

EC-26-121



CITY OF ALBUQUERQUE
Albuquerque, New Mexico
Office of the Mayor

Mayor Timothy M. Keller

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))

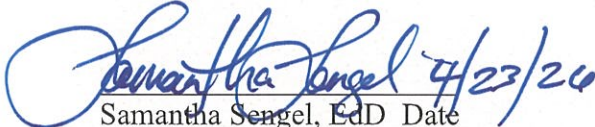
This contract has been in place since September 2023, and APD has worked closely with the vendor on several cases. This vendor is qualified and capable of continuing to provide quality service to the APD Criminalistics Division.


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		2028	Total
		2027			
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
<input type="checkbox"/> Estimated revenues not affected					
<input type="checkbox"/> 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:
Erin Kelly
 FISCAL ANALYST
 3/30/2026 10:55 AM MDT

Signed by:
Andrew Clark
 DIRECTOR
 3/30/2026 10:55 AM MDT

REVIEWED BY:

DocuSigned by:
Erin Kelly
 EXECUTIVE BUDGET ANALYST
 3/30/2026 11:10 AM MDT

Signed by:
Diana Sanz
 BUDGET OFFICER
 3/30/2026 10:11 AM MDT

Signed by:
Justine Turner
 CITY ECONOMIST
 3/30/2026 10:11 AM MDT

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 By: _____

Date: _____

Name: _____

Title: _____

/Initial2/ Approved By: _____

Date: _____

Name: _____

Title: _____

/Initial1/ Approved By: _____

Date: _____

Name: _____

Title: _____

