

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

Email: Lgluch@binghamid.gov

Monday, June 8, 2026

- 10:30 a.m. Juvenile Probation Department Staff Meeting- Held at 50 Lavon Street, Blackfoot- Commissioner Jensen attending.
- 12:00 p.m. Board of Community Guardians Meeting- Held at 50 Lavon Street, Blackfoot- Commissioner Jensen attending.
- 2:00 p.m. Approval of Commissioners Agenda. {ACTION ITEM}
- 2:00 p.m. Monthly update meeting with Tanna Beal- Treasurer.
- 2:15 p.m. Executive Session pursuant to Idaho Code Section 74-206(1)(d), to Consider records that are exempt from public disclosure- Indigent Cremation Application 2026-4 {ACTION ITEM}
- 2:30 p.m. Review & sign the Law Enforcement Mutual Assistance Compact with Tri-Counties Sheriff Association. {ACTION ITEM}

“Potato Capital”



Meeting Date: June 8, 2026
Meeting Time: 2:30 pm.

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** (On behalf of Clerk Eckhardt)

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 and signing of Law Enforcement Mutual Assistance Compact Agreement.**
2. Approximately how much time will you need for this agenda item?
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.
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)

Sheriff Gardner

Ryan Jolley

Laura Lora

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

LAW ENFORCEMENT MUTUAL ASSISTANCE COMPACT

AGREEMENT entered into between Bannock County Sheriff's Office (Governmental Entity), Bear Lake County Sheriff's Office (Governmental Entity), Bingham County Sheriff's Office (Governmental Entity), Blaine County Sheriff's Office (Governmental Entity), Bonneville County Sheriff's Office (Governmental Entity), Butte County Sheriff's Office (Governmental Entity), Caribou County Sheriff's Office (Governmental Entity), Clark County Sheriff's Office (Governmental Entity), Custer County Sheriff's Office (Governmental Entity), Franklin County Sheriff's Office (Governmental Entity), Fremont County Sheriff's Office (Governmental Entity), Jefferson County Sheriff's Office (Governmental Entity), Lemhi County Sheriff's Office (Governmental Entity), Madison County Sheriff's Office (Governmental Entity), Oneida County Sheriff's Office (Governmental Entity), Power County Sheriff's Office (Governmental Entity) and Teton County Sheriff's Office (Governmental Entity) and each of the above entities, of or within the state of Idaho, herein referred to as "party or parties."

WHEREAS, each of the parties hereto is a "public agency" as defined by Idaho Code Section 67-2327, and

WHEREAS, each of the parties, as a "public agency," is entering into this Mutual Assistance Compact under and pursuant to Idaho Code Section 67-2337, and

WHEREAS, each of the parties hereto has an interest in law enforcement, protection, and control, and

WHEREAS, each of the parties own and maintain equipment and employ personnel who are trained to provide law enforcement, protection, and control, and

WHEREAS, in the event of an emergency, a catastrophe, or based upon the situation or event, one of the parties may need the assistance of another party to provide law enforcement, protection, and control; and

WHEREAS, each of the parties has sufficient equipment and personnel to enable it to provide such assisting services to another party under this Agreement based upon an emergency, catastrophe, situation or event; and

LAW ENFORCEMENT MUTUAL ASSISTANCE

WHEREAS, the geographical boundaries of each requesting or responding party under this Agreement are located in such a manner as to enable each party to render mutual assistance to the other.

NOW, THEREFORE, subject to the limitations of this Agreement and in order to provide the above mutual aid assistance between the parties, it is hereby agreed as follows:

1. DURATION OF AGREEMENT: This Agreement shall not be effective until it is approved by the official or public agency having powers of control, pursuant to Idaho Code Section 67-2330. It shall continue in full force and effect until any party terminates this Agreement by thirty (30) days written notice to all other affected parties. IF one party terminates this Agreement, it shall continue in full force and effect as to all other parties until terminated by them.
2. PURPOSE-MUTUAL AID ASSISTANCE: The purpose of this Agreement is to permit the parties to cooperate to their mutual advantage providing services and equipment to provide mutual aid assistance to the other parties for law enforcement, protection, and control in the case of an emergency, catastrophe, or when the need may arise. The duty of each party under this Agreement is discretionary, but each party agrees that it will provide such assistance to the extent it determines that it has sufficient equipment and personnel to provide the requested assistance. All parties agree that it is not the purpose of this Agreement to provide the normal and usual law enforcement, police protection, and police patrol which it performs as a public agency. Each party acknowledges that it has no right to demand of another party that it provide any specific assistance under any circumstances.
3. MANNER OF FINANCING AND BUDGET: There shall be no joint financing of activities under this Agreement except by written amendment of this Agreement between the respective parties regarding a specific event or occurrence. No compensation shall be due and owing for services rendered and equipment furnished under this Agreement by a party. Each party agrees to be responsible for the payment of compensation and benefits for its employees who provide mutual aid assistance under the Agreement for

another party. Each party shall independently budget for expected expenses under this Agreement. Nothing in this paragraph is intended to prevent a responding party from requesting compensation for personnel and equipment when such compensation is available through a federal or state emergency and/or disaster relief program.

4. REQUEST FOR ASSISTANCE: Any request for mutual aid assistance under this agreement shall be made to the President of the Tri-County Association. The request may be oral, which shall be confirmed in writing, and shall specify the time and place of the requested assistance, the equipment and personnel requested, and shall state the name of the official who is in charge of the police protection or police control at the place where the assistance is requested. In the event an emergency arises such that assistance is provided before written notice can be given, written notice shall still be provided to the President of the Tri-County Association, as soon as reasonably practicable under the circumstances.

5. RESPONSE TO REQUEST: The party requested to provide mutual aid assistance shall respond to the request as soon as possible and notify the requesting party of the assistance that can be provided. The response may be orally conveyed to the party requesting the assistance, but it shall be confirmed in writing. If the responding party agrees to provide mutual aid assistance, it shall notify the requesting party as to the equipment and name of the person who will be in charge of providing the assistance. If the amount of assistance thereafter varies, the responding party shall amend this notification so that the requesting party will know what assistance was intended.

6. COMMAND OF EQUIPMENT AND PERSONNEL: The requesting party shall have on-site command and direction of the equipment and personnel provided by a responding party. The requesting party shall always keep the responding party advised as to the person who is exercising command and direction. All personnel who participate in mutual aid assistance shall be loaned deputies to the party requesting the assistance, except to the extent that the operation is inconsistent with this Agreement. When the mutual aid assistance is no longer needed, the requesting party shall release its command and direct that all equipment and personnel be returned to the responding party. Personnel who participate in mutual aid assistance shall remain the employee of their employer for all purposes, including but not limited to, the payment of wages and their entitlement to the benefits of their employment. Further, as provided by Idaho Code Section 67-2338, all of the privileges and immunities from liability, exemptions from laws, ordinances from laws, ordinances and rules, and other benefits shall apply to

responding personnel to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially.

7. STANDARD OF CONDUCT: Each officer providing assistance shall maintain the standards of professional conduct as required by the standards of the requesting entity. It shall be the sole duty, privilege, and responsibility of the entity employing an officer to determine if there has been any breach of professional standards and to carry out discipline, if any. However, the requesting entity may request that a particular officer be removed from any circumstance or the jurisdiction, and the responding entity will honor such request as soon as practicable. At all times, the responding officers will be assigned duties customarily and lawfully performed by law enforcement officers of the state of Idaho and there shall be due and usual regard given to the personal safety of the officers and public consistent with the needs or circumstances and the law enforcement problem being addressed.
8. RESPONSIBILITIES OF REQUESTING PARTY: The requesting party will assign personnel to advise responding officers of statutory, administrative, and procedural requirements within the jurisdiction of the occurrence. Officers of the requesting party will be primarily responsible for making and processing arrests and the impounding or safeguarding of lives or property within the territorial boundaries of their jurisdiction. When a responding officer, while in the jurisdiction of the requesting party, takes a person or property into custody, the officer shall relinquish custody of said person or property at the earliest convenience to an officer of the requesting party for disposition in accordance with the laws of the requesting party.
9. CROSS-DEPUTIZATION: By each parties' signature to this Agreement (as set forth in Section 1 of the is agreement), the said parties herein authorize the cross-deputization of its officers or responding officers when operating under the terms of this agreement to facilitate its intent.
10. LIABILITY: The original employing party shall have and assume complete liability for all of the acts of its personnel and the operation of its equipment provided under this Agreement.
11. MUTUAL HOLD HARMLESS: Each party to this Agreement agrees to indemnify and hold harmless the other from any and all liability for any injury, damage or claim suffered by

any person or property caused by the party or its employee while performing under this Agreement.

12. INSURANCE: Each party to this Agreement agrees to carry and maintain a comprehensive general liability policy in the minimum amount required under the Idaho Tort Claims Act to protect the party from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with its acts or performance under this Agreement.

13. RETURN OF EQUIPMENT AND PERSONNEL: When the mutual aid assistance is no longer required, the requesting party or the investigating officers shall notify the Tri-County Sheriff's President of the release of its command and all equipment, personnel and such shall be returned to their normal place of operation.

14. PRE-INCIDENT PLANNING: The commanding officers of the parties may from time to time mutually establish pre-incident plans which shall indicate the type and locations of potential problem areas where mutual aid assistance may be needed. This Agreement may be supplemented by schedules and lists of types of equipment and personnel that would be dispatched under various possible circumstances and the number of personnel that would be dispatched under certain circumstances. In addition, the parties may engage in mutual training sessions to ensure the efficient operation of the Agreement. The parties agree to take such steps as are feasible to standardize the equipment and procedures used to provide assistance under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their officials to execute this Agreement.

DATED this ____ day of _____, 20__.

PUBLIC ENTITY:

By _____
(Commissioner of _____ County)

By _____
(Commissioner of _____ County)

By _____
(Commissioner of _____ County)

ATTEST:

By _____
(Clerk of _____ County)

DATED this ____ day of _____, 20__.

SHERIFF:

By _____
(Sheriff of _____ County)

DATED this ____ day of _____, 20__.

ATTEST:

By _____
(Notary of _____ County)

Form and content approved by _____, as attorney for
_____ County on this ____ day of _____, 20__.