

# Santa Fe County Purchasing Process Request Form

<b>Date Submitted:</b>	May 6, 2026	<b>Requesting User Agency:</b>	CSD
<b>Name &amp; Phone of Contact Person:</b>	Coy Maienza (992-9842) LeAnne Rodriguez (992-9830)		
<b>Contract Tracking #/Buyer</b>	Agreement #2021-0186 CSD/KE Amendment #6	<b>BCC Approval?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please indicate date	

**AGENCY REQUEST:** (Lease, MOU, Grant, Professional Services Agreement, Construction, Application, etc.) Describe the County, Public and/or Agency need. Describe what you are attempting to purchase, obtain or accomplish. Attach additional information relating to your request (scope of work, specifications, bid items on etc.)

The Community Services Department (CSD) is seeking Amendment #6 to Contract #2021-0186 CSD/KE with Aspen Solutions to provide program evaluation for Engage, the Law Enforcement Assisted Diversion program for an additional year. We request extending the contract for an additional year and adding \$30,000 in compensation for a total of \$207,590, inclusive of tax. The contract expires June 4, 2026 and is attached.

**Does this request require IT approval?**  Yes  No **If yes, is the approved work order attached?**  Yes  No

**PURCHASING STATUS:**

**FINANCIAL / BUDGETARY INFORMATION:** (If applicable, include a breakdown of project cost estimates; is funding already appropriated? If this action will result in revenue to the County, include the total compensation and timetable. Include funding information (GF, GRT, Grant, Grant Match, In Kind requirements, etc.)

<u>Grants</u>	<u>Capital, Fund &amp; Cost Center Approval</u>	<u>Budget Approval:</u>
Is this grant related? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes: provide fund(s) 223-0497-465-50-03 Grant approval: _____	Is this a capital project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Capital approval: _____ Fund/Cost Center approval: _____	


Please provide account number(s) for this request: 223-0497-465-50-03

**LEGAL FORM:** (Is this a new contract or an amendment or change of a previously submitted procurement or contract? Identify any known liabilities and/or risks to the County.)

**LEGAL APPROVAL:** (sign and date)

**FINANCE DIRECTOR APPROVAL:** (sign and date)

**COUNTY MANAGER APPROVAL:** (sign and date)

 Gregory S. Shaffer, County Manager 5/14/2026

**ATTACH NEEDED DOCUMENTS** (Purchase Requisition, Justification Memo & Documentation (sole source, emergency or other procurement exemption), W-9 for new vendor, draft BCC memorandum, Price Agreement used (SPA, GSA, etc.))

**AMENDMENT NO. 6  
TO AGREEMENT BETWEEN SANTA FE COUNTY  
AND ASPEN SOLUTIONS**

**THIS AMENDMENT** is made and entered into this   14th   day of   May  , 2026, between **Santa Fe County** (the “County”), and **Aspen Solutions** (the “Contractor”).

**WHEREAS**, on June 4, 2021, the County and Contractor entered into Agreement No. 2021-0186-CSD/KE (the “Agreement”) to provide for the Contractor’s provision of emergency services of an evaluator to perform data collection and analytic responsibilities related to the County’s implementation of COSSAP; and

**WHEREAS**, Article 15 (No Oral Modifications; Written Amendments required) of the Agreement allows the parties to amend the Agreement by an instrument in writing signed by the parties; and

**WHEREAS**, Amendments Nos. 1 through 5 amended the Agreement to increase the compensation payable to the Contractor and extend the term to June 4, 2026; and

**WHEREAS**, by this Amendment No. 6 the parties agree to amend the Agreement to increase the compensation payable to the Contractor and extend the term to June 4, 2027.

**NOW THEREFORE**, the parties agree to amend the Agreement as follows:

1. Article 3 (Compensation, Invoicing and Set-off), insert a subparagraph f to read:

f. By Amendment No. 6 the compensation payable to the Contractor is increased by the sum of \$30,000. The total amount payable to the Contractor for the term of this Agreement will not exceed \$207,590.00, *inclusive* of NM GRT.

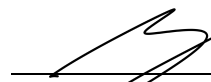
2. Article 4 (Effective Date and Term) insert a subparagraph f to read:

f. By Amendment No. 6 the term is extended to June 4, 2027.

3. All other provisions of the Agreement not specifically amended or modified by Amendment Nos.1 through 5 and this Amendment No. 6 will remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have duly executed this Amendment as of the date of last signature by the parties.

**SANTA FE COUNTY:**

  
\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Manager


5/14/2026  
\_\_\_\_\_  
Date

Approved as to form:

Roberta D. Joe for W.B.  
\_\_\_\_\_  
Walker Boyd  
Santa Fe County Attorney

5/6/2026  
\_\_\_\_\_  
Date

**CONTRACTOR – Aspen Solutions**

  
\_\_\_\_\_  
Signature

May 11, 2026  
\_\_\_\_\_  
Date

**AMENDMENT NO. 5 TO AGREEMENT NO. 2021-0186-CSD/KE  
BETWEEN SANTA FE COUNTY AND ASPEN SOLUTIONS**

This Amendment is made this 21st day of November 2025, between **Santa Fe County** (the “County”) and **Aspen Solutions** (the “Contractor”).

**WHEREAS**, the County and Contractor entered into Agreement No. 2021-0186-CSD/KE (the “Agreement”) on June 4, 2021, to provide for the emergency services of an evaluator to perform data collection and analytic responsibilities related to the County’s implementation of COSSAP; and

**WHEREAS**, Amendments Nos. 1 through 4 increased the compensation payable to the Contractor and extended the term to June 4, 2026; and

**WHEREAS**, according to Article 15 (No Oral Modifications, Written Amendments Required) of the Agreement, the Agreement may be amended by an instrument in writing signed by the parties; and

**WHEREAS**, by this Amendment No. 5 the parties agree to amend the Agreement to increase the compensation payable to the Contractor and extend the Contractor’s service to include an evaluation of the County’s engage program, a law enforcement assisted diversion program.

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

1. Article 1 (Scope of Services) insert a subparagraph p to read:

p. By Amendment No. 5 the Contractor’s services are extended to include an evaluation of the County’s engage program with the goal of identifying outcomes of engage participants and the overall success of the program (see Attachment A).

2. Article 3.B (Compensation, Invoicing, and Set Off) insert a subparagraph e to read:

e. By Amendment No. 5 compensation payable to the Contractor is increased by the sum of \$27,590. The total amount payable to the Contractor for the term of this Agreement will not exceed \$147,590.00, *inclusive* of NM GRT.

3. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1 through 4 and this Amendment No. 5 will remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date of last signature by the parties.

**SANTA FE COUNTY:**

  
\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Manager


11/21/2025  
Date

Approved as to form:

Roberta D. Joe for W.B.  
Walker Boyd  
Santa Fe County Attorney

11/20/2025  
Date

**CONTRACTOR – ASPEN SOLUTIONS**

  
\_\_\_\_\_  
Signature

November 20, 2025  
Date



**Quotation for Services  
For Santa Fe County Case Analysis of engage Participants**

**Contact Information**

<b>Aspen Solutions, LLC</b>	Natalie Skogerboe, Owner & Director
	4029 Painted Pony Circle, Santa Fe, NM 87507
	#505-239-0613
	<a href="mailto:natalie@aspensolutions.consulting">natalie@aspensolutions.consulting</a>

**I. PURPOSE, GOALS AND OBJECTIVES**

**PURPOSE:** Aspen Solutions will design, conduct, and compile results from a study involving current and past participants of the engage program. Data requests for secondary data will include but may not be limited to jail and emergency utilization, and primary data may include case notes, monthly forms, and enrollment and follow-up assessments.

**GOAL:** Identify outcomes among engage participants related to improvement in public safety, reduced recidivism, or reduced burden of substance use and/or related consequences.

**II. SPECIFIC PERFORMANCE BY ASPEN SOLUTIONS**

**Study Design**

1. Participate actively in meetings and maintain regular communication to foster the development of the contract goals, objectives, and activities.
2. Connect with state and local partners as needed to discuss the study’s purpose and obtain data and relevant information.
3. Research best practices for designing a study on recidivism, arrests, and emergency utilization with small sample sizes.
4. Clearly define the study population and parameters and determine sampling methods.

**Data Mining and Compilation**

1. Establish clear data sharing agreements as necessary. Develop and submit necessary data requests and protocols.
2. Draw sample form existing client data sets, determine baseline measures.
3. Establish system to link primary data with secondary data.

**Analysis and Reporting**

1. Compile, review, and analyze primary and secondary data.

2. Conduct analysis of data gathered, identify findings, and provide a report and/or an overview of findings, containing methodology, key findings, outcomes, study limitations, and recommendations (as appropriate).
3. Research best practices, policies, and programs to inform the development of recommendations for county programs.

**III. CONSIDERATION**

Therefore, in consideration for the sum of \$25,500 plus GRT, Aspen Solutions LLC will provide the services as described.

<b>Category</b>	<b>Description</b>	<b>Estimated Hours</b>	<b>Amount</b>
<b>Study Design</b>	Participation in meetings, maintaining communication, providing technical assistance, and coordinating on study design.	75	\$7,500
<b>Data Mining and Compilation</b>	Document review, inventory development, research, and compilation.	100	\$9,000
<b>Analysis and Reporting</b>	Analyze data gathered throughout the process and develop report(s) as needed, and recommendations.	100	\$9,000
	Subtotal		<b>\$25,500.00</b>
	GRT (8.1875%)		<b>\$2,087.81</b>
	<b>TOTAL</b>		<b>\$27,587.81</b>

**IV. TERM OF AGREEMENT**

This Agreement shall become effective on October 1, 2025 and shall remain in effect until June 30, 2026.

**AMENDMENT NO. 4  
TO AGREEMENT BETWEEN SANTA FE COUNTY  
AND ASPEN SOLUTIONS**

This Amendment is entered into this 9th day of May, 2025, between **Santa Fe County** (the “County”), a political subdivision of the state of New Mexico, and **Aspen Solutions**, 4029 Painted Pony Circle, Santa Fe, NM 87507 (the “Contractor”).

**WHEREAS**, on June 4, 2021, the County and Contractor entered into Agreement No. 2021-0186-CSD/KE (the “Agreement”) to provide for the services of an evaluator to perform data collection and analytic responsibilities relating to the County’s implementation of COSSAP; and

**WHEREAS**, the Procurement Manager determines that this service is not a “professional service” as that term is defined in NMSA 1978, Section 13-1-76, therefore, the term of this Agreement is not limited to four years; and

**WHEREAS**, Amendments Nos. 1 through 3 increased the compensation payable to the Contractor and extended the term to June 4, 2025; and

**WHEREAS**, by this Amendment No. 4 the parties agree to amend the Agreement to increase the compensation payable to the Contractor and extend the term to June 4, 2026.

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

1. Article 3.B (Compensation, Invoicing and Set-off) insert a subparagraph d to read:

d. By Amendment No. 4 the compensation payable to the Contractor is increased by the sum of \$30,000. The total amount payable to the Contractor for the term of this Agreement will not exceed \$150,000.00, *inclusive* of NMGRT.

2. Article 4 (Effective Date and Term) insert a subparagraph d to read:

d) By Amendment No. 4 the term is extended to June 4, 2026.

3. All other provisions of the Agreement not specifically amended or modified by this Amendment No. 4 will remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have duly executed this Amendment as of the date of last signature by the parties.

**SANTA FE COUNTY:**

  
\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Manager

5/9/2025  
\_\_\_\_\_  
Date

Approved as to form:

Roberta D. Joe for W.B.  
Walker Boyd  
Santa Fe County Attorney

May 9, 2025  
Date

**CONTRACTOR: ASPEN SOLUTIONS**

  
Signature

May 9, 2025  
Date

**Amendment No. 3**  
**to Agreement No. ~~2023-0186-CSD/KE~~ DK**  
**Between Santa Fe County and Aspen Solutions**

This Amendment is made this 20th day of March, 2024, between **Santa Fe County** (the “County”), and **Aspen Solutions** (the “Contractor”).

**WHEREAS**, on June 4, 2021, the County and Contractor entered into Agreement No. 2021-0186-CSD/KE (the “Agreement”) to provide for the Contractor's services as an evaluator of the County's Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program or “COSSAP”; and

**WHEREAS**, Amendment Nos. 1 and 2 increased compensation payable to the Contractor by \$60,000 and extended the term to June 4, 2024; and

**WHEREAS**, by this Amendment No. 3 the parties agree to amend the Agreement to increase the compensation payable to the Contractor by the sum of \$30,000 and extend the term to June 4, 2025.

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

1. Article 3.B (Compensation, Invoicing and Set-Off) insert subparagraph c to read:

c) By Amendment No. 3 the compensation payable to the Contractor is increased by the sum of \$30,000.00. The total compensation payable to the Contractor for the term of this Agreement will not exceed \$120,000.00, *inclusive* of NM GRT.


2. Article 4 (Effective Date and Term) insert a subparagraph c to read:

c) By Amendment No. 3 the term is extended to June 4, 2025.

3. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1 and 2 this Amendment No. 3 will remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date of last signature by the parties.

**SANTA FE COUNTY:**

  
\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Manager


3/20/2024  
\_\_\_\_\_  
Date

Approved as to form:

Roberta D. Joe for J.Y.  
Jeff Young  
Santa Fe County Attorney

March 18, 2024  
Date

**CONTRACTOR—ASPEN SOLUTIONS**

  
Natalie Skogerboe, Owner & Director  
Signature  
Print name and title

March 19, 2024  
Date

**AMENDMENT NO. 2  
TO AGREEMENT BETWEEN SANTA FE COUNTY  
AND ASPEN SOLUTIONS**

This Amendment is made and entered into as of this 11<sup>th</sup> day of May, 2023, between Santa Fe County ("County"), and Aspen Solutions ("Contractor").

**WHEREAS**, on June 4, 2021, the County and Contractor entered into Agreement No. 2021-0186-CSD/KE (the "Agreement") to provide for the Contractor's services as an evaluator of the County's Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program or COSSAP; and

**WHEREAS**, Amendment No. 1 increased the compensation payable to the Contractor by \$30,000 and extended the term of the Agreement to June 4, 2023. By this Amendment No. 2 the parties agree to extend the term to June 4, 2024, and increase the compensation payable to the Contractor by the sum of \$30,000.

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

1. Article 3.B (Compensation, Invoicing and Set-off) is amended by inserting a subparagraph b to read:

b) By Amendment No. 2 the compensation payable to the Contractor is increased by the sum of \$30,000.00. The total amount payable to the Contractor for the term of this Agreement shall not exceed \$90,000.00, *inclusive* of NM GRT.


2. Article 4 (Effective Date and Term) is amended by inserting a subparagraph b to read:

b) By Amendment No. 2 the term is extended to June 4, 2024.

3. All other provisions of the Agreement not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have duly executed this Amendment as of the date of last signature by the parties.

**SANTA FE COUNTY:**

  
\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Manager

5/11/2023

\_\_\_\_\_  
Date

Approved as to form:

Roberta D. Joe for J.Y.

May 3, 2023

\_\_\_\_\_  
Jeff Young  
Santa Fe County Attorney

\_\_\_\_\_  
Date

Finance Division:




5/9/2023

\_\_\_\_\_  
Yvonne S. Herrera  
Finance Director

\_\_\_\_\_  
Date

**CONTRACTOR:**



5/9/2023

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Natalie Skogerboe, owner + Director*  
\_\_\_\_\_  
Print name and title

**AMENDMENT NO. 1  
TO AGREEMENT BETWEEN SANTA FE COUNTY  
AND ASPEN SOLUTIONS**

This Amendment is made and entered into as of this 23<sup>rd</sup> day of May, 2022 between Santa Fe County ("County"), a political subdivision of the state of New Mexico, and Aspen Solutions, 4029 Painted Pony Circle, Santa Fe, NM 87507 ("Contractor").

**WHEREAS**, on June 4, 2021, the County and Contractor entered into Agreement No. 2021-0186-CSD/KE ("Agreement") for the services of an evaluator to perform data collection and analytic responsibilities relating to the County's implementation of the Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program "COSSAP"; and

**WHEREAS**, according to Article 15 (No Oral Modifications; written Amendment required) of the Agreement, the parties may amend the Agreement by an instrument in writing executed by the parties; and

**WHEREAS**, by this Amendment No. 1 the County wishes to extend the term of the Agreement for one year and increase the compensation payable to the Contractor by the sum of \$30,000.00; and

**WHEREAS**, both parties desire to enter into this Amendment No. 1.

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

1. Article 3.B (Compensation, Invoicing and Set-off) is amended by inserting a subparagraph a)

to read:

a) By Amendment No. 1 the compensation payable to the Contractor is increased by the sum of \$30,000.00. The total amount payable to the Contractor for the term of this Agreement shall not exceed \$60,000.00, inclusive of NM gross receipts tax.

2. Article 4 (Effective Date and Term) is amended by inserting a subparagraph a) to read:

a) By Amendment No. 1 to this Agreement, the term of the Agreement is extended to June 4, 2023.

3. All other provisions of the Agreement not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have duly executed this Amendment as of the date of last signature by the parties.

**SANTA FE COUNTY:**

  
\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Manager

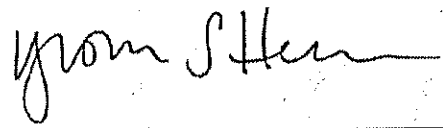
5/23/22  
Date

Approved as to form:

Roberta D. Joe for R.A.B.  
\_\_\_\_\_  
Rachel A. Brown  
Interim Santa Fe County Attorney

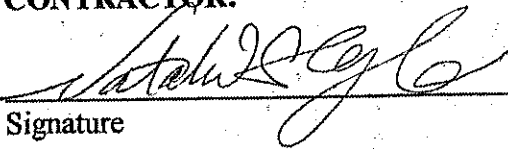
May 6, 2022  
\_\_\_\_\_

Finance Division:

  
\_\_\_\_\_  
Yvonne S. Herrera Finance Director

5/11/2022  
Date

**CONTRACTOR:**

  
\_\_\_\_\_  
Signature

May 19, 2022  
Date

Natalie Skogerboe, Owner & Director  
Print name and title

**SERVICE AGREEMENT  
BETWEEN SANTA FE COUNTY AND  
ASPEN SOLUTIONS**

**THIS AGREEMENT** is made and entered into this 4th day of June 2021, between **SANTA FE COUNTY**, hereinafter the "County" and **ASPEN SOLUTIONS**, 4029 Painted Pony Circle, Santa Fe, NM 87507, hereinafter the "Contractor".

**WHEREAS**, the County Community Services Department received a grant from the New Mexico Behavioral Health Services Division to implement a Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program within Santa Fe County. The grant requires contracting with an evaluator to collaborate with the State of New Mexico cross-site evaluation team and to perform data collection and analytic responsibilities; and

**WHEREAS**, pursuant to NMSA 1978 13-1-112, the County issued Request for Proposal (RFP) No. 2021-0186-CSD/KE to solicit the services of an evaluator to implement a Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program "COSSAP"; and

**WHEREAS**, the County determines the Contractor is the most qualified Offeror; and

**WHEREAS**, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

**NOW, THEREFORE**, it is agreed between the parties:

**1. SCOPE OF SERVICES**

The Contractor shall provide, without limitation, the following services,

- a. Participate in COSSAP implementation planning meetings and processes.
- b. Access, analyze and summarize community data for use in the implementation planning process. Data may include drug related arrest data, drug overdose death data, overdose related emergency department data, drug/alcohol related 911 call data, jail census data, treatment data, and/or housing capacity data.
- c. Develop local evaluation plan, in consultation with the COSSAP manager, other staff and partners, policy coordinating committee, and cross-site evaluation team.
- d. Customize cross-site evaluation forms and procedures to align with local data systems and program design, while optimizing data quality and adherence to informed consent, privacy and confidentiality requirements.
- e. Train and coach program staff in evaluation data collection and entry.
- f. Conduct monthly data quality checks of COSSAP participant and program data.

- g. Prepare and submit relevant client services data to cross-site evaluation team monthly.
- h. In collaboration with the COSSAP manager, complete the federal online Performance Measurement Tool (PMT) each quarter.
- i. Prepare quarterly COSSAP evaluation key indicator reports for the LEAD policy coordinating Committee and other local stakeholders.
- j. Obtain, analyze and report drug-related arrest data each quarter to the policy coordinating committee. As needed, work with local law enforcement agencies to optimize the quality of law enforcement data, including how race and ethnicity data are collected and documented.
- k. Assist the COSSAP manager in interpreting and using evaluation data for program management and continuous improvement.
- l. Participate in meetings and regular communications with cross-site evaluation team.
- m. Participate in learning collaborative meetings as appropriate.
- n. Participate in policy coordinating committee as appropriate.
- o. Collaborate with the cross-site evaluation team to develop a stakeholder interview plan. Conduct and/or help coordinate interviews with law enforcement officials and other key partners.

## **2. ADDITIONAL SERVICES**

A. The parties agree that all tasks set forth in Section 1 (Scope of Services), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in a written amendment to this Agreement.

## **3. COMPENSATION, INVOICING AND SET-OFF**

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as described in Exhibit A (Contractor's fee schedule).

B. The total amount payable to the Contractor under this Agreement, shall not exceed \$30,000.00, inclusive of NM GRT.

C. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the deliverables for which payment is sought.

- 1) The County's representative for certification of acceptance or rejection of contractual items and services shall be Patricia Boies, Health, and Human Service Division Director, or such other individual as may be designated in the absence of the County representative.
- 2) The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual services or deliverables
- 3) Within 30 days of the issuance of a written certification accepting the services or deliverables, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification accepting the items or services, the County shall pay late payment charges of 1.5% per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

#### 4. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the term of this Agreement in one year increments not to exceed three years in total

#### 5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable services, performed before the effective date of termination but shall not be liable for any services performed after the effective date of termination.

## **6. APPROPRIATIONS AND AUTHORIZATIONS**

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

## **7. INDEPENDENT CONTRACTOR**

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

## **8. ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

## **9. SUBCONTRACTING**

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

## **10. PERSONNEL**

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

#### **11. RELEASE**

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

#### **12. CONFIDENTIALITY**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

#### **13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT**

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

#### **14. CONFLICT OF INTEREST**

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

#### **15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Services), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

**16. ENTIRE AGREEMENT; INTEGRATION**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**17. NOTICE OF PENALTIES**

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

**18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

**19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district courts of New Mexico, located in Santa Fe County.

**20. RECORDS AND INSPECTIONS**

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under this Agreement; (ii) allow the

County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

## 21. INDEMNIFICATION

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

## 22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

## 23. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County Community Services Department  
Attn: Patricia Boies, Health and Human Services Division Director  
P.O. Box 276  
Santa Fe, New Mexico 87504

To the Contractor: Aspen Solutions LLC  
Attention: Natalie Skogerboe  
4029 Painted Pony Circle  
Santa Fe, NM 87507  
505-239-0613  
E-Mail: n.skogerboe@gmail.com

**24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the New Mexico Secretary of State on Contractor's behalf.

C. Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

**25. FACSIMILE SIGNATURES**

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

**26. NO THIRD-PARTY BENEFICIARIES**

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

**27. INSURANCE**

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the

Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract Santa Fe County shall be a named additional insured on the policy.

C. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

**28. PERMITS, FEES, AND LICENSES**

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

**29. NEW MEXICO TORT CLAIMS ACT**

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

**30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

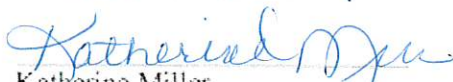
The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure form approved by the County.

**31. SURVIVAL**

The provisions of following paragraphs shall survive termination of this Agreement; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; and SURVIVAL.

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date of last signature by the parties hereto.

**SANTA FE COUNTY**

  
Katherine Miller  
Santa Fe County Manager

10.4.21  
Date

Approved as to form:

Roberta D. Joe for G.S.S.  
Gregory S. Shaffer  
Santa Fe County Attorney

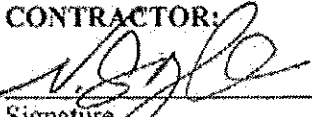
June 2, 2021  
Date

Finance Division:

  
Yvonne S. Herrera  
Finance Director

6/3/2021  
Date

CONTRACTOR:

  
Signature

06/03/2021  
Date

Natalie Skogerboe Owner + Director  
Print name and title

FY-2026

**SANTA FE COUNTY**  
INTERNAL PURCHASE REQUISITION (IPR)

FUND -COST CENTER-ACTIVITY:

223-0497-465-50-03

<b>Ship To Code</b>	<b>DEPARTMENT / DIVISION :</b> CSD/Health Services Division	<b>REQUISITION NUMBER:</b>	
	The Following Items to be Used On/At (Location):	<b>REQUESTOR / REQUESTED BY:</b>	Coy Maienza

<b>VENDOR #</b>	<b>VENDOR INFORMATION</b>	<b>VENDOR INFORMATION</b>	<b>VENDOR INFORMATION</b>
SANTA FE COUNTY	26005	1st Quote (If Applicable)	2nd Quote (If Applicable)
ATTN: Coy Maienza	<b>Name:</b> Aspen Solutions		
SFC Community Services Dept.	<b>Address 1:</b> 4029 Painted Pony Circle		
240 Grant	<b>Address 2:</b>		
SANTA FE, NM Enter Zip: 87501	<b>City, State, Zip:</b> Santa Fe, NM 87507		
	<b>Contact / Phone:</b>		

Line No	DESCRIPTION	LINE ITEM	Unit Cost	Qty Cost per item	# Items	AMOUNT	Unit Cost	Qty Cost per item	# Items	AMOUNT	Unit Cost	Qty Cost per item	# Items	AMOUNT	
1	Requested By: Coy Maienza		1			\$ -	1			\$ -	1			\$ -	
	PO for local evaluators for the law enforcement assisted diversion program, known as Engage, from Cost Center 223-0497-465-50-03. Request \$30,000 funding for FY27.	5003	1	\$30,000.00	1	\$ 30,000.00	1			\$ -	1			\$ -	
			1		1	\$ -	1			\$ -	1			\$ -	
			1				\$ -	1			\$ -	1			\$ -
			1				\$ -	1			\$ -	1			\$ -
			1				\$ -	1			\$ -	1			\$ -
2	Amendment #6 to Agreement #2021-0186 CSD/KE		1			\$ -	1			\$ -	1			\$ -	
			1			\$ -	1			\$ -	1			\$ -	
3			1			\$ -	1			\$ -	1			\$ -	
			1			\$ -	1			\$ -	1			\$ -	
4			1			\$ -	1			\$ -	1			\$ -	
			1			\$ -	1			\$ -	1			\$ -	

<b>Notes / Comments:</b>		<b>SUBTOTAL</b>	\$ 30,000.00											
		<b>SHIPPING/HANDLING</b>												
		<b>TAX (Services Only)</b>												
		<b>TOTAL CHARGES</b>	\$ 30,000.00			\$ -				\$ -				\$ -

<b>Signature</b>	<b>Date</b>	<b>REQUESTOR CERTIFIES THIS REQUEST HAS BEEN PROCURED AT THE BEST OBTAINABLE PRICE.</b>	<b>DATE SUBMITTED TO REQ CREATOR</b>
		<b>Date Completed by Requestor:</b> 5/6/2026	<b>Date:</b>
			<b>Creator Name:</b>