

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 20th day of January, 2026, between Elaine Bridschge, Rising Sun Auditing Service, LLC, PO Box 66, Valley Farms, Arizona 85191 (hereinafter "CONTRACTOR") and Canyon County, a political subdivision of the State of Idaho, having offices at 1115 Albany St. Caldwell, Idaho 83605 (hereinafter "COUNTY").

WHEREAS, COUNTY has identified CONTRACTOR as a certified PREA Auditor; and

WHEREAS, the previous PREA Auditor contract has expired,

WHEREAS, COUNTY has determined that CONTRACTOR's proposal was responsive to its needs.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby understand and agree as follows:

1. CONTRACT: COUNTY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

Prison Rape Elimination Act audit pursuant to the Act's National Standards as codified at 28 CFR 115 and more specifically described and incorporated herein by reference in the CONTRACTOR's proposal attached hereto as Exhibit "A" and incorporated herein by reference.

2. TIME OF PERFORMANCE AND TERMINATION: Parties agree that CONTRACTOR shall commence work under this Agreement on the effective date above. COUNTY and CONTRACTOR shall mutually agree in writing on the time of performance for on-site visits and report deadlines. This Agreement shall expire upon completion of the audit, including the corrective action process, or upon thirty (30) days written notice by either party.

3. TERMINATION FOR CAUSE: In addition to the termination procedures specified in the preceding paragraph, CONTRACTOR may be terminated if COUNTY and the Department of Justice agree and upon good cause shown. Good cause shall include, among other things, any violation of the PREA Standards; or federal, state, or local law, which reasonably calls into question CONTRACTOR's fitness to continue serving as CONTRACTOR.

4. COMPENSATION: COUNTY agrees to pay CONTRACTOR compensation as described in CONTRACTOR's proposal attached hereto as Exhibit "A" and incorporated herein by reference. CONTRACTOR shall invoice COUNTY for such expenses as agreed upon in writing at reasonable cost. CONTRACTOR shall not accept any compensation for the conduct of the audit not set forth in this Agreement.

RISING SUN AUDITING INDEPENDENT CONTRACTOR AGREEMENT
PREA AUDITING SERVICES

5. RIGHT OF CONTROL: COUNTY agrees that it will have no right to control or direct the details, manner, or means by which CONTRACTOR accomplishes the results of the services performed hereunder. CONTRACTOR has no obligation to work any particular hours or days or any particular number of hours or days except those designated for on-site visits. CONTRACTOR agrees, however, that its other contracts or services shall not interfere with the performance of its services under this Agreement.

6. INDEPENDENT CONTRACTOR RELATIONSHIP: CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of COUNTY. COUNTY shall determine the work to be done by CONTRACTOR, but CONTRACTOR shall determine the legal means by which it accomplishes the work specified by COUNTY.

7. TAXES AND BENEFITS: Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by COUNTY on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR understands that CONTRACTOR is responsible to pay, according to law, CONTRACTOR's income tax. CONTRACTOR further understands that CONTRACTOR may be liable for self-employment (Social Security) tax to be paid by CONTRACTOR according to law. Because CONTRACTOR is engaged in its own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of COUNTY.

8. LICENSES AND LAW: CONTRACTOR represents that it possesses the skill and experience necessary and all licenses required to perform the services under this agreement and will fully comply with all relevant laws, ordinances, and regulations in the performance of the work.

9. INDEMNIFICATION: CONTRACTOR agrees to indemnify, defend, and hold harmless COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of CONTRACTOR, CONTRACTOR's agents, employees, or representatives under this Agreement.

10. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing.

11. CONFLICT WITH PREA STANDARDS: If any provision of this contract is found to be inconsistent with the PREA auditing standards, the auditing standards shall prevail.

12. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

13. ASSIGNMENT: Neither party may make any assignment of the rights, duties, or obligations of this Agreement to any other entity without the written consent of the other party.

14. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

15. NON-APPROPRIATIONS: COUNTY's obligations under this Agreement shall be contingent upon COUNTY appropriating the necessary funds for payment to CONTRACTOR in each fiscal year during the term of this Agreement.

CONTRACTOR

Elaine Briosch)

Date: 01/13/2026

STATE OF ARIZONA)

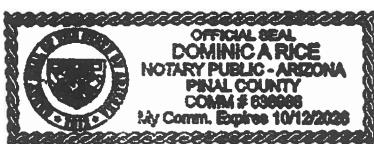
ss.

County of Pinal)

On this 13th day of JANUARY, 2026, before me, a Notary Public in and for said State, personally appeared ELAINE BRIOSCH, known or identified to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

(S E A L)



Dominica A. Rice / D. Rice

Notary Public

Residing at: Valley Farms, AZ

My Commission Expires: 10/12/2026

EXHIBIT**A****CONTRACT FOR SERVICES FOR PREA AUDIT**

Contract for Services between Elaine Bridschge (Auditor), representing Rising Sun Auditing Service, LLC (Company) and Canyon County Board of Commissioners (Agency), Southwest Idaho Juvenile Detention Center (Facility).

Auditor/Company Contact Information:

Elaine Bridschge
Rising Sun Auditing Service, LLC
PO Box 66
Valley Farms, Arizona 85191
520-705-6610
risingsunauditing@gmail.com

Agency Contact Information:

Sean Brown
Southwest Idaho Juvenile Detention Center
222 N 12th Ave.
Caldwell, Idaho 83605
208-454-7353
sean.brown@canyoncounty.id.gov

Quote #: 20251203B

Auditor Fees:

Service	Cost
Flat Rate Fee includes pre audit, on-site audit, post audit analysis and reporting, corrective action, and all associated travel.	\$6,000
Total Cost Due and payable upon receipt of Interim or Final Report, whichever comes first. Auditor will submit invoice.	\$6,000

Understanding the Project and Timeline:

The PREA audit process will begin from date Contract is signed. Once the contract is signed, a detailed timeline will be determined by the Agency and Auditor, to include access to the online reporting system and completion of the pre audit questionnaire, posting of audit notice, submission of staff and resident rosters, and date of onsite inspection.

The audit dates are as follows:

Facility:

Southwest Idaho Juvenile Detention Center

Date of Audit:

August 3-4, 2026

Methodology:**Phase I: Pre-Onsite Audit**

Through this early communication, the Auditor and Facility/Agency PREA staff will begin to share information about the facility and how the audit process works. The Auditor will provide the Facility six weeks in advance with a Notice of Audit to be posted. This Notice will contain the Auditor contact information. Residents, third parties and staff will have the ability to contact the Auditor confidentially by mail as required by PREA standards.

The Auditor will provide the facility with a kick off email containing timelines and the audit initiation process. The Facility will initiate the pre audit questionnaire (PAQ) through the PREA Resource Center's Online Audit System (OAS) for the Facility to complete. The Auditor will review the PAQ and begin

forming the foundation of the PREA Audit Report, based on submitted policies, procedures, and supporting documentation. The Auditor will provide the Facility with an issue log should additional documentation or information be needed. Any additional information should be uploaded into the PAQ prior to the onsite audit phase. Communication will be an ongoing process between the Auditor and Facility PREA staff to discuss the audit planning and logistics. The Auditor will provide the Facility with specific forms to be completed prior to the onsite audit. Certain interviews and outreach efforts may be completed by the Auditor telephonically or in written form during this phase.

Phase II: Onsite Audit

This phase will be geared to take advantage of the limited time onsite. An entrance meeting will be held with Facility leadership to review the audit schedule, discuss expectations, and select interviews. The Auditor will conduct a thorough observation of the entire Facility and observe routine activities. The Auditor will interview staff, contractors, volunteers, and residents. The Auditor will also review and retain key documents maintained by the Facility. These elements will form the foundation of a practice-based audit methodology.

The agency shall bear the burden of demonstrating compliance with the PREA standards. The Auditor will complete the Auditor Compliance Tool that reviews each provision of every standard. An exit meeting will be held with Facility leadership to review the next steps and timelines and to obtain any additional information and documentation the Auditor may still need.

Phase III: Post-Onsite Audit

The Auditor has 45 days to review all the evidence collected using a triangular approach, write an interim report (or final report if there are no corrective action items) and submit the report to the audited Facility and/or Agency. Frequent communication between the Auditor and PREA staff will be necessary during this phase. The report will be submitted through the PREA Resource Center's Online Audit System with a hard copy emailed to the Facility. The interim report will identify noncompliance and corrective action steps to be taken by the Facility.

Phase IV: Corrective Action and Final Report

Noncompliance and corrective action are normal and expected parts of a PREA audit. The Auditor will identify deficiencies, recommend corrective actions to be taken, identify timelines, and serve as a guide to the Facility and Agency as they make the changes necessary to become fully PREA compliant. The corrective action period may last up to 180 days from the issuance of the interim report. The Auditor will take all necessary and appropriate steps to verify implementation of the corrective action plan. After the corrective action period, the Auditor will issue a final audit report within 30 days. The final audit report will be the only report issued to the Facility that must be made publicly available. The Agency may lodge an appeal with the Department of Justice regarding any specific audit finding that it believes to be incorrect. Such appeal must be lodged within 90 days of the Auditor's final determination. The Agency shall bear the cost of a re-audit.

Bidder Preference:

The Auditor is not requesting veteran's preference points in this contract, nor does the Auditor qualify for any state or county preference points.

Conflict of Interest Statement:

There is no conflict of interest perceived or potential that would disqualify the Auditor from working with said Facility or Agency.

Mandatory Reporting Information:

The Auditor is considered a mandatory reporter of sexual abuse and will comply with State child abuse reporting laws.

Insurance:

The Auditor is insured with professional liability insurance, general commercial insurance and rental car insurance.

PREA Auditor Certification:

Certification can be verified at www.prearesourcecenter.org/audit/list-of-certified-auditors

Auditor Information:

Elaine Bridschge is the owner and sole Auditor of Rising Sun Auditing Service, LLC and does not employ or contract with other Auditors or support staff.

Documentation Retention:

The Auditor will securely retain and preserve all documentation and information relied upon in making audit determinations for 15 months following the issuance of the final report.

Statement of Work Agreement:

The Auditor will submit an invoice to the Agency at time of interim or final report, whichever comes first, and will be due and payable upon receipt.

Signatories:

Rising Sun Auditing Service, LLC


Elaine Bridschge

03DA82AF22AB475
Signature

Elaine Bridschge

Printed Name

Owner/Lead PREA Auditor

Title

12/4/2025

Date

Canyon County Board of Commissioners

See Signature Page 5 of Contract

Signature

Printed Name

Title

Date