



## STATED MEETING

of the Presbytery of San Diego

February 15, 2022 - 3:00 pm

### Village Community Presbyterian Church

#### PRESBYTERY OFFICERS

Teaching Elder Mike Wallman – Moderator

Ruling Elder Lyn Lloyd Smith, Vice-Moderator /Moderator Elect

Ruling Elder Frances Lin –Stated Clerk

#### PRESBYTERY EXECUTIVE STAFF

Rev. John Moser, Interim Executive Presbyter

#### DIRECTIONS

**Village Community Presbyterian Church**

**6225 Paseo Delicias, Rancho Santa Fe, CA 92067**

North or South on I-5; exit at Via de la Valle and go east for several miles; turn right at the Paseo Delicias; church is on the right

North on I-15; exit at Via Rancho Pkwy, South on I-15; exit at Valley Pkwy. Go west to Del Dios Hwy, this will change to Paseo Delicias. Church will be on the right.

Please bring docket materials.

1. Commissioners requiring an excuse from the meeting should apply to the Stated Clerk via the presbytery website at [www.presbyterysd.org](http://www.presbyterysd.org)
2. Any committee chair desiring to meet with her/his committee must make arrangements with the host facility.

## **Documents to download for this meeting:**

- 1. Docket**
- 2. Minutes, November 19, 2021**
- 3. Sales Doc from Lakeside Community Presbyterian Church**
- 4. GA Delegates' Bios**

# STATED MEETING OF THE PRESBYTERY OF SAN DIEGO

Tuesday, February 15, 2022

Village Community Presbyterian Church

## Docket

2:30 p.m. Registration begins

### ASSEMBLE IN GOD'S NAME

3:00 p.m. **Call to Order & Prayer** Mike Wallman  
(in the sanctuary)

3:10 p.m. **Welcome by Host Pastor** Jack Baca

3:15 p.m. **Stated Clerk's Report** Frances Lin

### **Declaration of a Quorum; Approval of Docket & Consent Agenda**

Only a simple request is needed to remove any item from the Consent Agenda. All items removed from the Consent Agenda will be considered under the report of the committee from which the item has been removed.

### ENGAGE IN GOD'S WORK & WORSHIP

3:20p.m. **Worship-** installation of 2022 officers.

Installation of the Ruling Elder Lyn Lloyd Smith as Moderator of San Diego  
Presbytery

Installation of the Teaching Elder Sam Codington as Vice-Moderator of San Diego  
Presbytery

The Rev. Dr. Jack Baca, preaching

4:00 p.m. **Strategic Special Committee Report-Attachment A** Paul Cunningham

4:40 p.m. **Committee On Ministry** Nancy Harber

5:20 p.m. **Nominating Committee** Jamie Nelson

5:30 p.m. **Budget, Property and Finance Committee** Jim Rauch

5:50 p.m. **Ecclesiastical Committee Report** Bob Mentze

6:00 p.m. **Human Resources Committee** Judy Enns

6:10 p.m. **Interim Executive Presbyter** John Moser

6:15 p.m. **Pension Representative** Kritin Leucht

6:20 p.m. **Adjournment with Prayer** Lyn Lloyd Smith

## Report of the Stated Clerk

The Stated Clerk reports the following:

1. That pursuant to the Presbytery Manual of Operations, Part I, the following will be the corporate officers of the Presbytery in 2022:

President – Executive Committee Moderator –Mike Wallman  
Vice-President – Executive Committee Vice-Moderator –  
Secretary – Stated Clerk of the Presbytery – Frances Lin  
Treasurer – Chair of the Budget Property & Finance –Jim Rauch

### **Imbalance report:**

That the following is the imbalance report for 2022 (based on 12/31/21 totals):

Teaching Elder (Minister) members eligible to participate in Presbytery	105
Less Teaching Elders <b>not</b> participating in Presbytery	46
Net Teaching Elders participating	<b>59</b>
Ruling Elder commissioners determined by church membership	51
Ruling Elder members by office or CRE status with vote**	8
Net Ruling Elder participants	<b>59</b>
<b>Net imbalance (ruling elders over teaching elders)</b>	<b>0</b>

There are currently 105 Teaching Elder (Minster of Word and Sacrament) members of Presbytery; but 46 have been deemed to have “not participated” by virtue of not attending any of the meetings in 2021. They are subtracted from the number of those participating for the purpose of determining the imbalance. This calculation leaves 59 teaching elders active in the presbytery.

Based on 2020 statistics (the last full year with official reporting), each congregation of San Diego Presbytery is entitled to one (1) elder commissioner with the following exceptions:

La Jolla	5
Oceanside	2
Village	4
First San Diego	2
San Diego Korean	2
Palisades	2
Point Loma Community	4

Rancho Bernardo Community	3
Solana Beach	4

\*\* In addition to the ruling elders representing each congregation, the following ruling elders are enrolled as members of Presbytery based upon their election to office for 2022. They are:

- Presbytery Moderator – Lyn Lloyd Smith (Village)
- COM Committee Chair – Nancy Harber (Faith)
- Cyclical Chair – Gresham Bayne (Point Loma)
- Human Resources Committee Chair – Judy Enns (Solana Beach)
- At-Large to Executive Committee – Laura Metzger (Village)
- At-Large to Executive Committee – Delores McNeely (Christ United)

Commissioned Ruling Elders (CRE) with Presbytery membership and vote are:

- Jpetul J’ernantes (Solana Beach)
- William Tut (Sudanese)

**Necrology Report:**

The following is the necrology report for members of San Diego Presbytery in 2021:

- Rev. Willard James passed away on January 15, 2021
  - Rev. Roger Williams passed away on January 15, 2021
  - Rev. Dr. Mikel Taxer passed away on April 19, 2021
  - Rev. Donald Edic passed away on May 16, 2021
  - Rev. Wayne Hoffmann passed away on August 16, 2021
5. The offering collected at the Presbytery meeting Nov. 19, 2021 totaled \$269.00 and was given to Cyclical Fund.
  6. 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 I.

Frances Lin, Stated Clerk

## Consent Agenda

### **The Stated Clerk recommends the following:**

That the proposed minutes of the Presbytery Stated meeting on November 19, 2021 be approved.

### Business to be presented and/or VOTED on the floor

#### **1. Strategic Special Committee Recommendations-Attachment A**

#### **2. Committee on Ministry Recommends the following:**

- Approval of the Rev. Candice Richey Womac to serve as the associated pastor of Solana Beach Presbyterian Church (Attachment B for Statement of Faith and Terms of Call)
- Approval of the transfer of membership of the Rev. Katie Hatlevig from the Twin City Presbytery. (Attachment C for Statement of Faith)

#### **3. The Nominating Committee recommends the following:**

- General Assembly Commissioner for 225<sup>th</sup> General Assembly to be held using hybrid model with both online and in-person meetings in Louisville, June 18, 2022-July 9, 2022  
- Bios published at <https://www.presbyterysd.org/meeting>
  - Rev. Dr. Mike Wallman (Grace Vista)
  - Rev. Sam Codington (Faith)
  - Ruling Elder Lyn Lloyd Smith (Village)
  - Ruling Elder Delores McNeely (Christ United)
  - Young Adult Advisory Delegate-Daniel Presa (Village)
- Executive Director Search Committee
  - Rev. Dr. Chris Lenocker (Point Loma)
  - Rev. Kim Dawsey-Richardson (First El Cajon)
  - Rev. Sam Codington (Faith)
  - Rev. Bill Sperry (Pacific Beach)
  - Ruling Elder Holly Nolan (Westminster, Escondido)
  - Ruling Elder Delores McNeely (Christ United)
  - Ruling Elder Garrett Merrill (Christ La Costa)
- Ecclesiastical Committee-Ruling Elder Laura Metzger, Class of 2024
- Cyclical Committee-Ruling Elder Gresham Bayne, Class of 2023

#### **4. Budget Property and Finance Committee Recommends the following:**

- The approval of the joint usage agreement between Mira Mesa Presbyterian Church and the Korean United Presbyterian Church (Attachment D)
- The Approval of the Sale of the property from Lakeside Community Presbyterian Church (Document Sent Separately)

#### **5. Ecclesiastical Committee**

- Recommends The endorsement of Overture -055 (Attachment E)
- Report of the Stated Clerk Evaluation and states its recommendation.

## Attachment A

### RECOMMENDATIONS RELATED TO THE WORK OF SD PRESBYTERY COMMITTEES

#### A) BUDGET, PROPERTY AND FINANCE

**1. We recommend SD PRESBYTERY contract with an outside property manager/s (could be another Church in the Presbytery) to assist with the property management of the current properties that the Presbytery now oversees. This “property manager” would work with Presbytery staff (ED or Stated Clerk) and BPF.**

**2. We recommend setting up a process where all current properties overseen by the Presbytery would be evaluated by a “neutral” outside advisor about annual operating costs, annual deferred maintenance costs, zoning, etc... This advisor would report back to BPF about actual costs of maintaining properties that the Presbytery currently oversees.**

This process would be able to be used in the future for other properties that might need to be overseen by the Presbytery.

**3. We recommend that if the ongoing costs of maintaining a property would negatively impact SD Presbytery’s finances, or if a church decides to no longer be chartered, then the Real Estate Task Force consider options for the property which would include, but not be limited to: leasing, planting a new church, or sale.**

**4. We recommend that if interest is expressed by an outside group in a property currently overseen by the Presbytery, the Real Estate Task Force and ED be given permission to engage in further conversations with the interested party.**

5. The Real Estate Task Force should have at least one member of BPF and COM. Individuals should not only have some background in real estate, but also have some proven capacity in strategic visioning regarding the usage of property.

## **B) CYCLICAL**

### **1. We recommend that CYCLICAL and the annual allocation of \$100,000 be extended through December 2023 with a full assessment being done in the Fall of 2023.**

Cyclical has approximately \$200,000 remaining of the \$500,000 (5 year grant) that was anticipated to last through the end of 2021.

This assessment will be led by the ED and the Advisory Cabinet. This gives one more year to work on church planting which is one of our strategic initiatives.

We recognize that Covid has impacted the starting of new worshipping communities.

### **2. We recommend that Cyclical Committee come up with clear metrics and guidelines that will be shared with SD Presbytery about the process of planting new churches.**

The language of starting to chartering was used by the Cyclical leadership. We recommend that guidelines be established that help move church discerners and starters along a path of chartering a new worshipping community.

### **3. We recommend that the CRE process for “church planters” fall under the leadership of Cyclical who will work with COM and CPM to ensure that CRE candidates are trained and commissioned.**

There should be a separate CRE process not overseen by Cyclical for those who want to become CRE's, but are not planting churches.

### **4. We recommend Cyclical come up with guidelines for how new worshipping communities will be chartered. This would include bylaws, chartering documents and whatever else is needed and would be shared with the Presbytery.**

## **C) DISCERNING AND VITALIZING (D/V)**

### **1. We recommend that Evangelism and Mission Committee be replaced with the Discerning and Vitalizing Committee.**

This ties into our strategic plan initiatives of discerning and vitalizing and sets up a committee to do this work.

One of the directives in our last strategic plan was to help vitalize churches. This originally fell under the direction of E/M, but never really fully developed. This committee would work on two of the four initiatives of the Presbytery.

A new set of standing rules will need to be written in order for this committee to become fully functional, although the word vitalizing is already included in the E/M bylaws.

### **2. We recommend D/V Committee be allocated up to \$100,000 from SD Presbytery Investment Fund through December 2023 to offer small grants that would help vitalize existing congregations.**

We had a process for something like this many years ago where churches could apply for seed grants to help them with a new mission endeavor. These grants would be evaluated by the committee to ensure they are helping to bring vitalization to a church community. These grants could include paying for staff.

The ED would work directly with this committee



We commend the document “Discerning a Congregation’s Future” when it is adopted by the Executive Committee/Presbytery.. This will serve as helpful tool for the D/V Committee.

**D) FINANCIAL IMPLICATIONS**

**1.) We recommend that Presbytery approve spending up to 15% (\$346,000) of our investment fund and returns per year for the next three years in order to pay for these and other changes.**

The investment fund had \$2,307,000 at the end of 2021.

The current budget calls for an approximately 9% draw from investment fund (\$196,000)

**E) STRATEGIC PLANNING SPECIAL COMMITTEE**

**1) We recommend that the Strategic Planning Special Committee continue serving until a new Executive Director is hired.**

**Members of Strategic Planning Committee are:**

<b>Sam Codington – Teaching Elder</b>	<b>Faith</b>
<b>Paul Cunningham - Teaching Elder</b>	<b>La Jolla</b>
<b>Erica Johnson – Ruling Elder</b>	<b>Palisades</b>
<b>Delores McNeely – Ruling Elder</b>	<b>Christ United</b>
<b>Karla Shaw - Teaching Elder</b>	<b>Point Loma</b>

This would allow for the Interim EP to hear more fully the thoughts of the Strategic Planning Committee and work on implementing appropriate initiatives as the Presbytery looks for a new Executive Director. The concern is that we will lose energy if we wait until a new ED gets to San Diego.

**F) RESTRUCTURING OF OTHER COMMITTEES** – This needs to happen, but we believe it is beyond our scope to fully figure it out. This needs to be done with the help of a new ED and each committee’s work should tie into the mission of planting churches, vitalizing churches, discerning with churches, and aligning our polity to be more mission focused.

## **Attachment B**

### Statement of Faith

Candice Richey Womack

I confess that there is one eternal God who is the maker of all creation, from the heavens above to the earth below, and the one and only God to whom I may rightly offer my undivided worship. God is three persons with one divine nature, revealed as Word made flesh in the Son, acting in one accord with the Father, and stirring us to faith through the love of the Holy Spirit. Humankind has been created for intimacy with God, woman and man made to image their Creator and freely experience the fullness of an intimate friendship with God. I also confess that humanity has rebelled from God's perfect and loving plan and that because of our rebellion we experience chaos and brokenness apart from our created intimacy with God, losing true and life-giving freedom. We have all been damaged and burdened by the fall and are unable to save ourselves from our own broken condition. But our loving God is actively at work in the world to bring restoration to our brokenness. The good news of salvation is that we have been justified by faith in Jesus Christ. Our salvation is a gift that has been freely given to us through God's grace and it is nothing that we can achieve on our own. All salvation is worked out and accomplished in and through Jesus Christ who walked among us as fully human and fully God. It is only through God's grace--manifested in Christ's death on the cross and his resurrection three days later—that we receive the hope of our salvation. There is one Church universal, the body of Christ, who worships and embraces Jesus Christ in true faith and who confesses Christ as head. We belong to God and in Christ we belong to one another, living in covenant with God and one another as God's special people. Christ is the vine, and we are the branches; intimately connected to Christ and called by God to make known the good news in the world, being witnesses to God's work of redemption through the Holy Spirit and participating in God's continuing work of reconciliation and restoration in a broken humanity and earth. The two sacraments of baptism and the Lord's Supper express the promises and love of God, connecting us to Christ and joining us together as the Church. Through the work of the Holy Spirit, Scripture helps to shape our lives as salt and light and re-forms us into the likeness of Christ. Scripture is the inspired word of God which awakens and stirs us throughout the centuries and within the contexts we find ourselves in while gathering diverse people and histories under the hope-fueled message of Christ. We are called as followers of Christ to participate in the reconciliation of the world, living in the 'already and not yet' kingdom, acting as light in a dark and lonely world that is desperately in need of the love of Christ.

# Terms of Call Candice Womack

## Solana Beach Presbyterian Church

<b>Personal Compensation</b>	<b>Starting 4/1/22</b>
Total Base Salary (includes housing allowance)	\$89,300
Travel/Auto Allowance (\$300/month)	\$3,600
<b>Total Effective Salary* (See worksheet on the next page)</b>	<b>\$92,900</b>
Pension/Major Medical	
• Dues to Board of Pensions Benefits Plan	\$34,373
<b>Compensation NOT INCLUDED in effective salary</b>	
Reimbursable Professional Expenses	
• Continuing Education Expenses	\$1,000
• Medical Deductible	\$3,000
• Other Professional Expenses (i.e. books, personal business expense, entertainment)	\$1,000
<b>TOTAL Reimbursable Professional Expenses</b>	<b>\$5,000</b>
Vacation Time (30 calendar days including normal days off)	30 days
Continuing Education Time (2 weeks is minimum, cumulative to 6 weeks)	2 weeks

## **Attachment C**

### **Statement of Faith**

**Katie Hatlevig**

God is relational and the one who journeys with us throughout our lives. It is through this relationship that we grow and transform.

This relationship is shown to us in the Trinity, three persons in one God, who are beyond time, space, and our complete understanding, yet are intimately involved in the world and with all of humanity. The three distinct persons of God interact in a fellowship of love that brings transformation to all of creation. It is the demonstration of Godly community that we are called to be a part of and is what brings transformation in our own lives.

Creator God, who made all things, created people in God's beautiful and loving image, to be in relationship with God, themselves, and with others. Yet our humanity, the brokenness of this world, caused this relationship to deteriorate. That is when suffering entered into the world. God knew that people would need the Holy to walk with them in their suffering, to experience their pain and grief. So God sent Jesus Christ, God's Son, to walk amongst creation. Jesus, fully human and fully God, entered into the complete experience of humanity - the joy and the sorrow. It was through Jesus' death and resurrection that God restored a way for humanity to enter back into this holy relationship.

It is in the suffering, where many people experience the Holy Spirit, God's presence that walks with them. The Spirit draws us into a relationship with the Holy, that teaches us, calls us to reform, challenges us, and ultimately restores us in our relationship with God, ourselves, and others. It is this Spirit that walks with us in the suffering and calls us to live our lives boldly. It is this spirit that inspired Scripture and that continues to illuminate God's word to the world that we live in. It is the spirit that creates the community of God and continues to guide it.

God knew that we were going to need reminders of this holy relationship. Baptism, an outward sign of what God has already done; God's new covenant with us, a covenant that adopts us into God's loving community, where God calls us beloved. The Lord's Supper pulls us into community with God. Where we stand with all the saints, past, present, and those to come, where all are welcomed. It is there we remember Christ's death and resurrection and we are called to forgive and reconcile. We come together and experience a taste of what all of eternity will be like at God's table.

That is where we learn how to be the church, the body of Christ, demonstrating to the world God's reconciliation and restoration of relationship. We the church are called to do the hard work of ending suffering, healing the pain, learning to forgive, living out that perfect relationship that God demonstrates to us. Just as God journeys with us, we journey with one another, becoming God's hands and feet, to reach out in love, participate in reconciliation, and work with God, to actually bring about peace, justice, and love within the world.

**Attachment D**  
**USE AGREEMENT**

This Use Agreement (“**Agreement**”) is made and entered into as of \_\_\_\_\_, 2021 (“**Effective Date**”), by and between MIRA MESA PRESBYTERIAN CHURCH (U.S.A.), a California nonprofit corporation (“**MMPC**”), and KOREAN UNITED PRESBYTERIAN CHURCH OF SAN DIEGO, INC., a California nonprofit corporation (“**KUPC**”), with reference to the following facts:

A. MMPC is the owner and/or occupant of certain real property located at 8081 Mira Mesa Boulevard, in the City of San Diego, State of California (“**Church Property**”), more particularly described on **Exhibit A** attached hereto, consisting of a church sanctuary building (“**Existing Church Building**”), a parking lot, and other structures, improvements and landscaping (collectively, “**Existing Church Facilities**”). The term “Existing Church Facilities” does not include the existing pre-school on the Church Property (“**Existing Pre-School**”).

B. KUPC is a church and wishes to construct a building on the Church Property, which will serve as an additional church sanctuary building (“**New Church Building**”), as depicted on the site plan on **Exhibit B** attached hereto. KUPC also wishes to use the Existing Church Facilities. The Existing Church Facilities and the New Church Building are referred to collectively as “**Campus**” or “**Premises**” as the context may so dictate.

C. MMPC and KUPC may be also referred to as a “Party” individually, or “Parties” collectively, as appropriate within the context of this Agreement.

D. The Parties have agreed to enter into this Agreement to govern the terms and conditions of the Parties’ concurrent use of the Campus.

NOW, THEREFORE, the Parties hereto agree as follows:

**Right of Entry and Permitted Use.** MMPC hereby grants to KUPC the nonexclusive right to enter upon the Premises and use the Campus during the Term (as defined below) of this Agreement. KUPC shall only use the Campus for holding church services and such other uses related thereto. It is understood that MMPC has the nonexclusive right to also use the Campus, including the New Church Building.

**Use Fee.** In consideration for KUPC’s construction of the New Church Building at KUPC’s sole cost and expense, MMPC shall not charge any fee (“**Use Fee**”) for the use of the Campus during the Term of this Agreement.

**Term of Use Agreement.** The term of this Agreement (“**Term**”) shall be for a period commencing on the last day of the month in which Completion of Construction (defined below) occurs (“**Commencement Date**”) and ending on the date that is ninety-nine (99) years after such Commencement date (“**Termination Date**”). To illustrate, if Completion of Construction occurs on August 18, 2022, then the Commencement Date would be August 31, 2022, and the Expiration Date would be (and the Term would run through) August 31, 2121.

**Parking.** KUPC, its guests and invitees shall have the right to use the parking lot during the hours of its services as agreed upon by both Parties in writing. The KUPC shall not use the parking lot or exterior areas for meeting or storage purposes and shall not park vehicles in the parking lot overnight or for periods longer than the hours agreed upon for its use, except if other specific arrangements have

been agreed to in advance and in writing by both Parties.

**Keys.** MMPC and KUPC shall each be furnished with a set number of keys to the Campus as determined by the Parties at the Completion of Construction, which keys shall not be duplicated by either party (unless the party seeking to duplicate the keys receives prior written consent from the other party) and shall remain in the sole custody of the Parties, at all times. If a key to the Campus is lost or misplaced by either party at any time during the Term, the party that misplaced the key shall immediately notify the other party of such loss and shall bear the full expense incurred in connection with re-keying the Campus.

**Construction of the New Church Building.**

At KUPC's sole cost and expense, KUPC shall be responsible for constructing the New Church Building on the Church Property ("New Church Building Construction"). KUPC shall provide MMPC with not less than thirty (30) days prior written notice of the commencement of the New Church Building Construction. The New Church Building Construction shall be completed in accordance with the requirements described in Exhibit C, attached hereto, and shall include an MMPC pastor's office and shared reception space. At all times during the New Church Building Construction, KUPC shall carry "Special Form Causes of Loss" or "Builder's All Risk" insurance in an amount reasonably determined by MMPC covering the construction of such New Church Building Construction and such other insurance as MMPC may reasonably require.

During the New Church Building Construction and until the Commencement Date, any alterations to the New Church Building which are required by reason of any present or future law, ordinance, rule, regulation or order of any governmental authority having jurisdiction over the New Church Building or of any insurance company insuring the New Church Building, and regardless of whether or not such alteration pertains to the nature, construction or **structure** of the New Church Building or to the use made thereof by KUPC, shall be at the sole cost of KUPC.

From the Commencement Date, any alterations to the New Church Building which are required by reason of any present or future law, ordinance, rule, regulation, or order of any governmental authority having jurisdiction over the New Church Building or of any insurance company insuring the New Church Building, shall be borne equally by both Parties. Provided however, MMPC shall not be responsible for any required alterations that were caused by the New Church Building Construction.

From the Commencement Date, any alterations to the Existing Church Facilities which are required by reason of any present or future law, ordinance, rule, regulation, or order of any governmental authority having jurisdiction over the Existing Church Facilities or of any insurance company insuring the Existing Church Facilities, shall be borne equally by both Parties.

**Operations and Maintenance of Campus.** The Parties hereby acknowledge and agree that they shall attempt to achieve consensus in all matters related to the operations and maintenance of the Campus. The Parties shall use reasonable efforts to maintain the Campus in a good, clean and safe condition, including making required repairs to, the following: the interior of the Campus, interior and exterior doors, roof, exterior walls, structural foundations, electrical wiring, plumbing and heating, ventilating and air conditioning installations, and any other system or equipment serving the Campus maintain and repair the roof, exterior walls and structural foundations (including retrofitting required by governmental authorities) of the Campus. The Parties shall also use reasonable efforts to

maintain in a good, clean, and safe condition the areas adjacent to the Campus, such as sidewalks, driveways, lawns, and landscaping. The foregoing costs and expenses related to the maintenance and repair of the Campus shall initially be borne by MMPC and KUPC equally during the first year. However, after the first year, use by each Party for the previous year shall be reviewed annually and if one Party was clearly responsible for greater than fifty (50) percent of Campus use during the previous year, costs and expenses for the current year will be shared in proportion to Campus use by each Party during the previous year. Commencing on the first anniversary of the Commencement Date, the budget for the maintenance and repair costs for the following years shall be based on the financial information from the previous year, plus reasonably anticipated costs, and expenses. No material improvement or alteration of the Campus shall be made without the prior written consent of each party. Furthermore, in the event that consensus cannot be reached as to any of the matters in this Section 7, after a reasonable period for discussion, the MMPC Session shall have the tie-breaking vote in such situations related to operations and maintenance of the Campus.

**Management of Campus.** During the Term of this Agreement, MMPC and KUPC shall appoint and delegate authority to committee members to manage the operations and maintenance of the Campus (“**Facilities Management Committee**”) in the manner specified in and in accordance with **Exhibit D**, attached hereto and incorporated herein. If a policy issue arises that may also affect operations and maintenance of the Campus, the MMPC Session and KUPC Session must confer and agree upon its resolution before any operations and maintenance action related to such issue can be taken by the Committee.

**Rental and Sale of Shared Property; Rental Income.**

**Rental.** MMPC shall have the sole right to decide regarding the rental of the Existing Church Facilities, including the Existing Pre-school. KUPC shall have the sole right to decide regarding the rental of the New Church Building; provided however, (i) MMPC shall use commercially reasonable efforts to ensure that renting any portion of Existing Church Facilities will not have a material adverse effect on the use or operation of the New Church Building or Campus and (ii) KUPC shall use its commercially reasonable efforts to ensure that renting any portion of New Church Building will not have a material adverse effect on the use or operation of the Existing Church Facilities or the Campus. Any disagreements between the Parties regarding the rental of the Existing Church Facilities or the New Church Building shall be resolved by the Facilities Management Committee pursuant to Section 8 above.

**Rental Income.** Any rental income or other related income generated by the Existing Church Facilities, including the preschool, shall be retained solely by MMPC. Any rental income or other related income generated by the New Church Building shall be retained solely by KUPC.

**Sales of Shared Property.** Any sale of shared real property must be approved in writing by both Parties and the Presbytery of San Diego.

**Signage.** KUPC shall, at KUPC’s sole cost and expense, erect a sign around the exterior of the New Church Building, subject to MMPC’s written approval of said sign, which may be withheld in MMPC’s reasonable discretion. KUPC’s sign shall at all times be (i) equal in size with MMPC’s sign on or around the Existing Church Building, if any (ii) separately identifiable from MMPC’s sign around the exterior of the Existing Church Building; and (iii) in compliance with any and all applicable requirements, including but not limited to those of the City of San Diego. Except for those signs which are

(a) provided for in approved plans and specifications in or a scaled drawing submitted by KUPC and approved in writing by MMPC, and (b) which comply with governmental requirements, KUPC shall not erect, place, paint or maintain in or on the New Church Building, any sign, or any other object of any kind whatsoever, visible or audible outside the New Church Building. Nor shall KUPC change the color, size, location, composition, wording or design of any sign associated with the New Church Building that may have been theretofore approved by MMPC and governmental authorities without the prior written approval of MMPC and said authorities. KUPC shall, at KUPC's sole cost and expense, maintain all installations and signs which it is permitted by MMPC to install, and shall pay all charges required to keep them in good repair. Upon the expiration of the Term or earlier termination of this Agreement, KUPC shall, at KUPC's sole cost and expense, remove or cause to be removed KUPC's exterior sign or signs and restore the New Church Building to the condition that existed before the installation of KUPC's exterior sign or signs, reasonable wear and tear excepted. The provisions described in this section apply to both permanent and temporary signs.

**Condition of Campus; Utilities.** MMPC and KUPC shall keep the Campus in good order and condition subject to reasonable wear and tear. Neither party shall alter, nor damage or destroy, any portion of the Campus and each party shall be responsible for the repair or replacement of any damage caused by their respective guests, agents, employees, and invitees. KUPC shall not make any alterations, improvements, or installations in or to the Existing Church Building without the prior written consent of MMPC, which consent may be withheld in MMPC's sole and absolute discretion. MMPC shall not make any alterations, improvements, or installations in or to the New Church Building without the prior written consent of KUPC, which consent may be withheld in KUPC's sole and absolute discretion. At the Termination Date, KUPC shall remove all of KUPC's personal property, including without limitation KUPC's computers, servers, files and other items located in the Campus, and surrender the Campus in the condition required hereunder. Any damage caused to the Campus by such removal shall be repaired by KUPC in a good and workmanlike manner, at KUPC's sole cost and expense. KUPC shall vacate and secure the Campus, remove its trash from the Campus, check and lock each door of the Campus, and activate any existing security alarm at the end of each period of its occupancy. MMPC and KUPC shall be responsible for all clean-up costs and other remedial measures reasonably incurred as a result of each party's use and occupancy of the Campus.

KUPC shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the New Church Building, together with any taxes thereon. MMPC shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Existing Church Building, together with any taxes thereon. If any such services are not separately metered or billed between the Existing Church Facility and the New Church Building, each party shall pay a reasonable proportion, to be determined and agreed upon in advance between the Parties, of all charges jointly metered or billed. Any disagreements between the Parties regarding the utilities of the Existing Church Facilities or the New Church Building shall be resolved by the Facilities Management Committee pursuant to Section 8 above.

**Insurance.** KUPC shall maintain, at its sole cost and expense, comprehensive general liability insurance coverage with limits of not less than One Million Dollars (\$1,000,000) combined single limit, bodily injury, death, and property damage liability per occurrence, as well as any additional insurance reasonably required by MMPC. KUPC shall also obtain and maintain in effect during the term of this Agreement insurance coverage for its personal property and equipment, if any, that will be kept or stored by KUPC on the Premises, and MMPC shall have no responsibility for any losses thereto. The above-referenced policy of liability insurance shall name MMPC as an additional insured party under



said insurance; shall insure on an occurrence and not a claims-made basis; shall be issued by insurance companies which have a rating of not less than (i) a policy rating of A and (ii) financial category rating of at least Class X in “Best’s Insurance Guide”; shall not be cancelable for nonpayment of premium unless thirty (30) days ’prior written notice shall have been given to MMPC from the insurer; and shall state that such policy is primary and non-contributing with any insurance carried by MMPC. A certificate of insurance showing the limits of coverage required hereunder and showing MMPC as an additional insured shall be delivered to MMPC for its review and approval prior to the Commencement Date. KUPC shall, at least twenty (20) days prior to the expiration of any such policy, furnish MMPC with renewal certificates. Each of the Parties to this Agreement hereby waives any and all rights of recovery against the other or against the officers, directors, partners, members, trustees, employees and shareholders of the other, on account of loss or damage occasioned to such waiving party or its property or any property of others under its control to the extent that such loss or damage is insured under the insurance policy or policies required to be maintained pursuant to this Agreement. The Parties will each, upon obtaining the respective property policies of insurance required under this Agreement, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement and obtain from the respective carriers an endorsement waiving any right of subrogation in favor of the insurer. MMPC, in its sole and absolute discretion, may elect, as an alternative to KUPC obtaining the insurance described above, to modify its existing insurance policy (“**MMPC’s Existing Insurance Policy**”) and add KUPC as an additional insured during the New Church Building Construction and thereafter during KUPC’s occupancy of the Campus, for the entirety of the Term. If MMPC elects this option, KUPC shall be responsible for the payment of all additional costs incurred as a result of the modification of MMPC’s Existing Insurance Policy (“**Additional Insurance Cost**”). KUPC shall pay to MMPC, as an operating expense, the Additional Insurance Cost, in a timely manner, as determined by MMPC in its sole and absolute discretion.

**Termination.** In the event that either party has violated any terms and conditions of this Agreement, upon notice of such violation from the party not in violation, the party in violation shall have thirty (30) days to cure the violation, or if a cure cannot be reasonably completed within such 30-day period, then the party in violation shall commence to cure the violation within such 30-day period and thereafter complete the cure within a reasonable amount of time (“**First 30-Day Period**”). If the party in violation either fails to cure or commence to cure within the First 30-Day Period, the party not in violation shall notify the Presbytery of San Diego of such violation. The party in violation shall have an additional thirty (30) days to cure or commence to cure the violation after the Presbytery of San Diego has been notified (“**Second 30-Day Period**”). If the party in violation either fails to cure or commence to cure within the Second 30-Day Period, then either party shall have the right to immediately terminate this Agreement by delivering written notice of termination to the other party, and all covenants and obligations of the Parties applicable to the period prior to such termination shall survive any such termination. In the event that there is a merger between MMPC and KUPC, this Agreement shall terminate automatically.

**Release from Liability; Indemnification; Supervision.** KUPC hereby releases MMPC from liability for any and all claims of damages resulting from or arising during KUPC’s use and occupancy of the Campus and its access ways and common areas. KUPC shall indemnify, defend, and hold harmless MMPC, its officers, directors, agents, employees and independent contractors, from and against any and all liability, claims, damages or losses, including court costs and attorneys ’fees, arising out of or related to KUPC’s exercise of the rights granted herein. MMPC shall not be responsible for supervising

or controlling the use of the Campus by KUPC; provided, however, MMPC's own use of the Campus shall not be deemed to constitute supervision or control by MMPC. Also, MMPC hereby releases KUPC from liability for any and all claims of damages resulting from or arising during MMPC's use and occupancy of the Campus and its access ways and common areas. MMPC shall indemnify, defend, and hold harmless KUPC, its officers, directors, agents, employees and independent contractors, from and against any and all liability, claims, damages or losses, including court costs and attorneys' fees, arising out of or related to MMPC's exercise of the rights granted herein. KUPC shall not be responsible for supervising or controlling the use of the Campus by MMPC; provided, however, KUPC's own use of the Campus shall not be deemed to constitute supervision or control by KUPC.

**Surrender**. KUPC agrees that it will keep the Campus in substantially the same condition as received on the Commencement Date, and will, at the Termination Date or other earlier termination of the term of this Agreement, surrender and deliver up the same in like condition, wear and tear associated with normal church or office use and damage by the elements, condemnation, fire, and other casualty excepted. Failure to so timely surrender the Premises on or before the Termination Date shall render KUPC an occupant at sufferance, and KUPC shall be liable for use and occupancy charges, in an amount reasonably determined at such time by MMPC.

**Notices**. All notices required to be given in accordance with this Section shall be in writing, addressed to the recipient party at the address listed below, and: (i) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States mail; (ii) sent by a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such overnight courier; or (iii) sent by email, or similar means, provided that a copy of the notice is also sent by certified mail, in which case notice shall be deemed delivered on transmittal by email or other similar means provided that a transmission report or email is generated reflecting the accurate transmission of the notices. Each party's address for notices under this Agreement is set forth below:

(i) If to MMPC: Mira Mesa Presbyterian Church (U.S.A.)  
8081 Mira Mesa Boulevard  
San Diego, CA 92126  
Attention: Clerk of Session  
Email: [mmpcusa@sbcglobal.net](mailto:mmpcusa@sbcglobal.net)

(ii) If to KUPC: Korean United Presbyterian Church of San Diego  
8081 Mira Mesa Boulevard  
San Diego, CA 92126  
Attention: Clerk of Session  
Email: [sdkupc@gmail.com](mailto:sdkupc@gmail.com)

**Governing Law and Attorneys' Fees**. This Agreement shall be governed by and construed under the laws of the State of California. In the event of any controversy, claim or dispute relating to this Agreement or the breach hereof, the prevailing party shall be entitled to recover from the losing party reasonable costs, expenses, and attorneys' fees.

**Entire Agreement**. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all other prior and contemporaneous agreements,

representations, negotiations, and understandings of the Parties, oral or written, are hereby superseded and merged herein.

**Time of the Essence**. Time is of the essence of each and every provision of this Agreement.

**Counterparts**. This Agreement may be executed in any number of counterparts and/or by means of electronic delivery, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

**Amendments**. No change in or addition to this Agreement or any part hereof shall be valid unless in writing and signed by both parties hereto.

**Interpretations and Definitions**. The Parties hereto agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto or thereto. If any provision of this Agreement is made unenforceable, such shall not affect the enforceability of any other provision hereof.

**Compliance with Laws**. KUPC agrees that it will not use the Campus for any unlawful purposes and will obey all laws, rules, regulations of governmental authorities while using the Campus.

**Authority**. The terms of this Agreement are subject to the prior review and approval by the Presbytery of San Diego and higher councils of the Presbyterian Church USA (PCUSA). Each of the Parties to this Agreement represents and warrants that it has full power and authority to execute and fully perform its obligations under this Agreement pursuant to its governing documents, and that the person executing this Agreement on its behalf is a duly designated agent authorized to do so.

**Non-Assignability**. Neither this Agreement, nor any interest herein, shall be assigned, transferred, hypothecated, or otherwise conveyed by KUPC without the prior written consent of the Presbytery of San Diego and MMPC, which may be granted or withheld in either one's sole discretion. Any such attempted conveyance in violation of this provision shall be void. Also, neither this Agreement, nor any interest herein, shall be assigned, transferred, hypothecated, or otherwise conveyed by MMPC without the prior written consent of the Presbytery of San Diego and KUPC, which may be granted or withheld in either one's discretion. Any such attempted conveyance in violation of this provision shall be void.

**Exhibits**. All exhibits attached hereto and referred to herein are expressly incorporated herein by this reference.

**Relationship of the Parties**. This Agreement creates a license, and not any easement, lease, or other interest in real property. Without limiting the generality of the foregoing, the Parties expressly disclaim any joint venture or partnership relationship and any landlord-tenant relationship, and the Parties agree that the California unlawful detainer law shall not be applicable to the enforcement of this Agreement by MMPC.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

**MMPC:**

MIRA MESA PRESBYTERIAN CHURCH (U.S.A.), a California nonprofit corporation

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

**KUPC:**

KOREAN UNITED PRESBYTERIAN CHURCH OF SAN DIEGO, INC., a California nonprofit corporation

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PREMISES**

Real property located in the City of San Diego, County of San Diego, State of California, described as follows:

LOT 7 OF MIRA MESA VERDE CHALET, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 7931, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, APRIL 30, 1974.

APN: 311-310-73-00

**EXHIBIT B**

**NEW CHURCH BUILDING SITE PLAN**

[To be attached when approved]

## EXHIBIT C

### **NEW CHURCH BUILDING CONSTRUCTION**

#### **1. Completion of Construction.**

1.1. KUPC shall use its best efforts to complete the New Church Building construction and have it certified for occupancy (“Completion of Construction”) by the date which is twenty-four (24) months after the groundbreaking and initial site work (“**Commencement of Construction**”), subject to reasonable delays caused by any of the following (“**Force Majeure**”): (i) acts of MMPC that unreasonably and materially interfere with the performance of KUPC’s obligations; (ii) governmental moratoria, delays in obtaining required approvals or delays in the performance of other acts to be taken by governmental entities; (iii) rain, floods, earthquakes, fires, or other casualties; (iv) acts of war or terrorism; (v) acts of God; or (vi) insurrection, strikes, lockouts, walk-outs, riots, boycotts, or similar obstructive actions; or (viii) any other cause beyond the reasonable control of KUPC, excluding shortages of funds.

1.2. Should KUPC require more time than the 24-month period for the Completion of Construction, KUPC shall provide prior written notice to MMPC, which shall include the timeframe KUPC anticipates the Completion of Construction to occur. MMPC shall then have the right to approve, at its sole discretion, the revised timeframe for Completion of Construction, and if disapproved, MMPC shall have the right, but not the obligation to terminate this Agreement or negotiate different terms for the Completion of Construction, all of which shall be memorialized in a writing signed by the parties.

#### **2. KUPC’s Plans and Specifications.**

2.1. KUPC shall engage an architect selected by KUPC to prepare, at KUPC’s sole cost and expense, and deliver to MMPC, fully dimensioned ¼-inch scales plans indicating KUPC’s specific requirements for the New Church Building, including but not limited to showing clearly the exterior building, interior partitions, lighting, electric outlets, floor covering, exterior signage, interior finishes, materials and colors, MMPC Pastor’s office, shared reception space and other specific requirements of KUPC, all in conformity with (a) all applicable laws and (b) KUPC’s construction plans under Paragraph 2.2 of this Exhibit (“**Preliminary Construction Plans**”).

2.2. For purposes of mitigating any impacts on MMPC’s operation on the Existing Church Facilities and Pre-School, MMPC’s representative shall have the right to attend all design and construction meetings to provide input on the Preliminary Construction Plans. KUPC shall implement MMPC’s input, including but not limited to input from the representatives of the Existing Pre-School in connection with the playground space. KUPC shall also prepare a plan to mitigate impacts on MMPC associated with the New Church Building Construction, which shall address dust, noise, access/size/use of the

playground, access to parking/pick-up/drop-off areas, safety of children and staff, licensing requirements, and the missional activities of MMPC and KUPC. The Preliminary Construction Plans shall be provided to MMPC for review and consent prior to KUPC's submittal to the City of San Diego and any other governmental authority having jurisdiction. MMPC's consent regarding the Preliminary Construction Plans shall create no responsibility or liability on the part of MMPC for their completeness, design sufficiency, or compliance with any laws, rules and regulations of governmental agencies or authorities. Upon consent of MMPC (which is separate from the City of San Diego's approval), and the approval of the City of San Diego, and any other governmental authorities with jurisdiction, of the foregoing requirements, KUPC's Construction Plans will be called "**Approved KUPC Construction Plans**". The Approved KUPC Construction Plans must include mitigation efforts to limit severe noise issues during operating hours for the Existing Pre-School. In the event that the City of San Diego or other governmental agency or authority requires any material changes to the Preliminary Construction Plans, as previously reviewed and approved by MMPC, MMPC shall have the right and the opportunity to review and consent to such changes, which consent shall not be unreasonably withheld, prior to the Preliminary Construction Plans becoming Approved KUPC Construction Plans.

2.3. Upon MMPC's consent establishing the Approved KUPC Construction Plans, KUPC shall with due diligence use its best efforts to complete the plan check, permitting and licensing processes of the County of San Diego, City of San Diego, and any other governmental authority having jurisdiction.

2.4. Upon approval from the City of San Diego and any other governmental authority having jurisdiction of the Approved KUPC Construction Plans (including MMPC's approval of any material changes required by the City of San Diego or other governmental authority), but not before, KUPC shall immediately proceed with due diligence, at its own expense, to prepare a budget for the total cost of KUPC's construction, including labor, materials and the contractor costs ("**Budget**"). MMPC shall have the right to review the Budget.

2.5. No material changes, modifications, or alterations in Approved KUPC Constructions Plans shall be made without the prior written consent of MMPC, which consent shall not be unreasonably withheld. Any additional charges, expenses or costs (including, but not limited to, any increased fees, or other amounts which may be required to pay for architectural, engineering or other similar services) arising by reason of any change, modification or alteration in the Approved KUPC Construction Plans, (a) if requested by KUPC, shall be at the sole cost and expense of KUPC, and (b) if requested by MMPC, shall be at the sole cost and expense of MMPC.

3. **Performing the New Church Building Construction; Contractor Insurance.** Upon the Commencement of Construction, KUPC shall promptly proceed with due diligence, at its own expense, to complete the New Church Building Construction. KUPC shall bear the



entire expense of the New Church Building Construction, including property incidental to the operation of the New Church Building, including furniture, shelves, interior decorations, graphics, movable partitions, and exterior and interior signs. To perform such work, KUPC shall only use contractors and subcontractors which have been reviewed and approved by MMPC and which have procured, paid for, and continuously maintain commercial general liability insurance in an amount not less than \$2,000,000.00 and which are licensed in the State of California. Before commencement of such work, KUPC shall cause each of its contractors and subcontractors to furnish MMPC a certificate from their respective liability insurers evidencing such coverage, endorsed to designate MMPC as an additional insured and providing for severability of interests or containing a cross-liability endorsement.

4. **Operating Permits.** KUPC shall proceed with due diligence, at its own expense, to obtain any permits required from local governmental bodies for the operation of KUPC's church at the New Church Building, including without limitation a certificate of occupancy issued by the City of San Diego.

5. **Failure To Proceed.** If KUPC ceases to proceed with due diligence to construct the New Church Building or fails to proceed with due diligence to obtain required permits for the operation of KUPC's church, then such cessation or failure shall constitute a default, and unless KUPC cures such default by resuming work within thirty (30) days and thereafter continuing to proceed with due diligence to perform KUPC's obligations through the Completion of Construction, MMPC shall have the right, at KUPC's sole cost and expense, to dismantle, demolish and remove that portion of KUPC's property installed and constructed before the occurrence of such default.

6. **Deliveries Upon Completion.** Upon Completion of Construction, KUPC shall deliver to MMPC the following:

(a) a true and correct copy of the certificate of occupancy for the New Church Building Construction (i.e., the certificate issued by the State Fire Marshal allowing KUPC to open to the public and operate the New Church Building, whether characterized as final, temporary, or otherwise);

(b) final unconditional lien releases from KUPC's general contractor and all subcontractors and materials suppliers who filed preliminary notices with respect to work performed and materials supplied in connection with the New Church Building Construction (or the expiration of the statutory mechanics' lien period without any liens having been filed; and

(c) documentation with respect to the New Church Building Construction that may be reasonably requested by MMPC.

**EXHIBIT D**

**MANAGEMENT OF CAMPUS**

1. **Sessions.** The Facilities Management Committee shall have representatives (Committee members) from the two (2) Sessions, Mira Mesa Presbyterian Church (U.S.A.), a California nonprofit corporation (“**MMPC Session**”), and Korean United Presbyterian Church of San Diego, Inc., a California nonprofit corporation (“**KUPC Session**”), or each of MMPC Session and KUPC Session’s respective church sessions (MMPC Session and KUPC Session may be referred to individually as “**Session**” or together as “**Sessions**”).

2. **Number, Term and Qualification of Committee Members.**

Number of Committee Members. The number of committee members shall be not less than four (4) or more than ten (10), the exact number to be fixed at six (6), unless changed by a vote of the Sessions. In no event shall the term of a committee member be shortened by a reduction in the size of the Committee.

Appointment of Committee Members. At all times, the MMPC Session and the KUPC Session shall each have the right to appoint or remove one-half (1/2) of the committee members, and as to removal of a particular committee member(s), only those committee members appointed by such Session. The Session appointing or having the right to appoint a particular committee member shall be referred to as that committee member’s “**Appointing Session.**” The initial committee members shall be the following:

MMPC	KUPC
1. _____	4. _____
2. _____	5. _____
3. _____	6. _____

Subsequent committee members, at the earlier termination of the terms of office of the initial committee members, shall be chosen by the applicable Appointing Session. The lead pastors of each of MMPC Session and KUPC Session (each, “**Pastor**”) shall also serve as ex-officio committee members.

Terms of Committee Members. Committee members shall be initially appointed for a one (1), a two (2) and a three (3) year term, with an option to extend the terms for an additional three (3) years as determined by Appointing Session. Following the expiration of the initial appointments, all terms will be for three (3) years.

3. **Vacancies on Committee.**

Events Causing Vacancy. A vacancy or vacancies on the Committee shall exist on occurrence of the following:

- (1) the death or resignation of any committee member;

(2) the decision of the MMPC Session or KUPC Session to remove any committee member(s); provided, however, that a committee member may be removed only by the applicable Appointing Session; or

(3) the increase of the authorized number of committee members.

**Resignations.** Except as provided below, any committee member may resign by giving written notice to the Committee. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective. If a Committee member's resignation is effective at a later time, the applicable Appointing Session may appoint a successor to take office as of the date when the resignation becomes effective.

**Filling Vacancies.** Vacancies on the Committee may be filled only by the applicable Appointing Session.

**Vacancy on Reduction of Number of Committee Members.** A reduction of the authorized number of committee member shall have the effect of removing an equal number of committee members appointed by each Appointing Session.

#### 4. **Meetings.**

**Regular Meetings.** Regular meetings of the Committee shall be held every month without call or notice on such dates and at such times and places as may be from time to time fixed by the Committee. Meeting via electronic means (e.g., via Zoom or other electronic video screen communication means) shall be permitted, so long as all of the committee members participating in the meeting have the ability to hear one another. The Committee shall elect a chairperson to prepare agendas and moderate all meetings, and a secretary to keep minutes of meetings. When the chairperson deems it necessary or helpful, Roberts Rules of Order may be used.

(b) **Special Meetings.**

**Authority to Call.** Special meetings of the Committee for any purpose(s) may be called at any time by any three committee members or either of the Pastors.

**Notice.** Special meetings of the Committee shall be held upon four (4) days' prior written notice (unless waived by both parties in writing).

**Contents of Notice.** The notice shall state the time of the meeting, and the place. The notice need not specify the purpose of the meeting.

5. **Quorum.** Two-thirds of the committee members then in office shall constitute a quorum for the transaction of business. A designated alternate committee member shall be appointed in advance by each Appointing Session to fill any vacancy in the event that an existing committee member of the same Appointing Session is unavailable for a meeting in order to reach a quorum (each, "**Standing Replacement Committee Member**"). The initial Standing Replacement Committee Member for MMPC is \_\_\_\_\_ and the initial Standing Replacement Committee Member for KUPC is \_\_\_\_\_. Every action taken or decision made by a majority of the committee members present at a duly held meeting at which a quorum is present is an act of the Committee, except for

certain major actions or decisions which shall require the vote of eighty percent (80%) or more of the Committee ("**Super Majority Vote**") (such major actions or decisions are defined below as "**Major Decisions**");

For all other urgent and non-urgent actions or decisions that are not considered Major Decisions (and for which only a majority vote of the committee members is required), any tie vote shall be decided as follows: (i) the Committee shall use commercially reasonable efforts for seven (7) consecutive days to come to a resolution and make a decision; and (ii) after expiration of such seven (7) day period, if the Committee is still unable to make a decision, the MMPC Session and the KUPC Session shall meet to resolve the deadlock; and (iii) if the Sessions are unable to resolve the deadlock, the MMPC Session may provide the vote to break the tie Should the MMPC Session vote to break the tie, the KUPC Session may appeal the decision within three (3) days to the Executive Committee of the Presbytery of San Diego for mediation.

A meeting at which a quorum is initially present may continue to transact business even with the withdrawal of committee members, if any action taken or decision made is approved by the required vote of committee members for that meeting. Each committee member present and voting at a meeting shall have one vote on each matter presented to the Committee for action at that meeting. Committee members may not vote by proxy.

6. **Major Decisions.** The following actions ("**Major Decisions**") shall require the Super Majority Vote of the Committee:

Scheduling changes to worship times by either MMPC or KUPC; and

Spending decisions that exceed \$10,000.00, which such numerical amount shall be re-assessed every five (5) years by mutual decision between MMPC Session and KUPC Session.

7. **Action Without Meeting.** Any action required or permitted to be taken by the Committee may be taken without a meeting if all committee members shall individually or collectively consent in writing (including via e-mail) to such action. Such consent(s) shall have the same effect as a unanimous vote of the Committee.

## Attachment E

# Recommendation

**The Presbytery of San Fernando overtures the 225th General Assembly (2022) to establish a task force to explore the theology and practice of ordination to ordered ministry for ruling elders in the Presbyterian Church (U.S.A.) and recommend any needed changes to the 226th General Assembly (2024). This task force will reflect the breadth of the PC(USA) and include representatives from those who identify as BIPOC (Black, Indigenous, and people of color), immigrant congregations, New Worshiping Communities, and middle governing body leadership. The task force will work with denominational staff, including the 1001 New Worshiping Communities leadership.**

## Rationale

The Presbyterian Church (U.S.A.) [PC(USA)] has experienced ongoing numerical decline and demographic aging. At the same time, there are leaders of dynamic immigrant fellowships and New Worshiping Communities (NWCs), including diverse NWCs that are prevented by our structure from taking an active role in the life and governance of the PC(USA).

At the end of 2020, there were 26,000 people nationwide participating in 529 NWCs. In our chartered churches, 1 member for every 10 comes from a background without church- or faith-based experiences, while 1 or 2 participants out of every 3 in the NWCs come from this same background. In 2020, 15 percent of NWCs conducted adult baptisms compared to 5 percent in established congregations.

However, our emerging leaders and participants are prevented by our present structure from taking an active role in the life and governance of the PC(USA).

Currently a leader serving a NWC may not be designated as a commissioned ruling elder (CRE) by the Committee on Ministry (or equivalent) unless they are first ordained as an elder in the PC(USA) and serve on the session of a local church. This is because the NWC is not chartered and does not have a session to which the leader can be ordained. The NWC leader is excluded by our interpretation of polity from possibly qualifying to be a CRE with voice and vote at presbytery unless they step back into the traditional model and serve a traditional church. This “catch” excludes gifted, entrepreneurial leaders from taking a role in our governance to the detriment of the PC(USA).

The path for leaders of NWCs involves our immigrant leaders too, and we need clarity around their leadership as well.

Rev. Dr. James Herbert Nelson, II, Stated Clerk of the General Assembly, writes: “Our global mission work is shifting as countless numbers of immigrants are coming to the United States seeking freedom and opportunities. It is only a matter of time before our government leaders will be forced to pass a bill seeking a new pathway to citizenship in the United States of America. Just as the Presbyterian Church (U.S.A.) sent missionaries William H. Sheppard and Samuel N. Lapsley to the Congo, we must be willing to embrace and welcome persons who seek freedom in the United States as an act of love. Therefore we must prepare this mission field to receive immigrants seeking refuge and peace.”

These are identified issues. As the task force listens to and responds to the concerns of presbyteries across the country, other concerns can be identified and addressed in the report and action solutions presented to the 226th General Assembly (2024).

Other insights from church leaders and teachers:

“Ministry is changing. We cannot use a 20th century model of leadership as we live and lean into new and creative ministries of the 21st century. As so much of our growth and energy is coming from

our New Worshiping Communities, we have to find new ways of discussing what ordained leadership looks like in the 21st century. We must not succumb to a dynamic where we are serving our polity instead of our polity serving us. This involves looking at new creative ways to empower and affirm our bi-vocational leaders, our immigrant community leaders, and our New Worshiping Community leaders. They need to have access to serve and vote as leaders in the presbytery, where they can be supported and we can all learn and grow from their insights and wisdom.”  
—Rev. Dr. Diane Givens Moffett, executive director, Presbyterian Mission Agency, PC(USA)

“As the PC(USA) reaches more broadly into the neighborhoods around us to call new disciples and form new communities of worship and witness, we need—and God is providing—new kinds of leaders who bring gifts and skills ‘for such a time as this.’ We are called to respond to and receive these gifts of God with new openness and flexibility in our equipping and credentialing of these leaders.”

—Rev. Nikki Collins, coordinator, 1001 Worshipping Communities, PCUSA

“At the time of the American Revolution, Presbyterians and Congregationalists were the two largest Protestant denominations in the new nation. The religious landscape changed dramatically in the 19th century. While Presbyterians adhered to the standard of an educated clergy, Methodists and Baptists won the West with their much greater flexibility about who could be messengers of the gospel. By the time new pastors were trained, we were always many years and hundreds of miles behind the frontier. In the 21st century, with attendance at Christian worship in decline, the question must be asked once more: Will Presbyterians be flexible enough to change with a changing situation. Who will we send?”

—Dr. Ronald C. White, presidential biographer, who has taught American church history at Princeton, San Francisco, and Fuller Theological Seminaries