

**ARTICLE XII.
STANDING COMMITTEES**

There will be a standing Financial Committee and a standing Technical Committee established by the Diversion Authority, to provide advice and guidance to the Diversion Authority. In addition, the Diversion Authority may appoint such ad hoc committees and work groups as it deems appropriate.

**ARTICLE XIII.
TERM AND TERMINATION OF AGREEMENT**

This Agreement will continue to be in full force and effect until it is terminated upon unanimous approval of the members to this Agreement. It is the intent of the members that this agreement will terminate on or before the execution of the PPA.

**ARTICLE XIV.
MODIFICATION OF AGREEMENT**

This Agreement may be modified only by the unanimous consent of the members to this Agreement.

**ARTICLE XV.
LIABILITY**

A) APPLICABILITY. The Diversion Authority shall be considered a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. Pursuant to N.D.C.C. §32-21.1-02(6) and M.S.A. §471.59 the Diversion Authority shall be considered a political subdivision as it is responsible for the administration of this Limited Joint Powers Agreement. The