

**Mutual Hold Harmless and Indemnification Agreement
Gould's Landing Boat Launch**

This Hold Harmless and Indemnification Agreement (hereinafter referred to as the "Agreement") is entered into this _____ day of _____, 2026, by and between KOOTENAI COUNTY (hereinafter referred to as "the County"), and the WORLEY HIGHWAY DISTRICT (hereinafter referred to as "the District.")

WHEREAS, the District has jurisdiction of a public right-of-way now known as Double Tree Lane that extends to the ordinary highwater mark of Lake Coeur d'Alene;

WHEREAS, the District maintains Double Tree Lane for public travel;

WHEREAS, a boat launch identified as "Gould's Landing" was installed by the County below the ordinary highwater mark;

WHEREAS, the County maintains the public boat launch;

WHEREAS, the County and the District recognize that their activities may expose them to a tort claim relative to this area;

WHEREAS, the County and District intend to appropriately allocate risk for their separate activities at the boat launch;

NOW THEREFORE, in consideration of the mutual covenants expressed in this Agreement, the parties agree as follows:

1. The County agrees to indemnify and hold the District harmless from any and all liability, loss, damage, or claims, of any description, which result from the negligence of the County and its employees, officers, and/or agents that the District may suffer arising out of or in connection with the boat launch.
2. The District agrees to indemnify and hold the County harmless from any and all liability, loss, damage, or claims, of any description, which result from the negligence of the District and its employees, officers, and/or agents that the County may suffer arising out of or in connection with its maintenance of Double Tree Lane.
3. This Agreement shall not apply to any legal action or claims arising from intentional or grossly negligent acts or omissions of the County or the District.
4. The County and the District reserve the right to defend or settle any legal action or claim to which the provisions of this Agreement are or may be applicable.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day, month and year first set forth above.

BOARD OF KOOTENAI COUNTY COMMISSIONERS

By: _____
Bruce Mattare, Chairman

Attest:

Jennifer Locke, Clerk

By: _____
Deputy Clerk

WORLEY HIGHWAY DISTRICT

By: _____
Phil Cooper, Chairman

Attest:

Charyl Ragan, District Clerk