

**PRESBYTERY OF RIVERSIDE
SPECIAL PREBYTERY MEETING
APRIL 15, 2026
ON ZOOM
PROPOSED DOCKET**

*“Riverside Presbytery:
connecting and supporting
pastors, leaders, and congregations,
in sharing Christ’s transforming love”*
(Presbytery of Riverside Mission Statement)

CONNECTING  **CHRIST**
(Presbytery of Riverside Why Statement)

6:00 pm Zoom Meeting opens

6:30 pm Meeting Convenes RE Ann Laudermilk, Moderator

- Call to Order and Opening Prayer
- Reading of Mission Statement and Why Statement
- Welcome from Online Host
- Statement of Purpose
- Declaration of a Quorum
- **(1)** Docket Approval
- Introductions – 1st time Commissioners, Corresponding Members, Guests

(2) Report of the Property, Finance, Investment, and Fund Development Committee

- For Action: **Approve** the Memorandum of Agreement **(3)** between the Presbytery of Riverside and the Church of Amazing Grace International regarding the property at 829 N Mount Vernon Ave in San Bernardino (formerly El Buen Pastor) and 839 N Mount Vernon Ave (currently Home of Neighborly Services)
- For Action: **Approve** the Lease **(4)** between San Bernardino, First and the Church of Amazing Grace International, contingent on acceptance by the Church of Amazing Grace International
 - the Church of Amazing Grace International will be meeting at San Bernardino, First while actions in the MOA are being attended to
- For Action: **Approve** all lease income from the property of Home of Neighborly Services, be transferred to the Presbytery of Riverside effective July 31, 2026.
 - The Home of Neighborly Services was sub-leasing the property, which is the subject of the MOA, without the knowledge or consent of the Presbytery of Riverside

Adjournment and Closing Prayer

RE Ann Laudermilk

April 15, 2026 – Special Meeting of the Presbytery Assembly
Report of the Property, Finance, Investment, and Fund Development Committee
Paul Lambert, Chair

For Action:

- 1) Approve the Memorandum of Agreement between the Presbytery of Riverside and the Church of Amazing Grace International regarding the property at 829 N Mount Vernon Ave in San Bernardino (formerly El Buen Pastor) and 839 N Mount Vernon Ave (currently Home of Neighborly Services)
- 2) Approve the Lease between San Bernardino, First and the Church of Amazing Grace International, contingent on acceptance by the Church of Amazing Grace International
-the Church of Amazing Grace International will be meeting at San Bernardino, First while actions in the MOA are being attended to
- 3) Approve all lease income from the property of Home of Neighborly Services, be transferred to the Presbytery of Riverside effective July 31, 2026.
-The Home of Neighborly Services was sub-leasing the property, which is the subject of the MOA, without the knowledge or consent of the Presbytery of Riverside

DRAFT - MEMORANDUM OF AGREEMENT
Between the Presbytery of Riverside and Church of Amazing Grace International

EFFECTIVE DATE
[To be determined upon signing by both parties]

PARTIES

PRESBYTERY OF RIVERSIDE ("Presbytery")
100 Cajon Street, Redlands, California 92373 Phone: (909) 881-1595

AND

CHURCH OF AMAZING GRACE INTERNATIONAL ("CAGI")
A New Worshiping Community transitioning from the Presbytery of Los Ranchos
Currently worshipping at First Presbyterian Church in San Bernardino

Rev. Dr. Johnson Kĩriakũwa Kĩnyua, Organizing Pastor
Approximately 150 covenant members, 75 average Sunday attendance RECITALS

WHEREAS, Presbytery owns and administers the property located at 829 N Mount Vernon Ave, and 839 N. Mount Vernon Ave, San Bernardino, California 92413 ("Property"), formerly home to Good Shepherd United Presbyterian Church, and currently home to Home of Neighborly Service, a ministry of Presbytery of Riverside.

WHEREAS, CAGI is a vibrant, growing faith community of East African immigrants and their families with approximately 150 covenant members and 75 average Sunday attendance, seeking permanent ministry location in the San Bernardino/Riverside area that serves their dispersed membership;

WHEREAS, both parties share commitment to CAGI's spiritual growth, community impact, and journey toward chartering as a full member congregation of the Presbyterian Church (USA);

WHEREAS, both parties understand that genuine partnership requires mutual commitment, shared vision, clear expectations, and walking together in good faith; WHEREAS, Presbytery desires to see closed church facilities restored to active ministry rather than simply liquidated as real estate assets;

WHEREAS, this MOA serves as a starting point for our partnership conversation, welcoming refinement through prayerful dialogue between both parties;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and in the spirit of Christian partnership, the parties agree as follows:

ARTICLE 1: PURPOSE AND RELATIONSHIP

- Nature of Agreement

This Memorandum of Agreement establishes a ministry partnership framework, not a landlord-tenant relationship. This is not a lease. This agreement creates pathway for CAGI to:

- Work toward becoming chartered congregation with full property rights consistent with PCUSA Book of Order

Goal

Presbytery:

- Providing CAGI full operational control of Property for ministry while the Presbytery will maintain the status of the sole owner of property.
- Supporting CAGI's chartering discernment journey with patience and encouragement
- Ensuring CAGI has full access to all buildings and structures for effective ministry

CAGI:

- Faithful stewardship of Property for God's mission
- A member of Presbytery as a chartered congregation.
- Maintaining Property in good condition
- Taking responsibility for Property operations and improvements
- Transparent documentation of all expenditures and improvements

Governance Model - Partnership Approach

This MOA establishes a partnership model that honors both:

- CAGI's need for operational autonomy and self-determination
- Presbytery's calling to provide appropriate ecclesiastical oversight

CAGI operates as New Worshiping Community in becoming a chartered congregation:

- Own leadership structure and session committee
- Operational independence for ministry decisions
- Ecclesiastical accountability to Presbytery
- Partnership framework
- Faithful stewardship and participation in the Presbytery and PC(USA) both in per capita giving and mission giving
- Clear path to chartered congregation status

Upon chartering, CAGI becomes fully independent chartered congregation with property control per PCUSA Book of Order, while maintaining connection to Presbytery consistent with Presbyterian polity.

Freedom from Prior Obligations

CAGI is not bound by prior agreements, contracts, leases, or commitments with vendors, renters, service providers, or other groups or persons that were made without CAGI's express written consent. This includes:

- Pending lease agreements
- Service contracts
- Vendor arrangements
- Outstanding bills or obligations

- Informal understandings

Presbytery will provide CAGI with written documentation of all existing commitments affecting Property within thirty (30) days of MOA execution.

ARTICLE 2: PROPERTY USE AND CONTROL PRIOR TO CHARTERING

Exclusive Use and Operational Control with Presbytery Oversight

CAGI has exclusive use and operational control of the entire Property for all ministry activities, seven (7) days per week, twenty-four (24) hours per day. This includes:

- All buildings and structures
- Sanctuary and worship spaces
- Fellowship halls and meeting rooms
- Kitchen facilities
- Office spaces
- Youth and children's ministry areas
- Parking lots and grounds
- Storage areas
- During Construction: Complete access for CAGI representatives and contractors to conduct renovation work, inspections, and project management with Presbytery approval
- After Construction: Ongoing access for all ministry operations, maintenance, improvements, and programming with Presbytery approval
- Keys and Security: CAGI receives keys, access codes, and security system control for all buildings and entry points
- Cooperative Spirit: Presbytery will work cooperatively with CAGI's access needs except in genuine emergency requiring Property protection

This access supports meeting renovation deadlines, effective property management, and sustainable ministry operations.

Ministry Authority

CAGI has authority to determine most aspects of Property use including:

- Worship schedule, format, and style
- Programming and ministry activities
- Community partnerships and outreach initiatives
- Facility scheduling for internal groups and external community organizations with Presbytery approval
- Property aesthetics, furnishings, and décor with Presbytery approval
- Security protocols and building access with Presbytery approval.
- Technology installations and improvement with Presbytery approval
- Home of Neighborly Service (HNS) Arrangements

HNS Financial Responsibility

To clarify expectations:

- Presbytery continues to contribute 2000 dollars per month for HNS through the July 31st, 2026 support period
- CAGI is not obligated to fund, support, or sustain HNS operations
- CAGI is not obligated to continue HNS ministry after the support period ends
- Any CAGI partnership with or support of HNS is purely voluntary and welcomed but not expected

Tenant Lease Income

During transition:

- Tenant leases continue until expiration or proper termination determined by the Presbytery
- Lease income belongs to HNS until July 31, 2026
- Until CAGI is chartered, any lease income after July 31, 2026, will belong to the Presbytery
- Upon chartering, tenant lease decisions become CAGI's authority

with Presbytery approval per the Book of Order guideline

Understanding together:

- If HNS ministry concludes, tenant lease income ends
- CAGI receives property control without this income stream
- All parties acknowledge this reality together

HNS Operations During Construction

- HNS continue operations during chapel renovation in the main building.
- HNS should not have any access to the construction site.
- Renovation to the Chapel should be finished before HNS can begin relocation.
- The Presbytery will facilitate a pre-construction meeting involving all parties, including HNS, CAGI and Presbytery.

HNS After Support Period

At conclusion of six-month support period (July 31,2026): If HNS achieves sustainability:

- HNS may continue their ministry from chapel by mutual agreement with the Presbytery and CAGI
- Terms will be worked out between CAGI leadership and HNS
- CAGI will have authority to determine continuation terms
- Presbytery steps back from HNS oversight

If HNS cannot achieve sustainability:

- HNS ministry concludes with dignity and care
- Chapel space becomes available for CAGI ministry use
- Presbytery walks with HNS through compassionate closure
- No continuing obligations rest with CAGI

CAGI's Voluntary Cooperation

CAGI commits to:

- Treating HNS with dignity and respect during transition
- Renovating chapel first to provide HNS adequate workspace
- Covering utilities for chapel during HNS occupancy (during construction period only)
- Maintaining open, kind communication with HNS about timeline and changes

CAGI understands it is not obligated to:

- Fund HNS operations or budget shortfalls
- Continue HNS ministry programs after support period
- Assume HNS's debts or obligations
- Retain HNS staff or volunteers, and board leadership.

Presbytery's Commitment To Compassionate Transition

Presbytery commits to:

- Managing HNS relationship and communications
- Walking with HNS through any closure process if necessary
- Protecting CAGI from HNS financial liability
- Not holding CAGI responsible for HNS outcomes

Needed Approvals Before Work Begins

- Presbytery approval of this MOA
- Committee on Ministry examination and approval of Pastor Johnson's membership transfer (completed on February 21, 2026)
- Presbytery formal reception of CAGI as New Worshiping Community
- Property use authorization from Presbytery
- Insurance verification and documentation

Interim Period Before Approvals

- Contractors should wait for authorization from the

Presbytery before:

- Conduct site assessments
- Finalize project scope and timeline
- Order materials with long lead times
- Complete permit applications
- Perform preparatory work not requiring property access
- Beginning demolition or construction work
- Accessing Property
- Making binding commitments on behalf of CAGI or Presbytery

Determining Occupancy Readiness

Property is ready for occupancy when:

- Chapel or main building meets safety standards per City of San Bernadino requirements.
 - Functional restrooms
 - Safe electrical systems
 - Weather protection (no active leaks)
 - Adequate lighting
 - Emergency exits operational
 - Fire safety systems inspected
- Both parties agree together: "Space is safe for worship"
- Insurance coverage activated for CAGI's occupancy

Safety commitment: CAGI will not worship in active construction zone. If renovations pose safety concerns, congregation uses temporary location until work creates safe worship environment.

ARTICLE 3: PROPERTY IMPROVEMENTS AND RENOVATIONS

Phase 1: Chapel Building (Weeks 1-3)

Target completion: **to be determined**

Scope:

- Roof repairs to stop leaks
- Bathroom restoration (2 functional bathrooms)
- Basic plumbing repairs
- Electrical safety inspection and repairs
- Climate control assessment (window units if needed)
- Basic cleaning and organization
- Lockable doors and security

Purpose: Create functional space for HNS relocation

Professional contractor work:

- Roof repairs
- Plumbing systems
- Electrical systems

Volunteer congregation work:

- Painting
- Cleaning
- Moving pews and furnishings
- Minor cosmetic repairs

Phase 2: Main Building (Weeks 4-8)

Target completion:

Scope (subject to change based on market conditions when work begins):

- Bathroom and wall repairs
- Main building demo and prep work
- Wall and structural repairs
- Insulation installation in sanctuary
- Plumbing updates
- Roof repairs on main building and chapel
- Sound booth construction
- Stage improvements
- Complete electrical system work
- Interior painting
- Flooring installation upstairs and downstairs
- Window repairs and glass installation
- Cabinet and countertop installation in two kitchens
- Fire system inspection
- Door hardware and base moldings
- Ceiling fans in sanctuary
- Window coverings
- Miscellaneous finish work per project scope

Total estimated investment: See attached Exhibit A - Contractor Proposal (approximately [TBD], subject to market conditions and final scope determination)

Budget breakdown by space provided in Exhibit A. Professional contractor costs vs. volunteer labor clearly shown.

Flexibility And Grace

Timeline

- Actual start date depends on presbytery approval
- Permit processing may extend timeline discovery of additional issues may require adjustments
- Weather or contractor availability may cause delays
- Costs subject to change based on market conditions at time of work

Both parties commit to regular communication and working together through challenges.

Approval Process for Improvements

CAGI will provide items below for Presbytery approval:

- Scope of work description
- Contractor information and quotes
- Proof of contractor insurance and licensing
- Timeline for completion
- How this serves the ministry

Contractor Requirements

All contractors performing work on Property will provide:

- Current valid California contractor license
- General liability insurance minimum \$1,000,000 per occurrence, naming Presbytery as additional insured
- Workers compensation insurance as required by California law
- Signed waiver of lien rights against Property
- Certificate of insurance provided to both CAGI and Presbytery before work begins
- Permits and Code Compliance

CAGI will obtain all required permits from San Bernardino City for renovation work.

Copies of permits and final inspections will be shared with Presbytery.

All work will comply with:

- California building codes
- San Bernardino City regulations
- Fire safety requirements
- ADA accessibility standards where applicable

Inspection Rights

Presbytery may inspect renovation work in progress with reasonable advance notice.

Presbytery will respect contractor work while being available to raise any safety or compliance concerns.

Ownership of Improvements

Legal Title: All improvements, renovations, and capital investments made by CAGI to the Property become Property assets with legal title held by Presbytery, consistent with PCUSA Book of Order provisions regarding property ownership.

Congregational Equity: Upon CAGI's successful chartering as a full PCUSA congregation, all improvements become recognized congregational equity as part of the chartered congregation's asset base per PCUSA polity. The chartered congregation gains full property usage consistent with Book of Order.

Documentation

CAGI will maintain careful records:

- All contractor invoices with payment proof
- Materials receipts

- Volunteer labor hours and estimated value
- Permit fees and inspection costs
- Related expenses

Records will be shared with Presbytery quarterly and upon request. Presbytery will acknowledge receipt and review.

Good Faith Conversation

Parties will have honest, caring conversation about recognizing CAGI's investment.

Both parties commit to:

- Listening to each other's perspectives
- Proposing reasonable solutions
- Seeking what's fair for everyone
- Working toward mutual agreement

Mediation

If parties struggle to reach agreement within 60 days:

- Engage neutral mediator (per Article 7.5)
- Share mediation costs
- Work toward resolution together

Core Principle:

Presbytery benefits from CAGI's improvements. CAGI benefits from Property use. Fair resolution recognizes both parties' interests. Christian values call us to treat each other honorably.

Unforeseen Issues

CAGI's renovation budget includes ten percent (10%) contingency for unexpected discoveries. If renovation work uncovers major problems requiring additional expenditure beyond contingency (examples: structural damage, code violations, hazardous materials), CAGI will:

- Notify Presbytery promptly
- Provide documentation from contractors
- Request approval if exceeding approval thresholds
- Work with Presbytery to determine best solution

If CAGI cannot complete necessary renovations, Presbytery may consider:

- Pausing work to reassess together
- Other collaborative approaches

Neither party commits to fund work beyond agreed amounts, but both parties commit to working together through challenges.

ARTICLE 4: FINANCIAL RESPONSIBILITIES

CAGI Financial Responsibilities

CAGI will pay and be responsible for:

Utilities (beginning upon occupancy):

- Electricity
- Natural gas
- Water and sewer
- Trash collection
- Recycling services

Insurance:

- General liability insurance (see Article 5)
- Property Insurance
- Contents and equipment insurance

Maintenance and Repairs:

- Janitorial and cleaning services
- Landscaping and grounds keeping
- Pest control
- Routine Maintenance
- HVAC filter changes and routine service
- Minor plumbing and electrical repairs

Security:

- Security system monitoring (if installed)
- Building access controls
- Adequate property lighting

Renovations:

- All costs for initial renovations per Article 3
- Future improvements and upgrades

Capital Improvements Fund

CAGI may establish capital improvements fund for future Property needs. Upon successful chartering, this fund becomes a congregational asset.

Financial Accountability

CAGI will provide Presbytery with annual financial statements showing:

- Income and expenses
- Capital improvements expenditures
- Property maintenance costs
- Insurance coverage documentation

This reporting supports Presbytery's stewardship oversight and creates healthy transparency.

ARTICLE 5: INSURANCE AND LIABILITY

Upon CAGI Occupancy

- Insurance responsibility transfers to CAGI
- Congregation becomes named insured and pays premiums
- Presbytery remains on policy per PCUSA property trust clause requirements
- Transition coordinated carefully to avoid coverage gaps

Timeline: Congregation secures insurance 30 days before chartering. Policies overlap during transition month.

During Renovation

Contractors will provide insurance per Article 3.3, including:

- Naming Presbytery as additional insured
- Builder's risk insurance if appropriate
- Proof of coverage before work begins

Insurance and liability coverage during construction to be clarified with Presbytery within fifteen (15) days of MOA execution, including:

- Coverage during active construction

- When CAGI can occupy premises
- Risk management protocols
- Safety compliance

General Liability Insurance

CAGI will maintain commercial general liability insurance with minimum coverage of \$2,000,000 per occurrence / \$4,000,000 aggregate, naming Presbytery of Riverside as additional insured.

Coverage includes:

- Bodily injury and property damage
- Personal and advertising injury
- Premises and operations liability
- Products and completed operations

Workers Compensation Insurance

If CAGI has employees, CAGI will maintain workers compensation insurance as required by California law.

Professional Liability

CAGI will maintain pastoral professional liability insurance covering clergy malpractice, counseling liability, and employment practices with minimum coverage of \$1,000,000 per claim.

Contractor Insurance

As specified in Article 3.3, all contractors will carry adequate insurance with Presbytery named as additional insured.

Proof of Insurance

CAGI will provide Presbytery with certificates of insurance:

- Upon MOA execution
- Annually upon policy renewal
- Within ten (10) days of any policy changes

Insurance Lapse

If required insurance is cancelled or lapses, CAGI will notify Presbytery immediately and obtain replacement coverage within thirty (30) days. Extended failure to maintain required insurance may affect the MOA relationship.

Indemnification

CAGI's Commitment: CAGI takes responsibility for and will protect Presbytery, its officers, employees, and agents from claims, damages, losses, or expenses (including reasonable attorneys' fees) arising from:

- CAGI's use and operation of Property
- Acts or omissions of CAGI, its leaders, employees, volunteers, or agents
- Injuries or damages occurring on Property during CAGI's activities

Exception: This does not apply to claims arising from Presbytery's own actions or failure to fulfill MOA obligations.

Presbytery's Commitment: Presbytery takes responsibility for and will protect CAGI from claims arising from:

- Presbytery's actions related to Property
- Defects or conditions in Property existing before CAGI occupancy that Presbytery knew.

ARTICLE 6: CHARTERING PROCESS AND TIMELINE

Chartering milestones are included in this MOA to help align our journey together and set shared expectations.

CAGI commits to:

Actively engage with Presbytery-appointed liaison or Administrative Commission to begin chartering process.

Presbytery commits to:

Appoint caring liaison or Administrative Commission to walk with CAGI through chartering process within thirty (30) days of MOA execution

Chartering Timeline Estimated:

Six (6) Months

- End-of-year (November 2026) completion possible with focused effort

Steps Along the Journey:

- Formation of formal session
- Membership education process (3-4 sessions minimum)
- Leadership training in PCUSA polity
- Financial systems and reporting establishment
- Metrics tracking and documentation:
 - Attendance records
 - Membership roster
 - Financial statements
 - Ministry activity reports
- Administrative Commission evaluation and recommendation
- Presbytery examination and approval
- Chartering celebration

Journey Markers:

- Month 0-1: MOA execution, construction begins, session formation
- Month 2-3: Membership education program
- Month 4: Petition to charter submitted to Presbytery
- Month 5: AC evaluation and recommendation
- Month 6: Presbytery examination and chartering approval
- Goal: Charter by Fall 2026, possibly November 2026

These markers help us walk together well. The journey may require flexibility as we respond to God's leading.

ARTICLE 7: GOVERNANCE AND ACCOUNTABILITY

CAGI Leadership Structure

CAGI operates under guidance of its session/leadership council and organizing pastor, with caring accountability to Presbytery of Riverside consistent with its status as a New Worshiping Community.

Leadership includes:

- Organizing Pastor: Rev. Dr. Johnson Kinyua
- Elders/Session members

- District leadership structure
- Ministry team leaders

Presbytery provides ecclesiastical oversight including:

- Authorization and oversight of pastoral leadership
- Ensuring ministry alignment with PCUSA mission and theology
- Financial accountability
- Property stewardship consistent with PCUSA trust clause
- Support and resourcing for ministry development
- Liaison or Administrative Commission

Presbytery will appoint, within thirty (30) days of MOA execution:

EITHER: A caring liaison (teaching elder, ruling elder, or staff person), OR: An Administrative Commission of 3-5 persons

This liaison/AC will:

- Meet with CAGI leadership quarterly (minimum)
- Support ministry development and help work through challenges
- Walk alongside the chartering discernment process
- Address concerns from either party
- Facilitate communication between CAGI and Presbytery
- Report regularly to Presbytery leadership and/or Council
- Serve as advocate for CAGI within Presbytery

Sharing Information

CAGI will share with Presbytery

- Property maintenance and improvements documentation
- Insurance certificates
- Notice of incidents requiring insurance attention
- Significant ministry or leadership changes
- Property conditions or safety concerns
- Copies of all permits obtained
- Contractor agreements
- Renovation progress during construction

Presbytery will share with CAGI

- Presbytery decisions or policies affecting CAGI
- Resources for ministry development
- Connections to other churches and ministries
- Support during challenges or transition

Working Through Conflicts

When concerns or conflicts arise, we'll address them through:

Step 1 - Direct Conversation: CAGI leadership and Presbytery liaison/staff meet to discuss openly and honestly, seeking mutual understanding and resolution.

Step 2 - Mediation: If direct conversation doesn't resolve the concern, we'll engage a neutral third-party mediator we both trust.

Step 3 - Presbytery Council: If mediation doesn't bring resolution, the concern goes to Presbytery Council for prayerful review and recommendation.

Walking in Transparency

Both parties commit to:

- **Written Agreements:** Significant agreements will be documented in writing with both parties signing
- **Open Communication:** We'll share information that affects each other in a timely way—no surprises
- **Written Summaries:** Important conversations will be followed by written summary to confirm shared understanding
- **Keeping Members Informed:** CAGI leadership will keep congregation appropriately informed of major decisions, Property matters, and chartering discernment progress
- **Addressing Problems Directly:** When problems arise, we'll address them rather than letting frustration build
- **Financial Clarity:** Clear documentation of all financial matters related to Property
This transparency protects everyone and builds trust that can weather challenges.

ARTICLE 8: WHEN AND HOW THE MOA MIGHT END

Duration

This MOA becomes effective when both parties sign (the "Effective Date") and continues until CAGI charts as full PCUSA congregation no later than November 1, 2026 or

- Both parties agree in writing to conclude it
- It ends according to provisions in this Article 8

Ending by Mutual Agreement

Parties may conclude this MOA at any time prior to November 1, 2026 by mutual written agreement, working out transition terms together in good faith. This requires:

- Written notice from one party proposing conclusion
- Caring conversation about transition
- Signed agreement specifying:
 - Effective ending date
 - Transition timeline
 - Any continuing responsibilities

When Presbytery Might End the MOA

Presbytery may end this MOA:

- **Insurance Lapse:** CAGI doesn't maintain required insurance for more than thirty (30) days after written notice and opportunity to address.
- **Property Abandonment:** CAGI abandons Property for thirty (30) consecutive days without explanation or communication.
- **Significant Policy Concerns:** CAGI operates in ways significantly inconsistent with PCUSA theology and polity, and after written notice and opportunity to address, the concerns remain. Examples might include: denying ordination to women, refusing to follow Book of Order, teaching doctrine contrary to confessions.
- **Serious Breach:** CAGI significantly breaches MOA terms and doesn't address within thirty (30) days of written notice describing the breach.

Before ending the MOA prior to November 1, 2026, Except in emergency or willful harm, Presbytery will:

- Provide written notice clearly describing the concern
- Meet with CAGI leadership to discuss concerns

- Seek resolution in good faith before ending relationship

When CAGI Might End the MOA Prior November 1, 2026

CAGI may end this MOA in these situations:

- **Serious Breach by Presbytery:** Presbytery significantly breaches MOA terms and doesn't address within thirty (30) days of written notice.
- **Attempted Relocation:** Presbytery attempts to relocate CAGI or assign Property to another group without CAGI's agreement.
- **Breach of Partnership:** Presbytery acts in ways that undermine CAGI's Property investment, chartering process, or this MOA's partnership purposes.
- **Lack of Support:** Presbytery fails to provide reasonable support for CAGI's ministry and chartering process as committed in this MOA.
- **Voluntary Departure:** CAGI determines it wishes to leave and provides proper notice per Section 8.5.

Notice Requirements

Except for emergencies or mutual agreement, ending the MOA requires:

- **Thirty (30) Days Written Notice** including:
 - Specific reasons for ending
 - Relevant facts
 - Any opportunity to address concerns
 - Proposed effective ending date
- **Opportunity to Respond:** Receiving party has thirty (30) days to respond in writing, request meeting, or propose resolution.
- **Caring Conversation:** Before ending becomes final, parties will meet at least once to discuss alternatives and possible resolution.
- **Transition Period**

Upon notice of ending (by either party), CAGI has Thirty (30) days from notice date to:

- Identify alternative ministry location
- Transition congregation to new location
- Continue worship and ministry activities at Property
- Remove CAGI-owned equipment and furnishings

During this transition period:

- Presbytery will not assign Property to another group
- Presbytery will work cooperatively with CAGI on transition
- CAGI will maintain Property in good condition
- Both parties will communicate openly about transition
- CAGI continues paying utilities and maintaining insurance

If CAGI finds alternative location sooner, transition may happen earlier by mutual agreement.

Property Condition at Departure

When CAGI leaves Property (whether due to chartering, mutual agreement, or MOA ending):

- Property will be in its improved condition reflecting CAGI's renovation investment, minus normal wear from active ministry use.

CAGI will:

- Clean
- Remove trash and personal items

- Remove CAGI-owned equipment (unless gifted to next occupant)
- Address any damage beyond normal wear

CAGI will not be expected to:

- "Restore" Property to pre-renovation condition
- Remove permanent improvements that benefit Property
- Pay for normal aging of improvements over time
- Do excessive cleaning beyond basic care
- Both parties conduct a walk through together
- Take photos documenting condition
- Engage third-party assessment if needed
- Work out any necessary repairs through conversation

Goal: Property should benefit next ministry, honoring CAGI's investment while being responsible stewards.

- If There's Disagreement About Ending

If parties disagree about whether MOA should end or was properly ended:

- We'll work through conflict resolution process per Article 7.5

ARTICLE 9: ADDITIONAL PROVISIONS

This MOA represents our complete agreement regarding CAGI's use and occupancy of Property and replaces all prior discussions, understandings, and agreements, whether written or oral.

Changes to Agreement

This MOA may be changed only by written document signed by authorized representatives of both parties. Changes should specify:

- What sections are being modified
- Exact language of changes
- When changes take effect
- Any other affected provision
- Oral changes are not valid.

Flexibility in Enforcement

If either party doesn't enforce a provision at some point, that doesn't mean the provision no longer applies or that future issues will be handled the same way.

Any waiver of a provision must be in writing and signed by both parties.

- If Part Doesn't Work

If any provision of this MOA is found invalid or unenforceable, the rest continues in full effect. Parties will work together to replace any invalid provision with something valid that accomplishes the original intent.

- Governing Principles

This MOA is governed by laws of the State of California and the Constitution, Book of Order, and other governing documents of the Presbyterian Church (USA).

- Presbyterian Polity Takes Precedence

Nothing in this MOA supersedes or contradicts PCUSA Book of Order or other constitutional documents. If any provision conflicts with PCUSA polity, the Book of Order guides us and we'll adjust this MOA accordingly.

How to Communicate

All notices, reports, and communications should be in writing and delivered:

- By personal delivery, or
- By certified mail, return receipt requested, or
- By email with confirmation of receipt

To Presbytery:

Presbytery of Riverside
Attention: Stated Clerk
PO Box 1561
San Jacinto CA, 92581

To CAGI:

Church of Amazing Grace International
Attention: Rev. Dr. Johnson Kinyua, Organizing Pastor
[Current address]
Email: [to be provided]

Either party may change contact information by written notice.

Authority to Sign

The individuals signing this MOA represent and confirm they have authority to commit their respective organizations to these terms.

For Presbytery: Stated Clerk and/or Treasurer

For CAGI: Organizing Pastor and designated session/leadership representatives

When Things Beyond Control Happen

Neither party is responsible for failing to fulfill obligations due to circumstances beyond reasonable control, including:

- Natural disasters (earthquake, wild fire, flood)
- Government actions or restrictions
- Pandemic or public health emergency
- War or civil unrest
- Other unforeseeable events

When affected by such circumstances, we'll notify each other promptly and work together on reasonable solutions.

Signing in Parts

This MOA may be signed in separate copies, each considered an original. Together they form one agreement. Electronic signatures have same effect as original signatures.

Opening Words Matter

The opening Recitals are part of this MOA's substance, not just background. The shared understandings expressed there are integral to interpreting this agreement.

Spirit of Partnership

This MOA represents CAGI's prayerful proposal and starting point for good faith conversation with Presbytery. Both parties understand:

- This document will be reviewed, discussed, and refined through mutual agreement
- Final agreement will reflect wisdom and concerns from both parties
- This MOA is offered in spirit of partnership and collaboration

- Legal review by both parties is welcome after we agree on core terms
- We seek balance between appropriate protection and relational trust

ARTICLE 10: SIGNATURES

IN WITNESS WHEREOF, the parties have prayerfully executed this Memorandum of Agreement as of the date set forth below.

PRESBYTERY OF RIVERSIDE

By: _____

Name: _____

Title: Stated Clerk

Date: _____

By: _____

Name: _____

Title: [Treasurer]

Date: _____

Name

CHURCH OF AMAZING GRACE INTERNATIONAL

By: _____

Rev. Dr. Johnson Kĩriakũ wa Kĩnyua

Title: Organizing Pastor

Date: _____

By: _____

Name: _____

Title: [Session Moderator or Clerk]

Date: _____

By: _____

Name: _____

Title: [Elder or Leadership Representative]

Date: _____

EXHIBIT A: RENOVATION SCOPE OF WORK

Contractor: Sandrini Design Builder (or qualified alternative)

Estimated Total Investment: Approximately \$210,000

(Subject to change based on market conditions at time of work, final scope determination, and unforeseen site conditions)

PHASE 1: CHAPEL BUILDING RENOVATION

Scope:

- Roof repairs to eliminate leaks
- Bathroom restoration (2 functional bathrooms)
- Plumbing system repairs and updates
- Electrical safety inspection and necessary repairs
- Climate control assessment and solutions

- Basic cleaning and organization
- Security improvements (lockable doors)
- Accessibility improvements as needed

PHASE 2: MAIN BUILDING RENOVATION

Scope:

- Bathroom and wall repairs
- Demolition and preparation work
- Structural repairs as identified
- Insulation installation in sanctuary
- Complete plumbing system updates
- Roof repairs on main building
- Sound booth construction
- Stage improvements
- Complete electrical system upgrade
- Interior painting (all spaces)
- Flooring installation (upstairs and downstairs)
- Window repairs and glass installation
- Cabinet and countertop installation (two kitchens)
- Fire safety system inspection and compliance
- Door hardware and base moldings
- Ceiling fans in sanctuary
- Window coverings
- Miscellaneous finish work per project requirements

NOTE: Detailed line-item breakdown, specifications, and contractor proposals available upon request. All costs subject to change based on:

- Market conditions at time of work
- Permit requirements and inspections
- Discovery of additional issues during renovation
- Changes in project scope by mutual agreement
- Material availability and pricing

EXHIBIT B: PROPERTY LEGAL DESCRIPTION

Property Address:

829 N Mount Vernon Ave , 839 N Mount Vernon Ave, Parking Lot
San Bernardino, California 92413

Assessor's Parcel Number (APN):

0319-241-14-0-000,0139-241-33-0-000, and 0139-241-
13-0-000

Legal Description:

[Complete legal description to be attached from San Bernardino County property records]

Current Zoning: [TO BE PROVIDED]

Property Size: [TO BE PROVIDED]

Improvements: Church buildings including main sanctuary, chapel, fellowship halls, classrooms, kitchen facilities, office spaces, and parking areas.

END OF MEMORANDUM OF AGREEMENT

This document represents a ministry partnership proposal built on mutual respect, shared faith in Christ, transparent communication, and commitment to God's mission in San Bernardino. Both parties approach this MOA as the beginning of prayerful conversation toward final agreement that honors and serves both the Presbytery and CAGI as we walk together in ministry.

USE AGREEMENT

1. The **parties** to this agreement are the First Presbyterian Church of San Bernardino, California non-profit corporation, located at 1900 North D Street, San Bernardino, California 92405 and The Church of Amazing Grace International, a California non-profit corporation located at _____
 2. The **facilities** to this agreement are on the premises of First Presbyterian Church of San Bernardino, 1900 North D Street, San Bernardino, CA 92405 and cover the time share use of the Chapel, Fellowship Hall, Kitchen (for non-cooking food preparation and storage purposes), Fireside Lounge, Classroom 10, Children's Playground and Church Parking Lot.
 3. The time the facilities may be used by the Church of Amazing Grace International are, from 11:00am to 4:00pm every Sunday.
 4. This agreement is a month to month Tenancy at Will, to commence April 1, 2026.
 5. At the expiration of the agreement or upon any sooner termination, The Church of Amazing Grace International will quit and deliver up the Facilities peaceably, quietly and in good order and condition, reasonable wear and use thereof excepted. Either party may terminate or cancel this agreement without penalty with 30 days advance written notice.
 6. The Church of Amazing Grace International agrees to pay to First Presbyterian Church of San Bernardino, on or before the third day of each month, \$2000. for **rent**.
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7. If the rent shall be in **arrears** for ten (10) calendar days or if The Church of Amazing Grace International shall neglect or fail to do or perform and observe any of the covenants herein contained then the First Presbyterian Church of San Bernardino may immediately expel The Church of Amazing Grace International without being deemed guilty in any manner of trespass, and without prejudice of any of the remedies which might otherwise be used for arrearage of rent or breach of covenant.
 8. The Church of Amazing Grace International agrees at all times during the term of this Agreement, at its own expense, to maintain, furnish and deliver to the First Presbyterian Church of San Bernardino liability **insurance** policies in form and with an insurer reasonably satisfactory to the First Presbyterian Church of San Bernardino. Such policy shall insure both the First Presbyterian Church of San Bernardino and the Presbytery of Riverside (with the First Presbyterian Church of San Bernardino and the Presbytery's interest being that of an additional insured) with The Church of Amazing Grace International, against all liability for claims or damages to person(s) or property in or about the Facilities during The Church of Amazing Grace International's use of the Facilities. The amount of said liability insurance shall not be less than \$1,000,000 per occurrence for bodily injury and property damage.

9. The Church of Amazing Grace International shall **hold harmless and indemnify** the First Presbyterian Church of San Bernardino and the Presbytery of Riverside from and against any and all claims, actions, suits, damages, judgments, losses, costs, charges, and expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements whether or not an action is brought, on appeal or otherwise) suffered or incurred by The Church of Amazing Grace International, it's members or guests stemming from its use of the Facilities.

10. The Church of Amazing Grace International shall not permit any **lien** of any kind, type or description or duration to be placed or imposed upon the Facilities or any part thereof or upon the real property upon which it stands.

11. The Church of Amazing Grace International Responsibilities include and are not limited to:

- (1) maintain the Facilities in a clean and safe manner.
- (2) clean of the Facilities prior to use by the First Presbyterian Church of San Bernardino
- (3) not overuse the Facilities in such a way as to cause any undue or serious stress or strain upon the Facilities.
- (4) all furniture and equipment used is to be returned to its original position.
- (5) not do or permit anything which would increase the hazard to the Facilities nor which would increase the insurance rates on the Facilities.
- (7) The church of Amazing Grace International shall keep it's personal property in the Kitchen Annex area when not in use.
- (8) check and lock all doors.
- (9) turn off lights and AC/heating.
- (10) abide by all local, state and federal laws and regulations.
- (11) not remove from the premises equipment, such as folding chairs, tables, utensils, dishes, and appliances, for any reason.
- (12) Personal mishap or any bodily injury that occurs on the church campus during The Church of Amazing Grace activities must be reported to "the church" within 24 hours.

12. The First Presbyterian Church of San Bernardino Responsibilities include and are not limited to:

- (1) maintain the Facilities in good condition and repair and in a clean and safe manner.
- (2) provide and maintain adequate custodial supplies for its customary use of the Building.
- (3) provide and maintain electric light bulbs and fire extinguishers for the entire Building.
- (4) reserves the right to make any structural or cosmetic changes to the Facilities at any time.

13. The Church of Amazing Grace International shall not **sublet** or allow any third party to use any part of the Facilities and represents and warrants that it will require all officers, agents, employees, invitees and guests to adhere with all local, state and federal

regulations. The Church of Amazing Grace International takes sole responsibility for remedying any actions in violation of such regulations, whether that responsibility is financial or otherwise.

14. Each party to this agreement shall provide the name and phone number of a person who can be **contacted** in case a problem or emergency arises.

15. **Weddings** shall not be performed without prior approval of the “the Church” and are subject to “the Church’s” wedding policies and fees.

16. Both parties to this agreement shall remain **open to requests, complaints, suggestions**, and other communications in an atmosphere of mutual cooperation.

17. Any dispute arising from this Agreement shall be submitted to binding **arbitration** through the written agreement of all parties.

18. If The Church of Amazing Grace International defaults hereunder and the First Presbyterian Church of San Bernardino retains an attorney to secure possession of the Facilities or to collect delinquent Rent, The Church of Amazing Grace International agrees to pay the First Presbyterian Church of San Bernardino’s **attorneys’ fees** and costs incurred in respect thereto. Furthermore, in any dispute submitted to arbitration, the prevailing party (as determined by the arbitrator) shall be entitled to recover its reasonable attorneys’ fees and costs incurred. The arbitrator shall determine such award.

19. The First Presbyterian Church of San Bernardino and The Church of Amazing Grace International acknowledge and affirm (i) that both are nonprofit entities, (ii) that both are exempt from taxation under IRS Code 501(c)(3), (iii) that the use of the property has been and will remain during the agreement term for nonprofit purposes only, and (iv) that the rent payable under the lease has been established to reflect the savings below market rent resulting from the exemption from taxation of both the First Presbyterian Church of San Bernardino and The Church of Amazing Grace International.

The Parties have executed this Agreement as of the dates written below.

Accepted by: The Church of Amazing Grace International

Accepted by: First Presbyterian Church of San Bernardino

By: _____

By: _____

Date: _____

Date: _____