

Addendum to Colorado River Cooperative Agreement

The Signatories recognize that they have a history of cooperation with water users of all descriptions, adjusting their operations and providing water on a temporary basis to respond to the operational needs and emergency circumstances of others. The Signatories will work in good faith to support such cooperative efforts. Except as specifically described below, the following activities are not intended to be governed or constrained by the CRCA:

- Emergency potable water interconnect agreements that allow other municipal water providers to make a physical interconnection with the Denver Water's water system to allow the Denver Water's water to be delivered on a temporary basis to such provider during emergency conditions;
- Water made available temporarily by Denver Water without charge during an emergency situation that poses a risk to public safety, public health or the environment;
- Exchanges of water by Denver Water with another entity to accommodate operational constraints caused by maintenance, repair or other similar activities where the entity agrees to replace, rather than purchase, the water. Such exchanges shall be treated as spot sales for the purposes of and subject to Article I.B.3.a.ii, 3.a.iii, and 3.a.iv.

No failure on the part of a party to exercise, and no delay in exercising, any right, privilege or power under the CRCA shall ever give rise to any argument, claim, defense or theory of acquiescence, waiver, bar, merger, issue or claim preclusion, stare decisis, promissory estoppel, equitable estoppel, laches, unclean hands or any other similar position or defense concerning any factual or legal position, or to any administrative or judicial practice or precedent, by or against any of the Signatories.