

EC-26-121



Mayor Timothy M. Keller

CITY OF ALBUQUERQUE

Albuquerque, New Mexico

Office of the Mayor

INTER-OFFICE MEMORANDUM

March 24, 2026

TO: Klarissa J. Peña, President, City Council

FROM: Timothy M. Keller, Mayor



SUBJECT: Approval of contract extension and price increase with DNA Labs International (DLI).

The Albuquerque Police Department requests approval for a contract extension of 2 years and an increase in the amount of \$200,000 for the current DNA Labs International agreement.

This extension and amount increase will allow DNA Labs to continue to work with APD's Criminalistics Division and provide advanced testing for critical evidence on various cases.

Funding for this price increase will come from several different federal grants (DNA Capacity Enhancement for Backlog Reduction (CEBR), Sexual Assault Kit Initiative (SAKI), National Cold Case Initiative (NCCI))

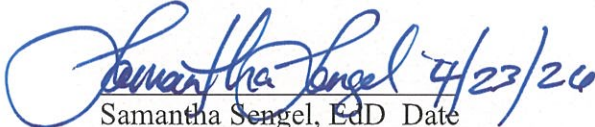
This contract has been in place since September 2023, and APD has worked closely with the vendor on several cases. This vendor is qualified and capable of continuing to provide quality service to the APD Criminalistics Division.

APD requests your acceptance of this Executive Communication.

TITLE/SUBJECT OF LEGISLATION: Approval of contract extension and amount increase
with DNA Labs International

Approved:

Approved as to Legal Form:


Samantha Sengel, EdD Date
Chief Administrative Officer


Lauren Keefe, Date
City Attorney

Recommended:


Cecily Barker Date
Chief of Police

Cover Analysis

1. What is it?

This Executive Communication is to approve an extension and contract amount increase to the current agreement with DNA Labs International (DLI).

2. What will this piece of legislation do?

This legislation will authorize the City of Albuquerque Police Department to extend the current contract with DNA Labs International by 2 years and add funds to the current agreement.

3. Why is this project needed?

The contract extension and increase are required to continue delivering high-quality DNA testing services to the APD Criminalistics Division.

4. How much will it cost, and what is the funding source?

The request is to increase the contract by \$200,000, and the extension would be for a 2-year term. Funds for this increase will be paid for by several federal grants. (DNA Capacity Enhancement for Backlog Reduction (CEBR), Sexual Assault Kit Initiative (SAKI), National Cold Case Initiative (NCCI)).

5. Is there a revenue source associated with this contract? If so, what level of income is projected?

No.

6. What will happen if the project is not approved?

If the extension and increased amount are not approved, APD would need to create a new federally compliant RFP, causing a delay in much-needed testing to be completed. This could cause a delay in evidence being researched and could lead to crimes being left unsolved.

Is this service already provided by another entity?

No.

FISCAL IMPACT ANALYSIS

TITLE: Contract extension and Amount Increase with DNA Labs International (DLI)

R:
FUND: 265

O:

Project ID - 51_24_SAKI/51_24_NCCI/51_25_CEBR

☒

No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.

☒

(If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	2026	Fiscal Years 2027	2028	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses	100,000	100,000		200,000
Property		-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ 100,000	\$ 100,000	\$ -	\$ 200,000
{} Estimated revenues not affected				
{} Estimated revenue impact				
Revenue from program				0
Amount of Grant	100,000	100,000		
City Cash Match				
City Inkind Match				
City IDOH	-	-	-	-
Total Revenue	\$ 100,000	\$ 100,000	\$ -	\$ -

These estimates do not include any adjustment for inflation.

* Range if not easily quantifiable.

Number of Positions created

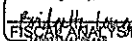
COMMENTS: Funds are available for the increase within APD's SAKI (Sexual Assault Kit Initiative) / NCCI (National Cold Case Initiative) / CEBR (DNA Capacity Enhancement For Backlog Reduction) grants.

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

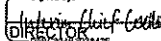
PREPARED BY:

APPROVED:

DocuSigned by:


 3/30/2026 10:55 AM MDT
 EXECUTIVE BUDGET ANALYST

Signed by:


 3/30/2026 10:55 AM MDT
 DIRECTOR

REVIEWED BY:

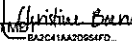
DocuSigned by:


 3/30/2026 11:10 AM MDT
 EXECUTIVE BUDGET ANALYST

Signed by:


 3/30/2026 11:10 AM MDT
 BUDGET OFFICER

Signed by:


 3/30/2026 11:10 AM MDT
 CITY ECONOMIST

FIRST AMENDMENT

THIS FIRST AMENDMENT (the “First Amendment”) is made and entered into as of the date of the last signature below, by and between the City of Albuquerque, a New Mexico municipal corporation (the “City”), and DNA LABS INTERNATIONAL, INC., a Florida profit corporation principally located at 700 W Hillsboro Blvd, Building 3, Deerfield Beach, FL 33441 (the “Contractor”). The City and Contractor may each be referred to herein as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, the City and Contractor entered into an agreement, dated September 21, 2023, hereinafter referred to as the “Original Agreement”, whereby the Contractor agreed to perform certain Services;

WHEREAS, the City determined that the Albuquerque Police Department continues to require the professional services of the Contractor, and an amendment to the Original Agreement is required, and an increase of funding and an extension of two approved terms of the Original Agreement is warranted;

WHEREAS, the City determined that the original RFB Solicitation Agreement Number RFP-2023-367-POL-EV did not include the required Professional Liability Insurance coverage based on the scope of services;

WHEREAS, the Parties desire to extend the term of the Original Agreement, subject to the other changes contained herein; and

WHEREAS, the City and Contractor are agreeable to the changes,

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto mutually agree as follows:

1. Section 2 of the Original Agreement is hereby amended to read as follows:

Term of Agreement. The term of the Agreement shall commence on September 21, 2023, and shall end on September 21, 2027, unless otherwise terminated as provided herein. There was a delay in executing this Agreement, resulting in a gap between September 21, 2025, and its execution. By executing this Agreement, the City and Contractor ratify all actions taken by the parties pursuant to Contractor’s obligations described in Section 1 of this Agreement from September 21, 2025, through to the execution of this Agreement. Further, the parties explicitly agree that all terms and conditions of this Agreement, including, but not limited to, insurance requirements and indemnification, are applicable continuously commencing on September 21, 2025.

2. Section 3.A. of the Original Agreement is hereby amended to read as follows:

Compensation. For performing the Services specified in Section 1 herein, the City agrees to pay the Contractor up to the amount of Three Hundred Thousand and No/100 dollars (\$300,000.00), which amount includes any applicable gross receipts tax and shall constitute full and complete compensation for the Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the services.

3. Section 7.D. of the Original Agreement is hereby amended to be Section 7.E.
4. The following is hereby inserted as Section 7.D. of the Original Agreement, to read as follows:

Professional Liability (Errors and Omissions) Insurance. Professional liability (errors and omissions) insurance in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.

5. Except as herein expressly amended, the terms and conditions of the Original Agreement shall remain unchanged and shall continue in full force and effect unless there is a conflict between the terms and conditions of the Original Agreement and this Amendment, in which event, the terms and conditions of this Amendment shall control.
6. This Amendment shall not become binding upon the City until approved by the highest required City approval authority.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement upon the date of the last signature below.

CONTRACTOR:

Company: DNA LABS INTERNATIONAL INC

Approved By:	_____	Date:	_____
Name:	_____	Title:	_____

CITY OF ALBUQUERQUE:

Approved		Date:	
By:	_____	Title:	_____
Name:	_____		

/Initial2/	Approved	Date:	
	By:	Title:	_____
	Name:		_____

/Initial1/	Approved	Date:	
	By:	Title:	_____
	Name:		_____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Office of America 8200 College Pkwy Suite 203 Fort Myers, FL 33919	CONTACT NAME: Phyl Zimmerman PHONE (A/C, No, Ext): (239) 237-4665 FAX (A/C, No):	
	E-MAIL ADDRESS: Phyl.Zimmerman@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Evanston Insurance Company	
	NAIC # 35378	
INSURED DNA Labs International Inc 700 West Hillsboro Boulevard Bldg 3 Deerfield Beach, FL 33441	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Medical Professional GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			MKLV2PSM002607	4/4/2025	4/4/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ HNOA Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			MKLV2PSM002607	4/4/2025	4/4/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof Liability			MKLV2PSM002607	4/4/2025	4/4/2026	Per Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Albuquerque P.O. Box 470 Albuquerque, NM 87103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE