

JOINT AGREEMENT OF DISMISSAL
FOR SUNSET PRESBYTERIAN CHURCH
SEPTEMBER 18, 2008

The Session of Sunset Presbyterian Church requests the Presbytery of the Cascades of the Presbyterian Church (USA) (the "Presbytery") to dismiss Sunset Presbyterian Church ("Sunset") to the Presbytery of the West of the Evangelical Presbyterian Church ("E.P.C.") after following 'A Process For Congregations Considering Leaving the PC(USA)' and agreeing to the following resolution worked out by the Presbytery's Resolution Team and Sunset's Denominational Discussion Team:

We believe that the Holy Spirit guided us in conversation and has led us to the following ways in which we might come together on a plan for separation. We are fully aware that these proposals will not meet the expectations of many members of the Presbytery and Sunset; that these proposals call mutually on Sunset and the Presbytery to make material sacrifices; and to risk setting precedent for other churches departing to E.P.C. from the Presbytery. In making this agreement we acknowledge that we have fundamental differences over the interpretation of the Constitution of the PC(USA) and grounds for determination of these differences by civil courts. However, we share the belief that Scripture calls us to seek in all humility to resolve our disagreements and avoid the harm that is done to the Gospel and the Church universal when Christians find themselves resorting to civil litigation and witness to their brokenness rather than the love of neighbor and of enemies that Christ commands us to practice.

Therefore, this proposed plan should in no way be interpreted as a concession by either body to the "rightness" or superiority of the other's convictions and understandings, nor should it be construed as binding the process or the outcome regarding any other dispute between the Presbytery or the PC(USA) and any other congregation; it is simply our best effort to move forward in the Christian spirit of putting others before ourselves, to support each other's future mission and ministry; and to find the reconciliation to which God in Christ calls us.

The negotiating teams from both parties carefully considered the joint impact of the agreement with the purpose of avoiding harm to the ministries of Presbytery, PC(USA) and Sunset. In reaching this agreement the following material matters were taken into consideration:

- Recent and significant budget reductions by Sunset,
- UPCUSA planting of Sunset Church in the 1950's,
- UPCUSA purchase of the Wilshire property,
- Transferred Presbyterians that started Sunset Church and added to Sunset over the years,
- Denominational loans that helped Sunset build at Wilshire,
- Leadership and pastors who have come to Sunset through the PC(USA) denomination,
- Presbytery co-signing loans as Sunset built at Cornell,

- Presbytery providing a gracious procedure for separation and transfer to the Evangelical Presbyterian Church,
- Work and ministry of the Presbytery that Sunset has participated in and which Sunset's departure impacts,
- Ongoing relationships and ministries that Sunset and the Presbytery expect to continue as Sunset transitions to the E.P.C., and
- Our common commitment to glorify God and to fulfill the Great Commission.

To this end, The Presbytery agrees to accept the following commitment from Sunset:

- 1) **Administration.** To lessen the impact of Sunset's departure and provide a period of transition for the Presbytery, Sunset agrees to pay \$123,000 in three successive annual payments of \$41,000 each. The funds set forth in this Section 1 may be used by the Presbytery to care for the needs of any members of Sunset that choose to remain with PC(USA) following the Dismissal Date. Payment will commence thirty (30) days from the Dismissal Date ("Payment Date") and then annually on the anniversary of the Payment Date thereafter. The Dismissal Date shall be defined as the day upon which all of the following events in total are completed:
 - a) The Presbytery has voted in favor of the dismissal of Sunset to the Presbytery of the West of the E.P.C. ("Presbytery Vote Date")
 - b) The expiration of no less than 90 days from the Presbytery Vote Date.
 - c) All necessary real and personal property transfer documents are executed by the Presbytery transferring all right, title and interest to Sunset.
 - d) All necessary transfer documents are completed and submitted transferring Sunset pastors to the Presbytery of the West of the E.P.C.
 - e) Sunset is formally received by the Presbytery of the West of the E.P.C.

- 2) **Missions.** Sunset has provided mission support to the Presbytery in recent years in the amount of \$45,000 annually. To further the mutual goals of: maintaining current levels of Presbytery mission funding, witness to our community our shared desire to provide a positive Christian witness even in disagreement, and emphasize our shared interests, Sunset agrees to contribute \$315,000 to the Presbytery in the form of seven (7) annual payments of \$45,000 each ("Mission Payment"). The Mission Payments shall be paid on the Payment Date set forth in Section 1. Each annual Mission Payment shall be divided among the following missions which reflect the shared values of the Presbytery and Sunset negotiating teams:
 - a) Presbytery Existing Congregation Support: Sunset agrees to provide \$15,000 of the Mission Payment to the following Presbytery Funds for the benefit of existing Presbytery churches. The funds set forth under this section 2(b) shall be divided among the Presbytery funds listed below on an annual basis in amounts to be determined by the Presbytery :
 - i) Barnabas Fund for the support of Presbytery Churches with emergency physical plant needs.
 - ii) Opening Doors Task Force on Disabilities Fund for the purpose of assisting churches with accessibility issues for people with disabilities.

- b) **Next Generation Mission:** Sunset agrees to provide \$15,000 of the Mission Payment to the following Presbytery Funds for the benefit of elementary, middle school, high school and family related missions of the Presbytery. The funds set forth under this section 2(c) shall be divided among the Presbytery funds listed below on an annual basis in amounts to be determined by the Presbytery:
- i) Annual Presbytery Junior High Retreat Fund
 - ii) Cascade Presbytery Youth Assembly Fund
 - iii) Presbytery Youth Camping Programs Fund
- c) **Sherwood Church Building Fund:** Sunset agrees to provide \$15,000 of the Mission Payment to the Presbytery for the benefit of the Sherwood Presbyterian Church Building Fund (“Sherwood Building Fund”). In the event the Sherwood Building Fund ceases to exist, then the funds set forth under this section 2(c) shall be divided among sections 2(a) and 2(b) above as determined by the Presbytery.
- 3) **Loans.** Sunset will also perform whatever actions are necessary to remove the Presbytery from any liability related to the current building loan from Sterling Bank.
- 4) **Sunset Members Electing to Remain with PC(USA).** Sunset and the Presbytery will together develop a Membership Care Plan that provides a safe, confidential and orderly process for church members to declare their desire to stay in the PC(USA). Sunset members who elect to stay with the PC(USA) will be identified by written declaration and contacted by a designated team representing Sunset and the Presbytery so that appropriate pastoral care and membership actions may be provided.
- 5) **Minute Books.** Within ninety (90) days of the Dismissal Date, Sunset shall deliver to the Presbytery a full and complete copy of all Sunset rolls, registers and minutes of meetings of session, trustees and congregation since the inception of the church.
- 6) **PC(USA) Affiliation.** To avoid confusion following the Dismissal Date, Sunset agrees to take the following steps to educate the community and its future attendees that Sunset is no longer affiliated with the PC(USA):
- a) Advertise within thirty (30) days of the Dismissal Date for two (2) consecutive weeks in the Oregonian Life section Sunset’s new affiliation with the E.P.C. denomination.
 - b) Include information on the Sunset web site identifying Sunset with the E.P.C. denomination.
 - c) Change the Sunset Presbyterian Church Yellow Book listing within sixty (60) days of the dismissal date to “Churches-Presbyterian-E.P.C.” or equivalent language as dictated by the Yellow Book.
 - d) Add a sign beneath the current Sunset Presbyterian Church signs located at its north and west entrances which shall state “Member E.P.C. Denomination.”
- 7) **Commitment.** Sunset feels called to the E.P.C. at this time in history and is committed to being part of a reformed denomination.

In exchange for Sunset's commitments as set forth above, the Presbytery agrees to the following:

1. Dismiss Sunset Presbyterian Church from the Presbytery of the Cascades PC(USA) to the Presbytery of the West of the Evangelical Presbyterian Church,
2. Dismiss Revs. Ron Kincaid and Ken Mulder to the Presbytery of the West of the Evangelical Presbyterian Church, if requested,
3. Release any and all claim to real and personal property of Sunset including, but not limited to, transferring title to the property located at 14986 NW Cornell Road, Portland, Oregon to Sunset.

This agreement is the culmination of five months of negotiation, discussion, prayer and compromise. The Joint Agreement constitutes the terms of agreement for a binding document between Sunset and the Presbytery. It reflects the best efforts of both negotiation teams whom have chosen to compromise and err on the side of grace as a witness to others.

In Christ,

Presbytery of the Cascades Resolution Team:

Rev. Michael McCall, Chair

Rev. Aleida Jernigan, Co-Executive Presbyter

Rev. Tom Campbell-Schmitt

Rev. Robin Garvin

Verne Duncan, Elder

Phyllis Wright, Elder

Sunset Denomination Discussion Team:

Jim Blanchard, Chair, Elder

Rev. Ken Mulder, Assoc. Pastor

Al Hahn, Elder

Dennis Kviz, Elder

David Stewart, Elder

Sally Nofziger, Elder

Will Merkel, Elder

Ray Veillet, Elder