



February 6, 2026

Nick Snyder
Kootenai County
451 Government Way
Coeur d'Alene, ID 83814

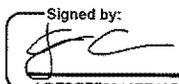
RE: Letter of Agreement (“LOA”) - Recreation Improvement Funding -Avista Contract CDR02991

Background and Purpose: In accordance with the June 2007 Settlement Agreement (the “Agreement”) between Avista Corporation (“Avista”) and Kootenai County (the “County”) on behalf of the Kootenai County Parks and Waterways Department (“KCPW”), Avista is required, in part, to provide funding for recreation projects, in coordination with the recreation and land use managers (“Land Use Managers”). The Land Use Managers and Avista have determined that the 2026 funding (the “Funding”) under the Agreement should be used to replace and upgrade the Carlin Bay dock (located on Kootenai County property on Coeur d’Alene Lake) with an encapsulated boat launch dock and integrated swim area to increase swimmer safety (the “Project”). The purpose of this Letter of Agreement (“LOA”), entered into between Avista and the County (collectively, the “Parties”), is to set forth each Party’s obligations associated with completing the Project. Avista agrees to provide the Funding, and the County agrees to administer the Funding and manage the Project, subject to the terms set forth below. **Therefore, the Parties agree as follows:**

1. *Avista’s sole responsibility under this LOA is to provide the Funding in the total amount of \$66,000.00*, comprised of \$60,000.00 for completion of the Project and \$6,000.00 for removal of the abandoned dock and debris.
2. This LOA will be effective from the last date of execution set forth below through December 31, 2026.
3. The County shall be responsible for purchasing the materials and contracting for the work required to complete the Project.
4. The County must submit an invoice to Accounts Payable at accountspayable@avistacorp.com. **Please Note:** A reference to *Org Code C04* and *Contract No. CDR02991* must be placed on such invoice; failure to include these references and submitting the invoice as set forth in this paragraph *will delay payment*. Avista will pay the County’s invoice within 30 days of receipt.
5. Subject to applicable law, the County shall release, indemnify and hold harmless Avista and its directors, officers, employees and agents from any and all responsibilities, liabilities, claims for personal injury, property damage or contamination, legal actions or suits, damages or losses of any kind or description, both at law or in equity, arising from or related to the Project or future use thereof by the County and the public. *The Parties have voluntarily and knowingly agreed to this provision, which will be binding upon and inure to the benefit of the Parties, their successors, assigns and personal representatives.*
6. Avista’s Representative is Rene´ Wiley or her designee; the County’s Representative is Nick Snyder or his designee.
7. This LOA will be construed and interpreted in accordance with the laws of the State of Idaho excluding any choice of law rules that may direct the application of laws of a jurisdiction other than Idaho.

Avista Corporation

Kootenai County

Signed by:


 (Signature)
 Jillian Cairés

 (Printed Name)
 Director, Environmental Affairs

 (Title)
 Feb-06-2026 | 7:55 PM PST

 (Date Signed)

 (Signature)
 Bruce Mattare

 (Printed Name)
 Kootenai County Commission Chair (Acting)

 (Title)

 (Date Signed)