

**Merced Integrated Regional Water Management Authority
Joint Powers Agreement**

THIS JOINT POWERS AGREEMENT ("Agreement") is dated and made effective as of _____, 2016 (the "Effective Date") pursuant to the Joint Exercise of Powers Act (Government Code Sections 6500, *et seq.*) by and between the public agencies listed on the attached Exhibit "A", in order to form the Merced Integrated Regional Water Management Authority (MIRWMA)

WHEREAS, it is in the interests of the Members, and the region served by the Members, that the water resources the Members share in common are responsibly managed, protected, and conserved to the extent feasible; and,

WHEREAS, the Members desire to enter into a Joint Powers Agreement (JPA) forming the MIRWMA to provide governance and implement components of the Integrated Regional Water Management Planning Act of 2002, Division 6, Part 2.2 of the California Water Code, as it may be amended from time to time.

WHEREAS, one of the purposes of the MIRWMA is to coordinate and collaborate on supporting goals and objectives outlined in the adopted 2013 Merced Integrated Regional Water Management Plan, and any subsequent version of the plan to optimize available regional water resources.

WHEREAS, each of the members to this Agreement has various oversight and active roles relative to water resources within the Plan Area described below, including, but not limited to, drought preparedness, water use and reuse, climate change, flood management, protection of surface and groundwater quality, water supply and reliability.

WHEREAS, the members agree that the creation of and participation in the MIRWMA does not create any right or authority over a Members' own internal matters or resources, including, but not limited to, each Member's right to exercise its sole discretion in managing its surface water supplies, groundwater supplies, facilities, operations, water management, or water supply projects.

WHEREAS, MIRWMA's role in groundwater management will be limited to technical support and the development of implementing projects per the adopted plan as it may be amended from time to time, in addition to activities currently undertaken by the Merced Area Groundwater Pool Interests which functions under AB3030 and SB1938.

WHEREAS, the members to this Agreement agree that the MIRWMA is not intended to be and does not create a Groundwater Sustainability Agency (GSA), as referenced in the three-bill package, including SB 1168 (Pavley), SB 1319 (Pavley), and AB 1739 (Dickinson), signed into law on September 16, 2014, or any other current or future regulatory entity.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the members hereto as follows:

In all respects as set forth in the foundational and material facts set forth in the recitals, inclusive, above, which are hereby incorporated by reference and able to be relied upon for all purposes.

Article I: Definitions

Section 1.01 – Definitions.

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

(a) “Agency” shall mean a city, county, or an entity eligible to hold an AB 3030 plan, compliant with SB 1938, and participate as a member of a Joint Powers Authority pursuant to Government Code Section 6500, *et seq.* of the Government Code.

(b) “Authority” shall mean the MIRWMA, being the separate entity created by the Members through this Agreement pursuant to the provisions of Government Code sections 6500, *et seq.*

(c) “Board of Directors” or “Board” shall mean the governing body of the Authority as established by Section 3.01 of this Agreement.

(d) “Committee” shall mean any committee established pursuant to Section 3.03 of this Agreement.

(e) “Fiscal Year” shall mean that period of 12 months established as the Fiscal Year of the Authority pursuant to Section 4.01 of this Agreement.

(f) “Days” shall mean calendar days.

(g) “Members” shall mean those members of the Authority more particularly identified on Exhibit A, and any members that shall hereafter become members in accordance with the terms and provisions of this Agreement. All members shall also be an Agency. Upon the admission of any new member, Exhibit A shall be immediately amended and recirculated to each of the members to reflect the updated membership. Agencies requesting membership after the Effective Date of this Agreement must be voted in by the members and may then be designated members.

(h) "Members" or "party" shall mean the members that have executed this Agreement and any subsequent members that have joined in accordance with this Agreement.

(i) "Special Activities" shall mean activities undertaken by the Authority, but are undertaken by fewer than all the members, in the name of the Authority pursuant to Section 3.07.

(j) "Plan Area" shall mean those lands located within the Member boundaries that are within the Merced Sub-Basin, (Bulletin 118 Basin 5-22.04) and are depicted in Exhibit B and in subsequent amendments/modifications.

Article II: Creation of Authority

Section 2.01 – Creation.

The members, pursuant to their joint exercise of powers under the provisions of Government Code sections 6500 *et seq.*, hereby create a public entity to be known as the Merced Integrated Regional Water Management Authority.

Section 2.02 – Term.

This Agreement shall become effective without further action by any party, upon execution by all of the members hereto. This Agreement shall remain in effect until terminated by the Members consistent with the provisions of Section 6.03. Unless it is terminated, this Agreement shall remain in effect and be binding upon the members hereto and upon all subsequent members joined herein for such a period as the Authority engages in any activities under this Agreement. Except as specifically provided in this Agreement, the foregoing provision shall not apply to any party that withdraws from, or is terminated from, its participation in the Authority in accordance with this Agreement.

Any monies collected that have not been expended as of the date of this Agreement shall be credited towards each Member's financial commitment as identified herein.

Section 2.03 – Purpose.

The purpose of this Agreement is to provide for the joint exercise of powers common to each of the Members, through the Authority, to cooperatively carry out the purposes in the adopted Merced Integrated Regional Water Management Plan within the Plan Area in a manner that does not additionally limit a respective Members' rights and authorities over their own water supply matters, including, but not limited to, a Member's surface water supplies, groundwater supplies, facilities, operations, water management, and water supply projects. The Authority is formed solely to coordinate and carry out such activities related to integrated regional water management. Activities

unrelated to such activities concerning integrated regional water management shall not be undertaken by the Authority.

Section 2.04 – Powers.

(a) The Authority shall have the power to take any action to carry out the purposes of this Agreement. The Authority is authorized, in its own name, to do all acts necessary for the exercise of said powers provided that said acts are duly adopted by the Board of Directors and are consistent with this Agreement.

(b) Notwithstanding anything in this Agreement, the Authority shall not have the power to control or limit a Member's rights and authorities over its internal matters or resources, including but not limited to surface water supplies, ground water supplies, facilities, operations, water management, or water supply projects. Likewise, the Authority shall have no power to interfere with a Member's rights, use, or management of a Member's water or water supply.

(c) The Authority shall be prohibited from filing suit against a California Environmental Quality Act ("CEQA") or National Environmental Policy Act ("NEPA") review prepared by any Member, unless required by law to do so. The Authority shall be prohibited from commenting on any CEQA and NEPA document from any Member.

(d) The Authority shall have no power to regulate land use or any regulatory power accorded to the Members.

Article III: Internal Organization

Section 3.01 – Governing Body.

Except to the extent certain powers are delegated to a Committee pursuant to Section 3.03, the Authority shall be governed by a Board of Directors, that is hereby established and that shall be initially composed of one representative from each of the Members. Without amending this Agreement, the Board of Directors composition may be altered from time to time to reflect the termination and/or admission of any new Members. The term of the Board of Directors shall be for two (2) years.

Each Member shall select a representative, a first alternate, and a second alternate from its governing body, or an appointment from the governing body to serve as their Board Director.

The role of each alternate Director shall be to assume the duties of the Director appointed by his/her Member entity in case of the absence or unavailability of such Director, including, without limitation, such Director's duties as a member of any

Committee established pursuant to Section 3.03. The Directors and alternates so named shall continue to serve until their respective successors are appointed.

Section 3.02. – Officers.

The Board shall select a Chair from among the Board of Directors who shall be the presiding officer of the Board meetings. The Board shall select a Vice Chair from among the Board of Directors who shall serve as the presiding officer in the absence of the Chair. The Board shall also select a Secretary, who need not be a member of the Board of Directors. The Board shall also select a Treasurer, who need not be a member of the Board of Directors. The terms of such Officers shall be established by the Board of Directors annually with each Officer being able to serve a maximum of two consecutive terms. The Board may, with cause, alter the appointments, from time to time, at its sole discretion. 'Cause' for purposes of this Agreement means the conviction of a crime of moral turpitude or violation of a conflict of interest law as set forth in either the California Political Reform Act (Government Code section 87100, et. seq.) or Government Code section 1090, the failure of a Board of Director to participate in more than 3 consecutive meetings of the Authority, or such other act or omission of a Board of Director that the remaining Directors determine by unanimous vote is unbecoming of the position and reflects poorly upon the Authority such that his or her removal from the Board is appropriate.

Section 3.03 – Committees.

There shall be established Committees as the Board of Directors shall determine from time to time. Each such Committee shall be comprised of less than a quorum of representatives of Members, shall exist for the term specified in the action establishing the Committee, shall meet as directed by the Board of Directors, and shall make recommendations to the Board of Directors on the activity(ies) of the Authority for which the Committee was established. When the Board of Directors establishes a Committee, each Member shall identify its representative on a Committee, and may alter its appointment, from time to time, at its sole discretion.

Section 3.04 – Seal; Bylaws.

The Board may (but need not) adopt an official seal for the Authority and adopt such bylaws as it may deem necessary to regulate the affairs of the Authority in accordance with this Agreement. The bylaws may be amended from time to time by the Board of Directors as it may deem necessary and may address any matter, including, but not limited to financing, personnel and management of the Authority or any committee therein.

Section 3.05 – Voting; Quorum.

(a) A quorum for the transaction of Authority Business shall be consistent with Exhibit C. Each Board of Director (or in his/her absence alternate Director) shall be entitled to one vote. Any Board member abstaining from a vote shall be counted for

purposes of determining the existence of a quorum, but shall not be deemed to be voting.

(b) Any action by the Board of Directors shall require a vote consistent with Exhibit C.

Section 3.06 – Meetings.

Meetings of the Board of Directors and Committees (to the extent applicable) shall be conducted in accordance with the Ralph M. Brown Act, California Government Code Sections 54950, *et seq.*, as amended from time to time.

Section 3.07 – Special Activities.

With a prior approval of the Board of Directors granted at a noticed public meeting, Members may undertake Special Activities in the name of the Authority. Prior to undertaking a Special Activity, the Members electing to participate in the Special Activity shall enter into an activity agreement. Such activity agreement shall provide that (i) no Special Activity undertaken pursuant to such agreement shall conflict with the terms of this Agreement and (ii) the Members to the activity agreement shall indemnify, defend and hold the Authority, and the Authority's other Members, employees, and agents harmless from and against any liabilities, costs or expenses of any kind arising as a result of the Special Activity described in the activity agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to a Special Activity shall be assets, rights, benefits debts, liabilities and obligations solely of the Members that have entered into the activity agreement for that Special Activity, in accordance with the terms of the activity agreement, and shall not be the assets, rights, benefits, debts, liabilities and obligations of those Members that have not executed the activity agreement. Members not electing to participate in the Special Activity shall have no rights, benefits, debts, liabilities or obligations attributable to such Special Activity.

Article IV: Financial Provisions

Section 4.01 – Fiscal Year.

The Fiscal Year of the Authority shall be from July 1 through June 30 of each year.

Section 4.02 – Funds Accounts.

(a) The Treasurer shall serve as the Fiscal Agent for the Authority unless otherwise directed by the Board. The Fiscal Agent shall be responsible for all money of the Authority from whatever source.

(b) All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly

during the Fiscal Year. The books and records of the Authority shall be open to inspection by the Members during normal business hours.

(c) The Authority shall contract with a certified public accountant to make an audit or review of the accounts and records of the Authority, which shall be conducted in compliance with Section 6505 of the California Government Code. The Fiscal Agent shall have the right to reject any proposed certified public accountant. All costs associated with this Audit shall be the full responsibility of the Authority.

Section 4.03 – Property.

The Board of Directors shall from time to time designate the officers and persons, in addition to those specified in Section 4.02 above, who shall have charge of, handle, or have access to any property of the Authority.

Section 4.04 – Budget.

The Board of Directors shall approve a budget at its initial meeting and before the beginning of each fiscal year thereafter. Funding for the budget shall be provided in equal proportion by each Party, except as to specific projects or litigation matters in which a Member has not elected to participate. Each Member's Governing Body shall authorize its funding contribution before the beginning of the fiscal year.

- (a) Each of the Members may, but are not required to contribute additional money, office space, furnishings, equipment, supplies or services as their respective Governing Boards may deem appropriate.
- (b) Funds may also be derived through State and Federal grants, or other available sources. The Authority may also apply for available State and Federal funds and shall make new and additional applications from time to time as appropriate. The Authority may also establish and collect various fees, leases, or rents as may be authorized by law under the common powers of all Members.
- (c) The Authority may accept and expend funds from public or private sources subject to the legal restrictions which are set forth in the common powers of the Members for the purpose of carrying out its powers, duties, responsibilities, and obligations specified in this Agreement.
- (d) The Authority shall be limited to the making of expenditures or incurring of liabilities in the amount of the appropriations allowed by the budget as adopted and revised by the Authority.
- (e) No Member shall be bound, financially or otherwise, by any obligation, contract, or activity undertaken by the Authority unless and except to the

extent agreed upon in writing by the Member, except that each Member shall be obligated to fund its then current annual share of the general basic budget of the Authority, provided such budgets are otherwise approved as provided herein. Funding of other matters shall be through Special Activity agreements, or as otherwise agreed to by the Members in writing. The Members expressly intend that the Authority be solely liable for all debts, awards, judgments, penalties, claims, or other demands for money, action or inaction, regardless of how denominated, characterized, or accrued.

Article V: Management

Section 5.01 – Management.

In addition to, or in lieu of, hiring employees, the Authority may engage one or more members to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors. A party so engaged may, but need not, be a Member. Any party so engaged shall have such responsibilities as set forth in the contract for such party's services. All benefits, wages, salary, retirement, taxes or other obligation, economic or otherwise, shall be the sole obligation of the Authority.

Article VI: Relationship of Authority And Its Members

Section 6.01 – Separate Entity; Property.

In accordance with California Government Code Sections 6506 and 6507, and in furtherance of the terms of this Agreement, the Authority shall be a public entity separate and apart from the members to this Agreement. Unless otherwise agreed herein, the debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the Member entities. The Authority shall own and hold title to all funds, property, and works acquired by it during the term of this Agreement.

Section 6.02 – Admission, Withdrawal and Termination of Members.

(a) Additional Agencies may join in this Agreement and become Members upon the approval of the Board of Directors, subject to terms and conditions as may be established by the Board of Directors. Prior to being admitted as a new Member, an entity shall execute an agreement to be bound by the terms of this Agreement and any amendments or supplements hereto, as if such entity had been an original signatory hereto.

Any Member may withdraw from this Agreement by giving written notice of its election to the Chairman. The termination is effective on the 30th day following the notice of withdrawal, the "Effective Date of Withdrawal." A Member may not withdraw from this Agreement if said Member is actively participating in an Authority activity or special activity agreement that otherwise requires the Member's continued participation. In such

event, the Member may withdraw from this Agreement only upon the unanimous consent of the Board of Directors, which may be conditioned as appropriate.

(b) Upon withdrawal, the Member shall not be relieved of all obligations for assessments to pay costs or liabilities of the Authority that were incurred prior to the Effective Date of Withdrawal, and the same shall survive until satisfied in full.

(c) In the event one Member refuses further participation under the Agreement, or is in breach of its obligations under this Agreement, such Member may be terminated by a vote of the Board of Directors consistent with Exhibit C, and upon termination it shall no longer be a member of the Authority, but will be subject to surviving duties and obligations.

(d) Upon the termination, of a Member's participation under Section 6.02(d), such former Member shall have no further obligations to the Authority, except that such Member shall not be relieved of any obligations for assessments to pay costs, obligations or liabilities of the Authority, that were incurred prior to the vote terminating that Member's participation under Section 6.02(d) such as obligations arising out of a special activity agreement.

(e) Any provision of this Agreement which imposes an obligation on any Member after the termination of this Agreement shall survive such termination.

Section 6.03 – Termination and Disposition of Property Upon Termination or Determination By Board of Directors of Surplus.

(a) This Agreement may be terminated upon the vote of 2/3 of the Members.

(b) Upon termination of this Agreement, or upon determination by the Board of Directors that any surplus money is on hand, such surplus money shall be returned to the Members of the Authority that contributed such monies in proportion to their contributions. The distribution of the said surplus shall be proportionate to the prior documented contributions of the Members. The Authority shall prepare an accounting that describes the contributions recognized as being subject to distribution.

(c) The Board of Directors shall first offer any surplus properties, works, rights, and interests of the Authority for sale to the Member entities, and the sale shall be based on the highest bid. If no such sale is consummated, then the Board of Directors shall offer the surplus properties, works, rights, and interests of the Authority for sale in accordance with applicable law to any governmental agency, private entity or persons for good adequate consideration.

Each Member shall have the right, but not the duty, to participate in the defense of any action that may result in liability under this section. If a Member that is a party in an action that may cause liability under this section does not give notice to the other Members within five (5) business days of the service of the complaint that may result in

liability, then the other Members will not be subject to contribution under this section unless each individually chooses to accept such liability, in full or part.

Section 6.04 – Liability for Debts.

The Members do not hereby intend to be obligated, either jointly or severally, for the debts, liabilities, or obligations of the Authority, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented. Provided, however if any Member(s) of the Authority is, under such applicable law, held liable for the acts or omissions of the Authority caused by negligent or wrongful acts or omissions occurring in the performance of this Agreement, such Member shall be entitled to contribution from the other Members so that after said contributions each Member shall bear an equal share of such liability.

Article VII: Miscellaneous Provisions

Section 7.01 – Amendment.

This Agreement may be amended from time to time in performance with Exhibit C. To provide non-concurring Members an opportunity to withdraw from the Authority as provided herein, an amendment shall be binding on all Members sixty (60) days after the required concurrence has been obtained.

Section 7.02 – Severability and Validity of Agreement.

Should the participation of any party to this Agreement, or any part, term, or provision of this Agreement, be determined in a court of law to be illegal, in excess of that party's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each party hereby agrees it would have entered into this Agreement upon the remaining terms and provisions.

Section 7.03 – Assignment.

Except as otherwise provided in this Agreement, the rights and duties of the members to this Agreement may not be assigned or delegated without the advance written consent of the Authority, and any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Authority then in effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the members hereto. This section does not prohibit a party from entering into an independent agreement with another agency regarding the financing of that party's contributions to the Authority or the disposition of process that party receives under this

Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the members under this Agreement.

Section 7.04 – Notices under Agreement.

Notices authorized or required to be given pursuant to this Agreement shall be in writing, and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the members hereto on Exhibit A of this Agreement, or to such other changed addresses communicated to the Authority and the Member entities in writing, and to such other entities that become Members.

Section 7.05 - Insurance.

The Authority shall procure, carry and maintain commercial general liability insurance to include coverage for all operations of the Authority under this Agreement, including, but not limited to the following: (a) premises, operations and mobile equipment liability; (b) completed operations and products liability; (c) blanket contractual liability; (d) explosion, collapse, and underground hazards; (e) personal injury liability; and (f) protective liability for impacts on the Members' operations. The Authority shall provide the Commercial General Liability Insurance with limits not less than the following: (i) \$3,000,000.00 each occurrence, or for a combined occurrence of bodily injury and property damage; (ii) \$1,000,000.00 completed operations and products liability; and (iii) \$1,000,000.00 personal and advertising injury. The Authority shall provide the policy with an endorsement for a general aggregate limit per project.

Section 7.06 – Defense and Indemnity.

The Members expressly intend that the Authority be solely liable for all debts, awards, judgments, penalties, claims, or other demands for money, action or inaction, regardless of how denominated, characterized, or accrued. In addition, all personnel, labor, benefits, contract liability, and tort liability shall be the sole liability of the Authority and not of one or more Members.

Except for Special Activities as provided in Section 3.07 and disputes arising Section 6.03, the Authority shall assume the defense of, and indemnify, and hold harmless each Party to this Agreement and its respective officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of the Authority undertaken pursuant to this Agreement, except to the extent the liability arises from the gross negligence or willful misconduct of the members seeking indemnity.

Section 7.07 – Dispute Resolution.

In the event there are disputes and/or controversies relating to the interpretation, construction, performance, termination, breach of, or withdrawal from this Agreement,

the members involved shall in good faith meet and confer amongst themselves in an attempt to informally resolve such matter(s). If the members are unsuccessful in resolving such matter(s) through an informal meeting process within sixty (60) days of the accrual of the dispute, they shall attempt to resolve such matter(s) through mediation utilizing a commercially recognized alternative dispute resolution provider. If the members are unable to resolve such matter(s) through mediation within ninety (90) days of having contacted the mediator, they may attempt to settle such issue(s) through binding arbitration under the rules and regulations of the American Arbitration Association. Any party requesting arbitration under this Agreement must make a request on the other members by registered or certified mail, with a copy of such request provided to the American Arbitration Association.

The cost of the Arbitrator shall be deposited with the Arbitrator, and shall be borne equally by the members agreeing to arbitration, based on the Arbitrator's estimate, and shall be paid either in advance or as agreed prior to the date set for Arbitration. Each party shall bear their own attorneys' fees and costs.

All costs related to undertaking the rights set forth in this section shall be borne equally by the members involved, and shall be paid either in advance or as agreed. If a party does not pay as required, the non-paying party shall lose its rights under this section.

Section 7.08 – Execution In Parts Or Counterparts.

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the members hereto. Facsimile or electronic signatures shall be binding. The Authority shall hold all the executed versions of this Agreement and make them available as requested. The Authority shall maintain all public records as required by law.

IN WITNESS WHEREOF, the members hereto, pursuant to resolutions duly and regularly adopted by their respective board of directors or governing board, have caused their names to be affixed by their proper and respective officers as of the day and year first above written.

Name of Member: County of Merced

By: _____
[Signature]

Date: _____

Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
[Signature]

Date: _____

Counsel Name: _____
Title: _____

Name of Member: City of Atwater

By: _____
[Signature]

Date: _____

Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
[Signature]

Date: _____

Counsel Name: _____
Title: _____

Name of Member: City of Livingston

By: _____
[Signature]

Date: _____

Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
[Signature]

Date: _____

Counsel Name: _____
Title: _____

Name of Member: City of Merced

By: _____
[Signature]

Date: _____

Name: _____
Title: _____

APPROVED AS TO FORM:

By: Kenn Rozell
[Signature]

Date: 1/11/16

Counsel Name: KENNETH ROZELL
Title: Senior Deputy City Attorney

Name of Member: Merced Irrigation District

By: _____
[Signature]

Date: _____

Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
[Signature]

Date: _____

Counsel Name: _____
Title: _____

Name of Member: Stevinson Water District

By: _____
[Signature]

Date: _____

Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
[Signature]

Date: _____

Counsel Name: _____
Title: _____

Exhibit A

Members

County of Merced

City of Atwater

City of Livingston

City of Merced

Merced Irrigation District

Stevinson Water District

Exhibit B

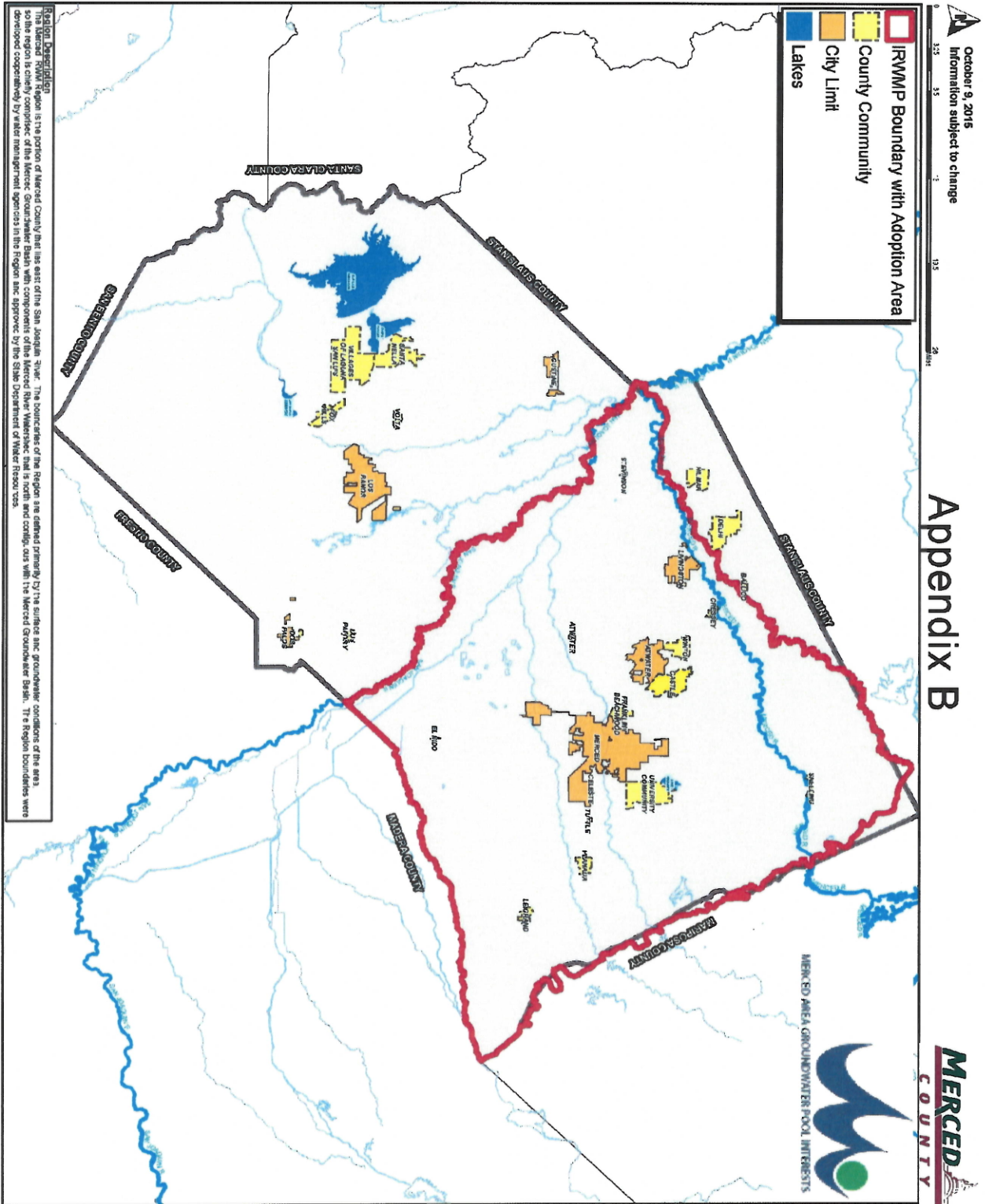


Exhibit C
Voting Matrix

	Action	Voting Requirement
1	Meeting Quorum	Majority
2	Acceptance of Members	2/3
3	Termination of Members	2/3
4	Legal authorities provided to JPA	Unanimous
5	Fiscal Actions – Budget Approvals	2/3
6	Budget Expenditures	Majority
7	Joint Powers Agreement Amendments	2/3
8	Termination of Agreement	2/3
9		
10		