

# BINGHAM COUNTY COMMISSIONERS

Whitney Manwaring, Chairman

Eric Jackson

Drew Jensen



Lindsey Gluch, Commission Clerk

501 N. Maple Room 204

Blackfoot, ID 83221

Phone (208) 782-3013

Fax (208) 785-4131

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## Friday, February 20, 2026

8:15 a.m.	Approval of Commissioners Agenda.	{ACTION ITEM}
8:15 a.m.	Approval of Cash Warrants, Claims, Administrative Documents and Personnel Action Forms.	{ACTION ITEM}
8:15 a.m.	Approval of Bingham County Sunday Exempt Permit for Pinedale Lanes Bowling Tournament to take place on March 1, 2026.	{ACTION ITEM}
8:15 a.m.	Approval of Tax Inquiry Forms.	{ACTION ITEM}
8:15 a.m.	Discussion and decision regarding Memorandum of Agreement documents for 3b Detention allowing District 6 counties to rent space within the 3B Detention, with approval to allow Commissioner Jensen to sign said Documents.	{ACTION ITEM}
9:00 a.m.	Approval of Resolution for destruction of records for the Sheriffs Office.	{ACTION ITEM}
9:00 a.m.	Discussion with Seventh Judicial regarding proposed additional District Judge for Bingham County, with potential decision- Requested By Clerk Eckhardt.	{ACTION ITEM}
9:30 a.m.	Executive Session pursuant to Idaho Code Section 74-206(1)(a)&(b), to Consider personnel matters.	{ACTION ITEM}



Meeting Date: February 20, 2026  
Meeting Time: 8:15 am

## REQUEST FOR MEETING WITH BINGHAM COUNTY COMMISSIONERS FORM

The Board of County Commissioner's hold meetings various days throughout the week, which are coordinated with the Commission Clerk. Per Idaho Code §74-204(1), the Board cannot hold a meeting without less than 48 hours' notice and posting on the Commission Agenda. Any person(s) needing special accommodations should contact the Lindsey Gluch, Commission Clerk, at (208)785-3013.

Name: **Lindsey Gluch**

Email: **Lgluch@binghamid.gov**

Phone Number: **(208)782-3013** Address: **501 North Maple, Blackfoot**

1. What is the topic of discussion that you wish the Board to have?
  - a. **Approval of Bingham County Sunday Exempt Permit submitted by Pinedale Lanes for a Bowling Tournament to take place on March 1, 2026.**
2. Approximately how much time will you need for this agenda item?
  - a. **5 minutes**
3. Will you be requesting that the Board make a decision?

**Yes.**
4. Have all supporting documents been included with this form? If not, please note that your meeting may not be scheduled until all necessary documentation has been provided to the Commission Clerk.

**Yes. The Bingham County Sunday Exemption Permit is attached.**
5. Please provide the name and contact information of the individuals that you would like to be invited to the meeting. (Include name, telephone number and email address if known)

**N/A**

Please hand deliver or email this completed form, along with all supporting documents to Lindsey Gluch at [Lgluch@binghamid.gov](mailto:Lgluch@binghamid.gov), at least 24 hours prior to your scheduled meeting time.

# BINGHAM COUNTY SUNDAY EXEMPTION PERMIT

BINGHAM COUNTY ORDINANCE 3-1-13



LICENSE HOLDER: Noyes Ventures LLC dba Pindale Lanes FEE: \$20.00  
ADDRESS: 533 W. Highway 26 PHONE: 208.785.2122  
BINGHAM CO. ALCOHOL LICENSE # 48 ISSUED: 11/15/2025  
DESCRIPTION OF EVENTS: Bowling Tournament

EXEMPTION DATE: 3/1/26

This permit allows the said licensee to sell, serve, dispense, give away, or dispose beer for consumption on the licensed premises between the hours of 10:00 A.M. and 10:00 P.M. on Sunday for said event. This license shall be kept at the licensed premises. The licensee shall, without delay, present the permit to any law enforcement officer or county code enforcement officer immediately upon that officer's request in reference to Bingham County Ordinance 3-1-13.

Brandy Noyes  
Signature of Licensee

Unless licensee is disqualified, approval of this permit does certify that the Licensee is entitled to hold and use this Sunday Exemption Permit at the above designated premises, subject to Idaho Code sections 31-714, 31-801, 31-828.

COMMISSIONERS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
DATE: \_\_\_\_\_

BINGHAM COUNTY SHERIFF:  
Jeff Gardner  
DATE: 2-17-2026  
BINGHAM COUNTY CLERK:  
\_\_\_\_\_



Meeting Date: February 20, 2021  
Meeting Time: 8:15 am

## REQUEST FOR MEETING WITH BINGHAM COUNTY COMMISSIONERS FORM

The Board of County Commissioner's hold meetings various days throughout the week, which are coordinated with the Commission Clerk. Per Idaho Code §74-204(1), the Board cannot hold a meeting without less than 48 hours' notice and posting on the Commission Agenda. Any person(s) needing special accommodations should contact the Lindsey Gluch, Commission Clerk, at (208)785-3013.

Name: **Lindsey Gluch**

Email: **Lgluch@binghamid.gov**

Phone Number: **(208)782-3013**

Address: **501 North Maple, Blackfoot**

1. What is the topic of discussion that you wish the Board to have?
  - a. **Approval of Tax Inquiry forms submitted by the County Assessor, Donovan Harrington.**
2. Approximately how much time will you need for this agenda item?
  - a. **5 minutes**
3. Will you be requesting that the Board make a decision?

**Yes.**
4. Have all supporting documents been included with this form? If not, please note that your meeting may not be scheduled until all necessary documentation has been provided to the Commission Clerk.

**Yes. The Tax Inquiry Forms are attached.**
5. Please provide the name and contact information of the individuals that you would like to be invited to the meeting. (Include name, telephone number and email address if known)

**N/A**

Please hand deliver or email this completed form, along with all supporting documents to Lindsey Gluch at [Lgluch@binghamid.gov](mailto:Lgluch@binghamid.gov), at least 24 hours prior to your scheduled meeting time.

TAX INQUIRY

The Board of Bingham County Commissioners hereby take the following action:

Tax # MH342835 C004A Year(s) 2025

on behalf of Clement, Todd Morain

Having:  Personally met this day  Telephoned

It was agreed to allow:

Tax cancellation of \$ ALL Interest excused of \$ ALL

Penalty cancellation of \$ ALL Fees excused of \$ ALL

Solid Waste fee cancellation of \$ \_\_\_\_\_

Adjust value from \$ 6500 to \$ 0 Difference \$ 6500

Allow an extension until \_\_\_\_\_

Request a reappraisal by Assessor  
(Scheduled for \_\_\_\_\_)

The reason for this action is due to:

Hardship  Error  Homeowners

Other comments:

Mobile home was double assessed.

Signed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Submitted by:

Commissioners

DONAVAN HARRINGTON  
Assessor  
Judy Byler - Deputy

Chairman

Treasurer

Board Member

Board Member

Meeting Date: February 20, 2026  
Meeting Time: 9:15 am



## REQUEST FOR MEETING WITH BINGHAM COUNTY COMMISSIONERS FORM

The Board of County Commissioner's hold meetings various days throughout the week, which are coordinated with the Commission Clerk. Per Idaho Code §74-204(1), the Board cannot hold a meeting without less than 48 hours' notice and posting on the Commission Agenda. Any person(s) needing special accommodations should contact the Lindsey Gluch, Commission Clerk, at (208)785-3013.

Name: **Lindsey Gluch** (Per the verbal request of Commissioner Drew Jensen)

Email: **Lgluch@binghamid.gov**

Phone Number: **(208)782-3013** Address: **501 North Maple, Blackfoot**

1. What is the topic of discussion that you wish the Board to have?
  - a. **Discussion & decision regarding Memorandum of Agreement documents for 3B Detention, allowing District 6 Counties to rent space within 3B Detention, with approval to allow Commissioner Jensen to sign said documents.**
2. Approximately how much time will you need for this agenda item?
  - a. **15 minutes**
3. Will you be requesting that the Board make a decision?

**Yes.**
4. Have all supporting documents been included with this form? If not, please note that your meeting may not be scheduled until all necessary documentation has been provided to the Commission Clerk.

**Yes. The proposed Memorandum of Agreement documents are attached.**
5. Please provide the name and contact information of the individuals that you would like to be invited to the meeting. (Include name, telephone number and email address if known)

**Paul Rogers**

Please hand deliver or email this completed form, along with all supporting documents to Lindsey Gluch at [Lgluch@binghamid.gov](mailto:Lgluch@binghamid.gov), at least 24 hours prior to your scheduled meeting time.

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**BONNEVILLE, BINGHAM, BUTTE COUNTIES, STATE OF IDAHO  
(REPRESENTING THE**

**3 B JUVENILE DETENTION CENTER) AND  
COUNTY OF JEFFERSON, STATE OF IDAHO**

**THIS AGREEMENT** is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the 3 B JUVENILE DETENTION CENTER, State of Idaho, and the County of Jefferson, State of Idaho, pursuant to the provisions of Section 20-517, Idaho Code.

**WITNESSETH**

**WHEREAS** Jefferson County is authorized by law to provide maintenance for children for emergencies and other care pursuant to provisions of Chapter 5, Title 20, Idaho Code; and

**WHEREAS**, as required by law, 3 B Detention operates a detention facility for the temporary detention and maintenance of children (hereinafter "District 6 Juvenile Detention Center").

**NOW THEREFORE**, for and in consideration of the mutual promises contained herein and other good and valuable considerations, Jefferson County and 3 B Juvenile Detention (in its own capacity and on behalf of the 3 B Juvenile Detention Center), HEREBY AGREE:

1. 3 B Juvenile Detention will allow male and female juvenile offenders under the jurisdiction or control of Jefferson County (hereinafter "Juveniles") to be temporarily housed at the 3 B Juvenile Detention Center and will treat all such Juveniles in the same manner as other

Juveniles housed at the center in accordance with the rules, regulations, and policies of the 3 B Juvenile Detention Center.

2. a. **Placement with Court Order.** Arrangement for desired maintenance and housing of Juveniles shall be made at least four (4) hours in advance, if possible, of the requested admission or arrival time. Prior notification shall not be required in situations of an emergency or when such notification is not reasonably feasible. Prior notification shall be made by the Prosecuting Attorney's Office, Sheriff's Office, or the Juvenile Probation Officer of Jefferson County by contacting the 3 B Juvenile Detention Center. All Juveniles transported to the Center will not be admitted without a **Court Order** which authorizes said Juveniles' detention at the Center.

b. **Pre-arraignment Detentions.** Juveniles who are in custody and require temporary detention may be housed at the Center pending arraignment. 3 B Juvenile Detention agrees that it must provide a court order placing the Juvenile at the Center by noon the next judicial day after the detention begins. If said order is not obtained, Jefferson County will be responsible for assuming custody and transporting the Juvenile from the Center to Jefferson County.

c. **Criminal Act Requirement.** The 3 B Juvenile Detention Center requires that any crime in which a contracted juvenile is housed meets the following requirement(s): The crime in which the juvenile is / will be charged must be an act or omission of a federal, state, local, or municipal law or ordinance which would be a crime if committed by an adult, regardless of where the same occurred, except traffic, water craft, fish and game, or failure to obey a misdemeanor citation. Juveniles who are charged solely with Status Offenses will not be housed. If a juvenile is / will be charged with a Status Offense which violates a valid Court Order, the said circumstances will be taken into consideration before a detainment decision will be made.

d. **Social History Reports.** The 3 B Juvenile Detention Center requires that all post-adjudicated Juveniles housed in the facility be accompanied by a Social History report. Such report must include all current and past charges; substance abuse concerns; as well as physical, emotional, and sexual abuse issues. If a Juvenile is detained pre-adjudicatory, Jefferson County agrees to provide the 3 B Juvenile Detention Center administrator or his designee with as much information as possible regarding the Juvenile's Social History. This information should be received by the 3 B Juvenile Detention Center no later than noon the day after detainment. The 3 B Juvenile Detention Center agrees to keep all such Social History confidential.

3. Jefferson County will be responsible for obtaining medical releases for the Juvenile and providing all information requested by the Center's administrative staff. Jefferson County will also be responsible for all necessary arrangements for, and costs of, all desired services not normally provided at and by the 3 B Juvenile Detention Center or its staff, such as, but not limited to, medical or testing for conditions not directly related to the Juveniles being housed at the Juvenile Detention Center. It is expressly understood that Jefferson County assumes all responsibility for the Juveniles under its jurisdiction and control while said Juveniles are not housed or detained within the doors of the 3 B Juvenile Detention Center and that all Juveniles shall be delivered by Jefferson County, at its expense, to the doors of the 3 B Juvenile Detention Center.

4. Detention, maintenance, and housing of Juveniles under the jurisdiction and control of the 3 B Juvenile Detention Center shall be short and temporary.

5. Jefferson County agrees to pay to the 3 B Juvenile Detention Center the sum of Four Hundred Fifty and No/ 100 Dollars (\$450.00) per day for each Juvenile housed in the 3 B Juvenile Detention Center under this separate Agreement. A day will be defined as any period of

time in which Juvenile eats two (2) or more regularly scheduled meals or occupies a bed for any portion of a night.

6. The 3 B Juvenile Detention Center reserves the right to refuse admittance of any Juvenile under the jurisdiction of Jefferson County when such admittance would unduly burden the facilities or create disadvantages for Juveniles under the jurisdiction of Bonneville, Butte, or Bingham Counties. The Administrator of the Center may also refuse admission of, or order within twenty-four (24) hours the removal of, any Juvenile whose presence, or whose continued presence, would be unduly detrimental to the welfare of such Juvenile or of any juveniles in the Juvenile Detention Center or the general operation of the detention facility. Said right of refusal shall be limited to situations involving Jefferson County Juveniles:

- a. That are charged solely with a Status Offense(s), with no pending criminal offense;  
or
- b. That are not accompanied by complete and proper documentation and arrive without prior notification of at least four (4) hours to the 3 B Juvenile Detention Center; or
- c. That have medical conditions or injuries requiring immediate medical treatment;  
or
- d. That are in such an emotional or distraught state as to be a risk to themselves, other Juveniles at the Center, or to 3 B Juvenile Detention Center employees.

7. When the 3 B Juvenile Detention Center has reached its full capacity for detainees, juveniles who were placed at the Center by an entity other than Bonneville, Butte, and Bingham Counties will be released to the custody of the responsible county, in accordance with their chronological entrance date into the facility, coupled with considerations of case related requirements for detention such as protection to the community. The weight given to those

considerations shall be at the sole discretion of, and shall be determined by, the Director of the District 6 Juvenile Detention Center or his designee.

8. The 3 B Juvenile Detention Center agrees to certify to 3 B JUVENILE DETENTION at the end of each calendar month the name of each child placed as provided in this Agreement, the length of time care was provided, and the rate or rates and total charge in accordance with this Agreement. For this purpose, the 3 B6 Juvenile Detention Center agrees to maintain a current registry of Juveniles which shall be open to inspection by authorized representatives of JEFFERSON County or its attorney at all reasonable times.

9. Neither the 3 B Juvenile Detention Center nor Jefferson County shall discriminate as to Juveniles placed and cared for because of race, color, creed, or national origin.

10. The 3 B Juvenile Detention Center shall adopt and comply with the standards of the Prison Rape Elimination Act. All contracting agencies shall also adopt and comply with the standards of the Prison Rape Elimination Act and allow the 3 B Juvenile Detention Center administration adequate opportunity to monitor the contracting agency's compliance with PREA standards.

11. INDEMNIFICATION: Except as precluded by applicable law (including the limitations prescribed by the laws of the state of Idaho and, to the extent required by such laws, the lawful policies promulgated by the JEFFERSON COUNTY BOARD OF COMMISSIONERS), the COUNTY shall indemnify and hold \_\_\_\_\_ harmless for injury (physical or otherwise) or death to persons or damage to property arising from acts or omissions of the COUNTY and COUNTY'S employees, agents, and representatives. COUNTY'S liability coverage is self-funded and administered by the State of Idaho Risk Management Program. This indemnity shall not extend the responsibility or liability of County beyond that allowed by applicable law, including without limit and to the extent applicable, the Idaho Tort Claims Act.

The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Idaho; (2) the consent of the County or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the County. 12. No officer, agent, or employee of 3 B JUVENILE DETENTION shall be entitled to receive or be admitted to any personal share or benefit under any provision of this Agreement.

13. This Agreement shall be in effect from March 1, 2026, until September 30, 2026. Either party may terminate this Agreement by giving the other party written notice postmarked or hand delivered, at least thirty (30) days prior to the intended date of termination.

14. It is expressly acknowledged and agreed that the parties shall observe the confidentiality of information provisions of the Idaho Code, county, state, and federal regulations pertaining to any records, access to which is provided by JEFFERSON County or the 3 B Juvenile Detention Center for purposes directly connected with the administration of investigations.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of  
the date and year first written above.

**BOARD OF 3 B JUVENILE DETENTION CENTER**

By: \_\_\_\_\_  
Drew Jensen, Bingham County Commissioner

By: \_\_\_\_\_  
Karl Casperson, Bonneville County Commissioner

By: \_\_\_\_\_  
Blake Van Etten, Butte County Commissioner

ATTEST: \_\_\_\_\_  
Chris Poulter, Bonneville County Clerk

**BOARD OF JEFFERSON COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Chair of the Board Scott Hancock

By: \_\_\_\_\_  
Commissioner Shayne Young

By: \_\_\_\_\_  
Commissioner Roger Clark

ATTEST: \_\_\_\_\_  
County Clerk

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**BONNEVILLE, BINGHAM, BUTTE COUNTIES, STATE OF IDAHO  
(REPRESENTING THE**

**3 B JUVENILE DETENTION CENTER) AND**

**COUNTY OF MADISON, STATE OF IDAHO**

**THIS AGREEMENT** is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the 3 B JUVENILE DETENTION CENTER, State of Idaho, and the County of Madison, State of Idaho, pursuant to the provisions of Section 20-517, Idaho Code.

**WITNESSETH**

**WHEREAS** Madison County is authorized by law to provide maintenance for children for emergencies and other care pursuant to provisions of Chapter 5, Title 20, Idaho Code; and

**WHEREAS**, as required by law, 3 B Detention operates a detention facility for the temporary detention and maintenance of children (hereinafter "District 6 Juvenile Detention Center").

**NOW THEREFORE**, for and in consideration of the mutual promises contained herein and other good and valuable considerations, Madison County and 3 B Juvenile Detention (in its own capacity and on behalf of the 3 B Juvenile Detention Center), HEREBY AGREE:

1. 3 B Juvenile Detention will allow male and female juvenile offenders under the jurisdiction or control of Madison County (hereinafter "Juveniles") to be temporarily housed at

the 3 B Juvenile Detention Center and will treat all such Juveniles in the same manner as other Juveniles housed at the center in accordance with the rules, regulations, and policies of the 3 B Juvenile Detention Center.

2. a. **Placement with Court Order.** Arrangement for desired maintenance and housing of Juveniles shall be made at least four (4) hours in advance, if possible, of the requested admission or arrival time. Prior notification shall not be required in situations of an emergency or when such notification is not reasonably feasible. Prior notification shall be made by the Prosecuting Attorney's Office, Sheriff's Office, or the Juvenile Probation Officer of Madison County by contacting the 3 B Juvenile Detention Center. All Juveniles transported to the Center will not be admitted without a **Court Order** which authorizes said Juveniles' detention at the Center.

b. **Pre-arraignment Detentions.** Juveniles who are in custody and require temporary detention may be housed at the Center pending arraignment. 3 B Juvenile Detention agrees that it must provide a court order placing the Juvenile at the Center by noon the next judicial day after the detention begins. If said order is not obtained, Madison County will be responsible for assuming custody and transporting the Juvenile from the Center to Madison County.

c. **Criminal Act Requirement.** The 3 B Juvenile Detention Center requires that any crime in which a contracted juvenile is housed meets the following requirement(s): The crime in which the juvenile is/will be charged must be an act or omission of a federal, state, local, or municipal law or ordinance which would be a crime if committed by an adult, regardless of where the same occurred, except traffic, water craft, fish and game, or failure to obey a misdemeanor citation. Juveniles who are charged solely with Status Offenses will not be housed. If a juvenile

is / will be charged with a Status Offense which violates a valid Court Order, the said circumstances will be taken into consideration before a detainment decision will be made.

d. **Social History Reports.** The 3 B Juvenile Detention Center requires that all post-adjudicated Juveniles housed in the facility be accompanied by a Social History report. Such report must include all current and past charges; substance abuse concerns; as well as physical, emotional, and sexual abuse issues. If a Juvenile is detained pre-adjudicatory, Madison County agrees to provide the 3 B Juvenile Detention Center administrator or his designee with as much information as possible regarding the Juvenile's Social History. This information should be received by the 3 B Juvenile Detention Center no later than noon the day after detainment. The 3 B Juvenile Detention Center agrees to keep all such Social History confidential.

3. Madison County will be responsible for obtaining medical releases for the Juvenile and providing all information requested by the Center's administrative staff. Madison County will also be responsible for all necessary arrangements for, and costs of, all desired services not normally provided at and by the 3 B Juvenile Detention Center or its staff, such as, but not limited to, medical or testing for conditions not directly related to the Juveniles being housed at the Juvenile Detention Center. It is expressly understood that Madison County assumes all responsibility for the Juveniles under its jurisdiction and control while said Juveniles are not housed or detained within the doors of the 3 B Juvenile Detention Center and that all Juveniles shall be delivered by Madison County, at its expense, to the doors of the 3 B Juvenile Detention Center.

4. Detention, maintenance, and housing of Juveniles under the jurisdiction and control of the 3 B Juvenile Detention Center shall be short and temporary.

5. Madison County agrees to pay to the 3 B Juvenile Detention Center the sum of Four Hundred Fifty and No/ 100 Dollars (\$450.00) per day for each Juvenile housed in the 3 B Juvenile Detention Center under this separate Agreement. A day will be defined as any period of time in which the Juvenile eats two (2) or more regularly scheduled meals or occupies a bed for any portion of a night.

6. The 3 B Juvenile Detention Center reserves the right to refuse admittance of any Juvenile under the jurisdiction of Madison County when such admittance would unduly burden the facilities or create disadvantages for Juveniles under the jurisdiction of Bonneville, Butte, or Bingham Counties. The Administrator of the Center may also refuse admission of, or order within twenty-four (24) hours the removal of, any Juvenile whose presence, or whose continued presence, would be unduly detrimental to the welfare of such Juvenile or of any juveniles in the Juvenile Detention Center or the general operation of the detention facility. Said right of refusal shall be limited to situations involving Madison County Juveniles:

- a. That are charged solely with a Status Offense(s), with no pending criminal offense;  
or
- b. That is not accompanied by complete and proper documentation and arrive without prior notification of at least four (4) hours to the 3 B Juvenile Detention Center; or
- c. That have medical conditions or injuries requiring immediate medical treatment;  
or
- d. That are in such an emotional or distraught state as to be a risk to themselves, other Juveniles at the Center, or to 3 B Juvenile Detention Center employees.

7. When the 3 B Juvenile Detention Center has reached its full capacity for detainees, juveniles who were placed at the Center by an entity other than Bonneville, Butte, and Bingham

Counties will be released to the custody of the responsible county, in accordance with their chronological entrance date into the facility, coupled with considerations of case related requirements for detention such as protection to the community. The weight given to those considerations shall be at the sole discretion of, and shall be determined by, the Director of the District 6 Juvenile Detention Center or his designee.

8. The 3 B Juvenile Detention Center agrees to certify to 3 B JUVENILE DETENTION at the end of each calendar month the name of each child placed as provided in this Agreement, the length of time care was provided, and the rate or rates and total charge in accordance with this Agreement. For this purpose, the 3 B Juvenile Detention Center agrees to maintain a current registry of Juveniles which shall be open to inspection by authorized representatives of MADISON County or its attorney at all reasonable times.

9. Neither the 3 B Juvenile Detention Center nor Madison County shall discriminate as to Juveniles placed and cared for because of race, color, creed, or national origin.

10. The 3 B Juvenile Detention Center shall adopt and comply with the standards of the Prison Rape Elimination Act. All contracting agencies shall also adopt and comply with the standards of the Prison Rape Elimination Act and allow the 3 B Juvenile Detention Center administration adequate opportunity to monitor the contracting agency's compliance with PREA standards.

11. INDEMNIFICATION: Except as precluded by applicable law (including the limitations prescribed by the laws of the state of Idaho and, to the extent required by such laws, the lawful policies promulgated by the MADISON COUNTY BOARD OF COMMISSIONERS), the COUNTY shall indemnify and hold \_\_\_\_\_harmless for injury (physical or otherwise) or death to persons or damage to property arising from acts or omissions of the COUNTY and

COUNTY'S employees, agents, and representatives. COUNTY'S liability coverage is self-funded and administered by the State of Idaho Risk Management Program. This indemnity shall not extend the responsibility or liability of County beyond that allowed by applicable law, including without limit and to the extent applicable, the Idaho Tort Claims Act. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Idaho; (2) the consent of the County or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the County. 12. No officer, agent, or employee of 3 B JUVENILE DETENTION shall be entitled to receive or be admitted to any personal share or benefit under any provision of this Agreement.

13. This Agreement shall be in effect from March 1, 2026, until September 30, 2026. Either party may terminate this Agreement by giving the other party written notice postmarked or hand delivered, at least thirty (30) days prior to the intended date of termination.

14. It is expressly acknowledged and agreed that the parties shall observe the confidentiality of information provisions of the Idaho Code, county, state, and federal regulations pertaining to any records, access to which is provided by MADISON County or the 3 B Juvenile Detention Center for purposes directly connected with the administration of investigations.

**IN WITNESS HEREOF**, the parties hereto have executed this Agreement as of  
the date and year first written above.

**BOARD OF 3 B JUVENILE DETENTION CENTER**

By: \_\_\_\_\_  
Drew Jensen, Bingham County Commissioner

By: \_\_\_\_\_  
Karl Casperson, Bonneville County Commissioner

By: \_\_\_\_\_  
Blake Van Etten, Butte County Commissioner

ATTEST: \_\_\_\_\_  
Chris Poulter, Bonneville County Clerk

**BOARD OF MADISON COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Chair of the Board Brent Mendenhall

By: \_\_\_\_\_  
Commissioner Dustin Parkinson

By: \_\_\_\_\_  
Commissioner Todd Smith

ATTEST: \_\_\_\_\_  
County Clerk

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**BONNEVILLE, BINGHAM, BUTTE COUNTIES, STATE OF IDAHO  
(REPRESENTING THE**

**3 B JUVENILE DETENTION CENTER) AND**

**COUNTY OF TETON, STATE OF IDAHO**

**THIS AGREEMENT** is made and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the 3 B JUVENILE DETENTION CENTER, State of Idaho, and the County of Teton, State of Idaho, pursuant to the provisions of Section 20-517, Idaho Code.

**WITNESSETH**

**WHEREAS** Teton County is authorized by law to provide maintenance for children for emergencies and other care pursuant to provisions of Chapter 5, Title 20, Idaho Code; and

**WHEREAS**, as required by law, 3 B Detention operates a detention facility for the temporary detention and maintenance of children (hereinafter "District 6 Juvenile Detention Center").

**NOW THEREFORE**, for and in consideration of the mutual promises contained herein and other good and valuable considerations, Teton County and 3 B Juvenile Detention (in its own capacity and on behalf of the 3 B Juvenile Detention Center), HEREBY AGREE:

1. 3 B Juvenile Detention will allow male and female juvenile offenders under the jurisdiction or control of Teton County (hereinafter "Juveniles") to be temporarily housed at the 3 B Juvenile Detention Center and will treat all such Juveniles in the same manner as other Juveniles

housed at the center in accordance with the rules, regulations, and policies of the 3 B Juvenile Detention Center.

2. a. **Placement with Court Order.** Arrangement for desired maintenance and housing of Juveniles shall be made at least four (4) hours in advance, if possible, of the requested admission or arrival time. Prior notification shall not be required in situations of an emergency or when such notification is not reasonably feasible. Prior notifications shall be made by the Prosecuting Attorney's Office, Sheriff's Office, or the Juvenile Probation Officer of Teton County by contacting the 3 B Juvenile Detention Center. All Juveniles transported to the Center will not be admitted without a **Court Order** which authorizes said Juveniles' detention at the Center.

b. **Pre-arraignment Detentions.** Juveniles who are in custody and require temporary detention may be housed at the Center pending arraignment. 3 B Juvenile Detention agrees that it must provide a court order placing the Juvenile at the Center by noon the next judicial day after the detention begins. If said order is not obtained, Teton County will be responsible for assuming custody and transporting the Juvenile from the Center to Teton County.

c. **Criminal Act Requirement.** The 3 B Juvenile Detention Center requires that any crime in which a contracted juvenile is housed meets the following requirement(s): The crime in which the juvenile is / will be charged must be an act or omission of a federal, state, local, or municipal law or ordinance which would be a crime if committed by an adult, regardless of where the same occurred, except traffic, water craft, fish and game, or failure to obey a misdemeanor citation. Juveniles who are charged solely with Status Offenses will not be housed. If a juvenile is / will be charged with a Status Offense which violates a valid Court Order, the said circumstances will be taken into consideration before a detainment decision will be made.

d. **Social History Reports.** The 3 B Juvenile Detention Center requires that all post-adjudicated Juveniles housed in the facility be accompanied by a Social History report. Such report

must include all current and past charges; substance abuse concerns; as well as physical, emotional, and sexual abuse issues. If a Juvenile is detained pre-adjudicatory, Teton County agrees to provide the 3 B Juvenile Detention Center administrator or his designee with as much information as possible regarding the Juvenile's Social History. This information should be received by the 3 B Juvenile Detention Center no later than noon the day after detainment. The 3 B Juvenile Detention Center agrees to keep all such Social History confidential.

3. Teton County will be responsible for obtaining medical releases for the Juvenile and providing all information requested by the Center's administrative staff. Teton County will also be responsible for all necessary arrangements for, and costs of, all desired services not normally provided at and by the 3 B Juvenile Detention Center or its staff, such as, but not limited to, medical or testing for conditions not directly related to the Juveniles being housed at the Juvenile Detention Center. It is expressly understood that Teton County assumes all responsibility for the Juveniles under its jurisdiction and control while said Juveniles are not housed or detained within the doors of the 3 B Juvenile Detention Center and that all Juveniles shall be delivered by Teton County, at its expense, to the doors of the 3 B Juvenile Detention Center.

4. Detention, maintenance, and housing of Juveniles under the jurisdiction and control of the 3 B Juvenile Detention Center shall be short and temporary.

5. Teton County agrees to pay to the 3 B Juvenile Detention Center the sum of Four Hundred Fifty and No/ 100 Dollars (\$450.00) per day for each Juvenile housed in the 3 B Juvenile Detention Center under this separate Agreement. A day will be defined as any period of time in which the Juvenile eats two (2) or more regularly scheduled meals or occupies a bed for any portion of a night.

6. The 3 B Juvenile Detention Center reserves the right to refuse admittance of any Juvenile under the jurisdiction of Teton County when such admittance would unduly burden the

facilities or create disadvantages for Juveniles under the jurisdiction of Bonneville, Butte, or Bingham Counties. The Administrator of the Center may also refuse admission of, or order within twenty-four (24) hours the removal of, any Juvenile whose presence, or whose continued presence, would be unduly detrimental to the welfare of such Juvenile or of any juveniles in the Juvenile Detention Center or the general operation of the detention facility. Said right of refusal shall be limited to situations involving Teton County Juveniles:

- a. That are charged solely with a Status Offense(s), with no pending criminal offense;  
or
- b. That is not accompanied by complete and proper documentation and arrive without prior notification of at least four (4) hours to the 3 B Juvenile Detention Center; or
- c. That have medical conditions or injuries requiring immediate medical treatment;  
or
- d. That are in such an emotional or distraught state as to be a risk to themselves, other Juveniles at the Center, or to 3 B Juvenile Detention Center employees.

7. When the 3 B Juvenile Detention Center has reached its full capacity for detainees, juveniles who were placed at the Center by an entity other than Bonneville, Butte, and Bingham Counties will be released to the custody of the responsible county, in accordance with their chronological entrance date into the facility, coupled with considerations of case related requirements for detention such as protection to the community. The weight given to those considerations shall be at the sole discretion of, and shall be determined by, the Director of the District 6 Juvenile Detention Center or his designee.

8. The 3 B Juvenile Detention Center agrees to certify to 3 B JUVENILE DETENTION at the end of each calendar month the name of each child placed as provided in this

Agreement, the length of time care was provided, and the rate or rates and total charge in accordance with this Agreement. For this purpose, the 3 B6 Juvenile Detention Center agrees to maintain a current registry of Juveniles which shall be open to inspection by authorized representatives of TETON County or its attorney at all reasonable times.

9. Neither the 3 B Juvenile Detention Center nor Teton County shall discriminate as to Juveniles placed and cared for because of race, color, creed, or national origin.

10. The 3 B Juvenile Detention Center shall adopt and comply with the standards of the Prison Rape Elimination Act. All contracting agencies shall also adopt and comply with the standards of the Prison Rape Elimination Act and allow the 3 B Juvenile Detention Center administration adequate opportunity to monitor the contracting agency's compliance with PREA standards.

11. INDEMNIFICATION: Except as precluded by applicable law (including the limitations prescribed by the laws of the state of Idaho and, to the extent required by such laws, the lawful policies promulgated by the TETON COUNTY BOARD OF COMMISSIONERS), the COUNTY shall indemnify and hold \_\_\_\_\_ harmless for injury (physical or otherwise) or death to persons or damage to property arising from acts or omissions of the COUNTY and COUNTY'S employees, agents, and representatives. COUNTY'S liability coverage is self-funded and administered by the State of Idaho Risk Management Program. This indemnity shall not extend the responsibility or liability of County beyond that allowed by applicable law, including without limit and to the extent applicable, the Idaho Tort Claims Act. The parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Idaho; (2) the consent of the County or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the County. 12. No

officer, agent, or employee of 3 B JUVENILE DETENTION shall be entitled to receive or be admitted to any personal share or benefit under any provision of this Agreement.

13. This Agreement shall be in effect from March 1, 2026, until September 30, 2026. Either party may terminate this Agreement by giving the other party written notice postmarked or hand delivered, at least thirty (30) days prior to the intended date of termination.

14. It is expressly acknowledged and agreed that the parties shall observe the confidentiality of information provisions of the Idaho Code, county, state, and federal regulations pertaining to any records, access to which is provided by TETON County or the 3 B Juvenile Detention Center for purposes directly connected with the administration of investigations.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of  
the date and year first written above.

**BOARD OF 3 B JUVENILE DETENTION CENTER**

By: \_\_\_\_\_  
Drew Jensen, Bingham County Commissioner

By: \_\_\_\_\_  
Karl Casperson, Bonneville County Commissioner

By: \_\_\_\_\_  
Blake Van Etten, Butte County Commissioner

ATTEST: \_\_\_\_\_  
Chris Poulter, Bonneville County Clerk

**BOARD OF TETON COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Chair of the Board Brad Wolfe

By: \_\_\_\_\_  
Commissioner Dan Powers

By: \_\_\_\_\_  
Commissioner Ron James

ATTEST: \_\_\_\_\_  
County Clerk



## REQUEST FOR MEETING WITH BINGHAM COUNTY COMMISSIONERS FORM

The Board of County Commissioner's hold meetings various days throughout the week, which are coordinated with the Commission Clerk. Per Idaho Code §74-204(1), the Board cannot hold a meeting without less than 48 hours' notice and posting on the Commission Agenda. Any person(s) needing special accommodations should contact the Lindsey Gluch, Commission Clerk, at (208)785-3013.

Name: **Lindsey Gluch** (Per the email request of Ryan Jolley- Prosecuting Attorney)

Email: **Lgluch@binghamid.gov**

Phone Number: **(208)782-3013** Address: **501 North Maple, Blackfoot**

1. What is the topic of discussion that you wish the Board to have?
  - a. **Approval of Bingham County Resolution 2026-14, a resolution regarding the destruction of records for the Sheriffs Office.**
2. Approximately how much time will you need for this agenda item?
  - a. **5 minutes**
3. Will you be requesting that the Board make a decision?

**Yes.**
4. Have all supporting documents been included with this form? If not, please note that your meeting may not be scheduled until all necessary documentation has been provided to the Commission Clerk.

**Yes. The proposed Resolution is as attached.**
5. Please provide the name and contact information of the individuals that you would like to be invited to the meeting. (Include name, telephone number and email address if known)

**N/A**

Please hand deliver or email this completed form, along with all supporting documents to Lindsey Gluch at [Lgluch@binghamid.gov](mailto:Lgluch@binghamid.gov), at least 24 hours prior to your scheduled meeting time.

**BINGHAM COUNTY  
RESOLUTION 2026-14**

RESOLUTION REGARDING THE DESTRUCTION OF RECORDS  
FOR THE SHERIFFS OFFICE

**WHEREAS** the Bingham County Sheriffs Office has requested permission to destroy certain records; and

**WHEREAS** the Idaho Code §31-871 empowers the Board of County Commissioners with the responsibility for classifying records for purposes of retention and destruction; and

**WHEREAS** the Sheriffs Office has represented that all records for which destruction is sought pertain to matters which have been concluded for the designated period of time allowed in sections of Idaho Code; and

**WHEREAS** none of the records for which destruction is requested are those required to be kept by the County permanently and indefinitely pursuant to I.C. §31-709;

**SHERIFFS OFFICE**

See Attached "Exhibit A"

**THEREFORE**, it is hereby resolved that: The Sheriffs Office files are hereby classified as "temporary," as defined in I.C. §31-871(1)(d). Furthermore, such records may now be destroyed.

**Dated this 20<sup>th</sup> day of February 2026.**

BINGHAM COUNTY COMMISSION

\_\_\_\_\_  
Whitney Manwaring, Chairman

\_\_\_\_\_  
Eric Jackson, Commissioner

\_\_\_\_\_  
Drew Jensen, Commissioner

ATTEST:

\_\_\_\_\_  
Pamela W. Eckhardt  
Bingham County Clerk



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**BINGHAM COUNTY**  
SHERIFF JEFF GARDNER

(208) 785-4440  
501 N. MAPLE ST. #405  
BLACKFOOT, ID 83221

County Records Destruction list

February 17, 2026

Bingham County Sheriff's Office Records is requesting approval for destruction of the following items:

- Box 1: Jail Jackets # 25492-25531
- Box 2: Jail Jackets # 25532-25578
- Box 3: Jail Jackets # 25580-25611
- Box 4: Jail Jackets # 25612-25658
- Box 5: Jail Jackets # 25659-25694
- Box 6: Jail Jackets # 25695-25735
- Box 7: Jail Jackets # 25736-25767
- Box 8: Jail Jackets # 25768-25804
- Box 9: Jail Jackets # 25810-25853
- Box 10: Jail Jackets # 26244-26281
- Box 11: Jail Jackets # 26282-26316
- Box 12: Jail Jackets # 26317-62348
- Box 13: Jail Jackets # 26349-25491

Kaitlin Smith  
Records Clerk

KimberLee Arms  
Office Manager

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