the payment of all social security, Federal, and State unemployment taxes, and any similar payroll taxes relating to such employees, if applicable. Similarly, employment practices and/or professional liability insurance may be obtained by the Lessee at their option if such insurance is applicable.

C. Evidence of Insurance:

The Lessee shall furnish to the Lessor evidence showing compliance with the provisions of the insurance requirement, specifically a Certificate of Insurance, listing Chula Vista Presbyterian Church and the Presbytery of San Diego as additional insureds. Evidence of insurance shall include a statement that the policy or policies may not be cancelled or altered without at least thirty (30) days' prior written notice to the Lessor. The Lessee shall, throughout the term of this Lease Agreement and any extension term thereof, provide the Lessor with such information regarding the insurance required by the provisions of this Lease Agreement, as the Lessor might request from time to time.

D. Limitation on Liability:

The Lessor is not liable for any indirect, incidental, special, or consequential damages of any nature whatsoever, whether in an action in contract or tort or based on a warranty, even if the Lessor has been advised of the possibility of such damages arising. The Lessor's liability for damages under the provisions of this Lease Agreement shall not exceed the amounts of one month of fees actually paid by the Lessee for use of the Premises and/or otherwise pursuant to the provisions of this Lease Agreement. The Lessor makes no representations or warranties, whether expressed or implied, with respect to the services rendered and the Premises provided for the Lessee's use under the provisions of this Lease Agreement, including without limitation any warranties of the fitness of the Premises for a particular purpose.

E. Indemnification:

1. Except for the willful or grossly negligent acts or omissions of the Lessor or its agents or employees, the Lessee shall, to the fullest extent provided by law, defend, indemnify, and hold harmless the Lessor from and against any and all claims, losses, actions, damages, liabilities, and expenses (including reasonable attorney's fees) that:

a. Arise from or are in connection with the Lessee's use, maintenance, or control of the Premises, or any portion of the Premises;

- b. Arise from or are in connection with any willful or negligent act or omission of the Lessee, the associated personnel, or any of the respective agents, employees, guests, service providers, creditors, or invitees;
- c. Result from any default, breach, violation, or nonperformance of the Lessee arising under the provisions of the Lease Agreement; and/or
- d. Arise from any injury or death to persons or damage to property sustained on or about the Leased Premises.

2. The Lessee's obligations under this section specifically extend to any actions, orders, penalties, or enforcement procedures brought by, or on behalf of any governmental agency or unit connected with the personal property of the Lessee, including equipment and materials stored or otherwise present at the Facility. The Lessee's obligations to indemnify the Lessor under the provisions of the paragraph shall survive the termination of the Lease Agreement.

3. The Lessee on behalf of the Lessee and their associated personnel, guests, *et. al.* now and forever releases and discharges the Lessor and its attorneys, insurers, brokers, principals, officers, directors, partners, agents, employees and contractors, and whoever else may be liable, from any and all claims, liabilities, damages, and causes of action of any nature, including but not limited to those for personal injury, death, and/or property damage, that in any manner arise from or are related to the Lessee's use of the Premises pursuant to the provisions of this Lease Agreement.

4. The release provided by the Lessee under the provisions of this the paragraph extends to and includes any and all claims, liabilities, injuries, damages, and causes of action that the parties do not presently anticipate, know, or suspect to exist, but which may develop, accrue, or be discovered in the future.

The Lessee expressly waives all rights under California civil code section 1542, which provides:

General release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

5. The Lessee represents and warrants that the Lessee has considered the possibility that claims, liabilities, injuries, damages, and causes of action that the Lessee does not presently know or suspect to exist in its favor may develop, accrue, or be discovered in the future and voluntarily assumes that risk as part of the consideration for the Lease Agreement.

6. The Lessee shall use reasonable means to safe-guard the well-being and security of their employees and associate personnel while on the Premises.

F. Lessor Insurance:

Lessor shall procure and maintain Commercial General Liability Insurance that includes the following areas of coverage:

1. Bodily Injury

Such insurance shall be in amounts of not less than:

- a. \$1,000,000.00 (one million dollars) for bodily injury to or death of one or more persons in any one accident or occurrence.
- b. \$2,000,000.00 (two million dollars) aggregate.

2. Property Damage (including fire and legal liability)

Such insurance shall be in amounts of not less than:

- a. \$1,000,000.00 (one million dollars) for property damage in any one occurrence.
- b. \$1,000,000.00 (one million dollars) aggregate.

IV. DISPUTE RESOLUTION:

A. Mediation

1. As a first means of resolving any disputes that may occur during the term of this Lease Agreement, the parties agree to pursue alternate means of dispute resolution in an effort to avoid litigation and court proceedings.
2. Mediation shall be the first method used to resolve any disputes arising out of this Lease Agreement. **Mediation** is a process whereby a neutral third person encourages and facilitates the resolution of a dispute between parties in an informal proceeding
3. Except for any claim relating to the Lessee's default in the payment of rent, the Lessor and Lessee agree to submit any and all other claims, controversies and disputes between the Lessor and Lessee arising out of, or relating to, the Premises, this Lease Agreement, or the Parties' performances due hereunder to **Mediation** pursuant to the mediation rules contained in applicable California Statutes and California Rules of Civil Procedure, prior to demanding arbitration. The Lessor and Lessee agree to maintain all communications made at such mediation in the strictest confidence between themselves and their respective counsel, unless otherwise required to disclose same pursuant to applicable law. The mediator for any such mediation shall be a California certified circuit-civil mediator and also Board Certified by The California Bar in Business Litigation or Real Estate Law. The mediation shall be conducted within thirty (30) days from the date any such claim, controversy or dispute that is declared in writing to exist by either Party to the opposing Party.

B. Arbitration

1. If mediation is unsuccessful and does not result in a resolution, the Parties may then proceed to binding **Arbitration** to expedite the determination of the dispute with a panel of arbitrators with specialized knowledge in the subject matter of the contract or the type of property under the Lease Agreement.
2. Where a default has been declared in writing in accordance with the terms of this Lease Agreement and where the declaration of default is contested in writing within ten (10) days from the declaration of default, the Parties agree that any and all other claims, controversies and disputes between them arising out of or relating to the declaration of default and the contest of default shall be resolved by binding arbitration administered by and in accordance with the commercial rules of the American Arbitration Association, and any court of competent jurisdiction shall enter final judgment on any such final award rendered by the arbitrators.
3. Arbitration proceeding shall be conducted by a panel of three (3) neutral and impartial arbitrators. Said panel shall comprise arbitrators with the following minimum qualifications:
 - a. One arbitrator, who shall be the chairperson of the panel, shall be Board Certified by The California Bar in Business Litigation;
 - b. One arbitrator shall be Board Certified by The California Bar in Real Estate Law; and
 - c. One arbitrator shall be a non-attorney commercial real estate broker with at least fifteen (15) consecutive years of licensure in California as a real estate broker.
4. All defenses and claims which would otherwise be available to the Parties in any court proceeding, except for class actions, shall be available in arbitration.
5. The arbitration proceeding shall be conducted in San Diego County, in which the Premises are located, no sooner than sixty (60) days and no later than one-hundred twenty (120) days after any written demand for arbitration is served upon the respondent for the proceeding.

C. Litigation:

1. Parties to this Lease Agreement agree that all other means of dispute resolution shall be undertaken before instituting litigation. Litigation shall be the last means of resolving any disputes arising out of this Lease Agreement and is to be avoided if possible.

D. Attorney's Fees:

2. In the event of any legal action, cause of action, or other proceeding, including arbitration, and any appeal therefrom, is brought by either Party against the other under this Lease Agreement, the prevailing Party shall be entitled to recover

reasonable attorney's fees along with all costs (including expert witness fees), fees and expenses incurred therein.

V. GENERAL TERMS

A. Entire Lease Agreement, Amendment, or Modification:

3. This Lease Agreement (Pages 1-21) constitutes the entire agreement of the Parties with respect to the subject matter of this Lease Agreement, and shall not be modified or amended in any respect except by a written instrument executed by the Lessee and Lessor. The Lease Agreement replaces and supersedes all prior written or oral agreements by and between the parties to this Lease Agreement.

B. Jurisdiction:

1. This Lease Agreement shall be construed and enforced in accordance with the laws of the State of California and subject matter, personal jurisdiction, and venue shall be in San Diego County, California.
2. If any term or provision of this Lease Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Lease Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

C. Severability:

If any provision of the Lease Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable, that provision shall be deemed to be severed from this Lease Agreement and the remaining provisions of this Lease Agreement shall remain in full force and effect.

D. Successors and Assigns:

4. This Lease Agreement shall be binding on and inure to the benefit of the Parties and their heirs, personal representatives, and permitted successors and assigns. The Lessee shall not assign any obligation under this Lease Agreement to any third party without written consent of the Lessor. The Lessee shall not allow any third party not associated with the Lessee or the Lessor to have access to or to use the Premises.

E. Additional Acts:

5. The Parties to this Lease Agreement shall promptly execute and deliver any additional documents, instruments, notices, and other assurances, and shall do any other acts and things, reasonably necessary in connection the performance of their respective

obligations under the provisions of the Lease Agreement and to carry out the intent of the Parties.

F. Authority:

6. Each Party to this Lease Agreement warrants to the other Party that the warranting Party has the capacity and authority to enter into this Lease Agreement.

G. Titles and Headings

7. The paragraph titles and headings contained in this Lease Agreement are inserted as a matter of convenience and for ease of reference only and shall be disregarded for all other purposes, including the construction or enforcement of the Lease Agreement or any of its provisions.

H. Benefit of Parties:

1. This Lease Agreement is made solely for the benefit of the Parties to this Lease Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any rights by virtue of this Lease Agreement.

I. Notices:

8. Any notice or notification required under this Lease Agreement must be in writing and shall be deemed to have been sufficiently communicated when (a) personally delivered; or (b) on the second (2nd) business day after mailing by overnight delivery, postage prepaid:

To **Lessor** addressed:

Clerk of Session
Chula Vista Presbyterian Church
940 Hilltop Drive
Chula Vista, CA 91911

To **Lessee** addressed:

Ferdie Raposas, Pastor
Grace Alliance Fellowship
4445 Pala Road
Oceanside, CA 92057

With a copy to:

Stated Clerk
Presbytery of San Diego
3707 Udall St
San Diego, CA 92107

J. Transfer of Property:

Title to the Property may be transferred from the Chula Vista Presbyterian Church to another council of the Presbyterian Church (U.S.A.). In the case of such transfer, all provisions of this Lease Agreement will remain in full force and effect.

J. Review by Counsel:

Each Party to this Lease Agreement warrants that they have had the opportunity to consult with an attorney of that Party's own choosing regarding the provisions of this Lease Agreement.

VI. SIGNATURES

The Parties agree to the Terms and Conditions of this Lease Agreement on this date _____ and represent that they have full authority in which to be bound by the same terms and conditions.

This Lease Agreement shall become effective on the date the last signature is affixed below.

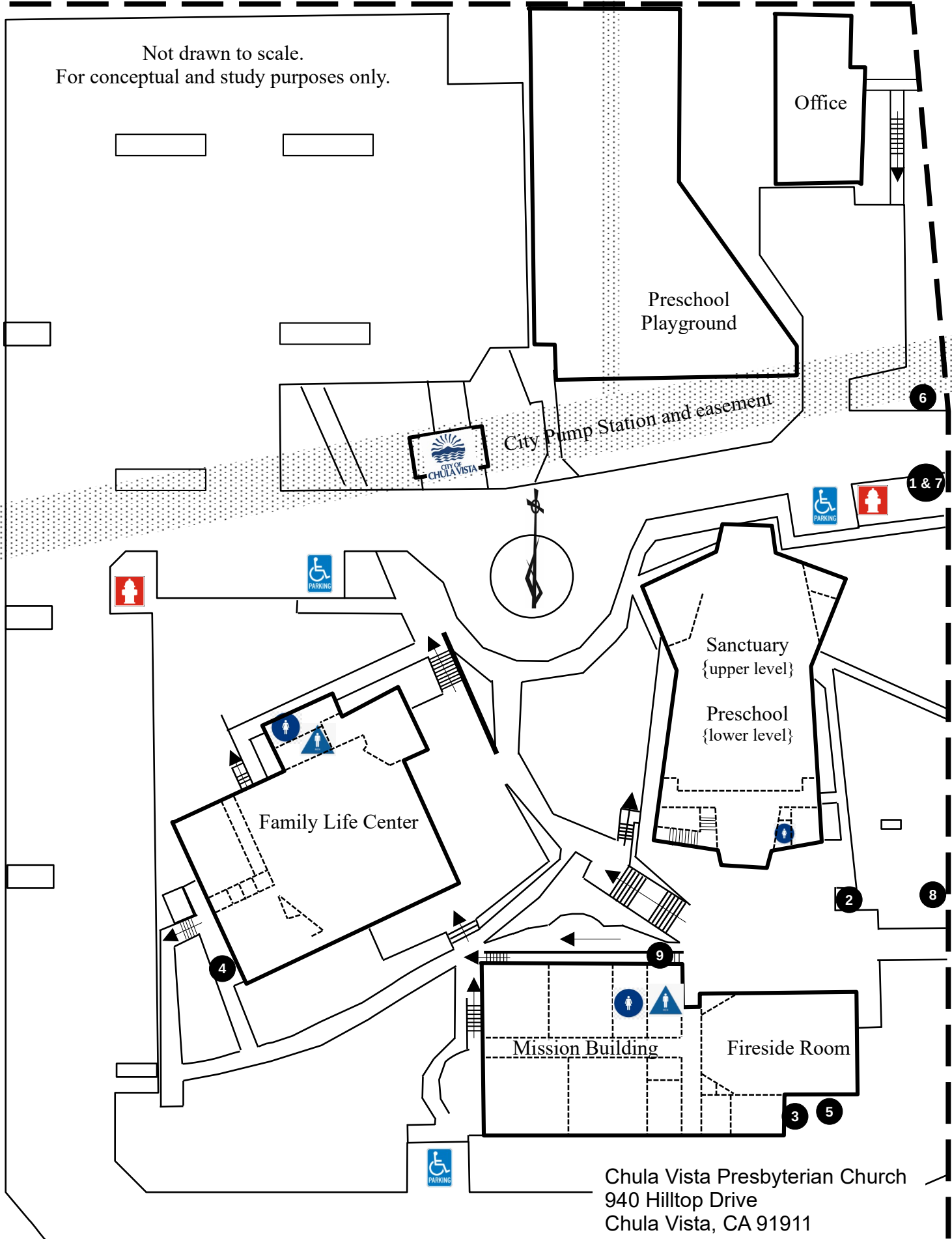
Chula Vista Presbyterian Church
A California Nonprofit Corporation

By _____ Date: _____
Joan Stroh, Clerk of Session
Chula Vista Presbyterian Church

Grace Alliance Fellowship
A California Nonprofit Corporation

By _____ Date: _____
Ferdie Raposas, Pastor
Grace Alliance Church

Not drawn to scale.
For conceptual and study purposes only.



- | | | |
|--------------------------------------|---|--|
| 1) Back Flow for Fire Service | 4) Electricity Shut Off FLC | 7) Water Meter & shut off for Fire Service |
| 2) Back Flow for Irrigation | 5) Gas Meter & Gas Main shut off | 8) Water Meter & shut off for Irrigation |
| 3) Electricity Shut Off Mission Bldg | 6) Water Meter & shut off for Buildings | 9) Water Shut Off Mission Building |

ATTACHMENT B: current Manual of Administrative Operations, Chapter 15

CHAPTER FIFTEEN

BUDGET, PROPERTY AND FINANCE COMMITTEE

I. Membership

- A. The Budget, Property and Finance (BP&F) Committee consists of six (6) to nine (9) members, divided into three classes of equal size.
- B. Care is taken that the Committee chair has experience in budget and finance matters and to have a member of the Committee with real estate expertise.
- C. The Stated Clerk and Bookkeeper serve as a resource to this committee as requested.
- D. The Executive Director serves as an *ex-officio* member, without vote.

II. Purpose and Accountability

A. Purpose

The purpose of the BP&F Committee is to:

- 1. Manage the financial affairs of the Presbytery pursuant to *BoO* G-3.0113.
 - 2. Consider and make recommendations to the Presbytery regarding member church requests to take action regarding real property pursuant to *BoO* G-3.0303f and G-4.0206.
 - 3. Maintain adequate insurance pursuant to *BoO* G-3.0112.
- B. The BP&F Committee is subject to the Presbytery's financial procedures regarding financial processes (*e.g.*, vouchers, monitoring committee budgets, how to apply for budgeted funds, unbudgeted funds).
 - C. The BP&F Committee is responsible to, and reports to, the Presbytery. It has a **fiduciary duty** to act in the best interest of the Presbytery. It has a **fiduciary obligation** because the Presbytery has

a special trust in the Committee to negotiate financial and property matters on its behalf and relies on the Committee to exercise its discretion and expertise in acting for the Presbytery.

III. Duties and Responsibilities

A. The Committee prepares and presents a combined Presbytery operations and missions budget by:

1. Conferring with all standing committees and officers of the Presbytery and the Executive Committee concerning their respective budget needs for the following year, including any anticipated significant revisions or events that affect their work;
2. Preparing and submitting to the Executive Committee a preliminary budget that identifies various categories of operating expenses, the recommended per capita apportionment, and anticipated receipts to fund mission projects and Cyclical San Diego initiatives;
3. Publishing the proposed budget, with the Executive Committee's recommendation for action, immediately following that Committee's October meeting;
4. Submitting the proposed budget for adoption by the Presbytery in November.
5. Coordinating with the Evangelism and Missions (E&M) Committee to provide the combined operations and mission financial reports including budgets and performance to budget.
6. Recommending usage of any Presbytery-owned property.
7. Following action of the trustees of the corporation to offer property for lease or rental, engaging and serving as the point of contact for any agency that manages rental property on behalf of the Presbytery.
8. Reviewing and making recommendations to Presbytery concerning all requests from particular congregations desiring to take property actions as described at *BoO* G-4.0206.
9. Dealing with particular churches regarding property matters, upon request.
10. Providing oversight for mission project performance to budget (*e.g.*, Presbyterian Urban Ministries (PUM)), which may include offering guidance for maintaining records and making financial reports.

11. Providing accounting and financial consulting services to any mission project or other entity of the Presbytery that receives a grant. The committee that submitted a successful application for a grant manages the reporting framework for any financial reports required by the entity that made the grant.
 12. Designating those individuals, by name and position, who are authorized to sign checks drawn on, or use debit or credit cards, or withdraw monies from accounts maintained by the Presbytery.
 13. Obtaining an annual review or audit (an audit shall be performed at least every five (5) years) of the Presbytery books by an independent public accountant (see *BoO* G-3.0113).
- B. Manages and oversees gifts and grants to the Presbytery that are managed through the funds listed below. Supports the Presbytery organization that is designated below for administration of each fund.
1. Funds maintained by the Presbytery are categorized as follows:
 - a. Permanently Restricted Funds include principal for that fund, which is permanently set aside as an endowment to produce income for the purpose stated.
 - b. Donor-restricted Funds are permanently used for the purpose stated by the donor. Both income generated by the fund and principal may be expended for that purpose.
 - c. Presbytery-designated Funds have been set aside by the Presbytery for the purpose stated, and may be changed by an act of the Presbytery.
 - d. Undesignated funds have not been allocated to a particular purpose. Such funds provide a reserve to be used through the Presbytery budgeting process. While restricted and designated funds are administered by the Presbytery committee identified in paragraph 5, below, undesignated funds are administered by the committee identified at the time the fund expenditure is authorized.
 2. Funds are maintained in investment accounts as determined by the BP&F Committee. Income (including interest) that is generated by those investments is allocated to each specific fund on a pro-rated formula for any fund that exceeds \$10,000 in principal value.
 3. BP&F exercises oversight over funds administered by the designated committee. Fund administration includes, but is not limited to:
 - a. Ensuring funds withdrawn during each year do not exceed the income unless otherwise provided for within the Presbytery's annual budget.

- b. Validating and approving any monies disbursed from funds.
 - c. Advising the Bookkeeper on the account to credit for any monies received other than those processed through the Presbytery's accounting system prior to their being made available for use through that system.
4. Disbursement of designated and other funds administered by the Presbytery is reviewed by BP&F. Specifically with regard to grant applications for Presbytery funds, BP&F has a fiduciary responsibility to the Presbytery to ensure, to the extent possible through review of documentation available:
- a. The disbursement of funds from a source (*e.g.*, a higher level council of the PC(USA)) that include restrictions on use of those funds is in strict accordance with the rules of uses for the restricted funds from that source.
 - b. The financial capabilities and stability of the intended recipient organization; this would include ability to provide any requisite matching funds.
 - c. Metrics or measurable *objective* data to determine that progress is being made over time to warrant continuation of multi-year grants.
 - d. The organization should have a realistic financial model for the planned activities to be funded by the grant. The importance of a careful, thorough review of that model is directly proportional to the amount of the grant as a percentage of the overall funds required for those activities.

5. Funds maintained by the Presbytery and designated committees for fund administration are:

a. Permanently Restricted Fund

W. James Scholarship Fund — an endowed fund for scholarship grants to Iglesia Presbyteriana Emmanuel Christian ministry students; The Iglesia Administrative Commission (AC).

b. Donor-restricted Funds

- (i) Sudanese Operating fund — funds received for operation of the Sudanese ministry; E&M Committee through the South Sudanese Steering Committee.
- (ii) Sudanese Rebuilding Hope fund — funds received for mission trips to and building churches and schools in the Sudan; E&M Committee through the South Sudanese Steering Committee.

- (iii) Committee on Ministry Benevolence Fund — donations received for support of emergency needs; Committee on Ministry (COM).
 - (iv) Disaster Relief Fund — grants received from Presbyterian Disaster Relief and local contributions received to provide disaster preparedness and relief from disasters occurring within the bounds of the Presbytery; Leadership Subcommittee through the Presbyterian Disaster Assistance Team, when active.
 - (v) William MacInnes Scholarship Fund — initially funded by memorial contributions and continued through offerings taken at ordinations and installations of teaching elders, used for **scholarships and loans** to seminary students; Committee on Preparation for Ministry.
 - (vi) Frances Klema & Wittich Fund – initially funds of the First Presbyterian Church of Honolulu, which were combined and are now designated for events, luncheons, or retreats for Presbyterian women and youth and/or youth leaders; E&M Committee.
 - (vii) PUM Operating Fund — current-year contributions and income received from fund-raising special events, all for operation of PUM; E&M Committee through the PUM Steering Committee.
- c. Presbytery-designated funds
- (i) Missional Training Grants — grant received from La Jolla Presbyterian Church for missional training events; COM.
 - (ii) Peacemaking Fund — offerings received from the Peacemaking Offering, used for peacemaking efforts; Leadership Subcommittee.
 - (iii) Vitalizing Congregations fund — funds received from the Ramona Church Fund to be used for events or programs that revitalize existing congregations and/or leadership development; E&M Committee.
 - (iv) PUM Reserve Fund — the investment account for funds set aside for PUM including carry-over income from prior years and residual balance from the Pratt-Kurz Fund upon it being disestablished; E&M Committee.
 - (v) Missional (Fallbrook) Fund — funds received from the Synod resulting from sale of its Wilshire Drive property and revenue received from sale of the Fallbrook church property, dedicated to missional “experiments”; E&M Committee as approved by the Executive Committee.

(vi) New Church Development (NCD) Fund — received from various sources to support NCD activities within the geographic bounds of the Presbytery, including any required matching funds for higher level council NCD grants; Executive Committee through the Cyclical San Diego Committee.

(vii) Cyclical SD Fund — Funds set aside in 2017 for worshiping community development under the 5-year Cyclical program; Cyclical San Diego Committee.

C. Expenditures

1. The Committee identifies funding for emergent needs that are outside the annual budget (*e.g.*, investigating committee expenses).
2. After approval of the budget by Presbytery, proposals for new programs or for expenditures of funds for unbudgeted items must be presented to the Executive Committee through the appropriate committee(s). If the Executive Committee concurs with establishing the new program or expenditure, it refers the item to the BP&F Committee. The BP&F Committee, after consultation with the committee(s), sets forth the total estimated costs and proposed source of funding.
3. Reimbursed travel for authorized Presbytery business outside the geographic bounds of the Presbytery must be approved in advance by the chair of the commission, standing committee or Executive Committee for which the travel is budgeted. Reasonable, necessary and actual travel expenses will be reimbursed after travel is complete. Travel expenses for spouses, other family members or guests will not be reimbursed. Economy or tourist-class airfares are to be used when travelling on Presbytery business. Expense reports for travel must be approved by the chair of the commission, standing committee or Executive Committee that sponsored the trip. Committee chairs' travel is approved by the Executive Director. The Executive Director's travel is approved by the Chair of the Human Resources Committee.
4. Reimbursed travel for authorized Presbytery business inside the geographic bounds of the Presbytery must be included in the budget for the commission, standing committee, or Executive Committee for which the travel occurs. Officers and members of churches may be reimbursed for travel as follows:
 - a. Travel to stated and called meetings of the Presbytery that are at a location that exceeds 80 miles from the church, as members of the Presbytery or commissioners to the meeting;
 - b. Travel to meetings of committees and commissions, as members of the committee or commission elected by the Presbytery; and
 - c. Incidental expenses such as working lunch meals or supplies required in performing the business of the entity for which the expense is incurred.

5. The Presbytery office does not issue checks that cause a budget line item to exceed the amount included in the budget approved for that year without approval of the BP&F Committee.

D. Property Management

The Committee is responsible for the following:

1. Manage and oversee all real property for which the Presbytery holds title. In instances where a congregation that is a member of this Presbytery occupies the property, all actions related to the property taken by the Committee normally are done in consultation with the session of that congregation.
2. Act as the Presbytery's representative for property of dissolved or extinct congregations, as described by Chapter 16, section VI, of this *Manual*.
3. Recommend to the Presbytery actions regarding the sale, lease or encumbrance of any real property for which the Presbytery holds title.

E. Financial Records & Reports

1. All persons handling funds of the Presbytery, its committees, and activities under the auspices or purview of the Presbytery, shall maintain records sufficient to account for the sources and expenditures of those funds, itemized by budget line items.
2. Review financial and/or property documents on behalf of the Presbytery, upon written request by the cognizant standing committee or officer of the Presbytery.
3. Financial reports by Presbytery committees, mission project steering committees ACs shall be made in sufficient detail to demonstrate that expenditures were for authorized purposes.
 - a. Reports should provide summary lines that allow direct comparison to the Presbytery's budget line items.
 - b. Reports should be in a format sufficiently like that of the approved budget for that entity to allow comparison with that document.

F. Authority to Act

The Budget Property & Finance Committee is empowered to do the following as a “commission” of the Presbytery, pursuant to *BoO* G-3.0109b, provided that all such actions are reported to the next stated meeting of the Presbytery for incorporation in its records:

Finding in order issues of encumbering congregational property (see *BoO* G-4.0206a) and leasing congregational property (see *BoO* G-4.0206b).