




Date: January 2, 2025

To: Governing Body
Finance Committee

From: Paul Joye, Chief of Police 
Paul Joye (Jan 2, 2025 11:17 MST)

Subject: Purchase- ThermoFisher DNA Machine

Vendor Name: Fisher Scientific

Vendor Number: 1368

ITEM AND ISSUE:

Request Approval for the Purchase of a Rapid HIT ID DNA Machine in the amount of \$207,205.50 using funding from Approved State of New Mexico Crime Victims Reparation Commission (CVRC) Victims of Crime Act Agreement #25-780-P707-00789. (Paul Joye, Chief of Police, pmjoye@santafenm.gov)

Action Requested: Approval for purchase of a DNA Machine

BACKGROUND AND SUMMARY:

The Santa Fe Police Department and the Youth and Family Services Division are collaborating to address the evolving safety needs in the City of Santa Fe. This partnership has launched initiatives focused on reducing violence through prevention, intervention, and education. By integrating traditional policing methods with innovative, community-centric strategies, this collaborative effort aims to enhance public safety, support victims, and prevent future incidents of violence. This unified approach represents a comprehensive strategy for community safety, combining the police department's depth of experience with the proactive community engagement initiatives of the Community Violence Prevention Program, demonstrating a strong commitment to fostering a safer and more resilient Santa Fe. The primary goal of applying for this grant is to enhance support for victims and increase prosecution of repeat offenders who often don't get prosecuted due to lack of evidence. With the purchase of the Thermo-Fisher DNA machine, we will be able to be more proactive in many different types of incidents. The Youth and Family Services Division in partnership with the Santa Fe Police Department applied for a federal STOP Violence Against Women Act (VAWA) and Victims of Crime Act (VOCA) grant. **Grant Agreement/BAR was approved at Governing Body Committee 10/9/2024.** The Thermo-fisher Rapid HIT ID DNA machine would allow the Santa Fe Police Department to screen and process crime scenes that often have repeat offenders in house without needing to send DNA evidence to the State Crime Lab.

PROCUREMENT METHOD:

Statewide Price Agreement #30-00000-23-000035

Chief Procurement Officer Approval:  _____ **Date:** Jan 3, 2025

Comment/Exceptions: _____

Supporting Information: _____

CONTRACT NUMBER: N/A

\$\$\$\$\$ SOURCE/REVENUE: Expense | Revenue

2025 NM CVRC State Gap Funding (BAR/Agreement approved at GB 10/9/24)

Fund Name/Number: 223/LAWENFRC

Munis Org Name/Number: 2230315/POL Grants

Munis Obj Name/Number: 570500/Equipment & Machinery Non-Exempt

Budget Officer Approval:  ALEXIS LOTERO / Jan 3, 2025 09:49 MST **Date:** Jan 3, 2025

Comment/Exceptions: _____

Grant Yes | No

Grant #: S2529 Already approved – attached _____

Grant Manager/Accounting Officer Approval: _____ **Date:** _____

Comment/Exceptions: _____

Project Yes | No

Project Ledger #: POL2522302 – attached _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than \$5,000

Yes | No

Asset # (if known): _____

Repair or Replacement of Existing Equipment:

Yes | No ~If yes -> Repair | Replacement

Please explain: N/A _____

Capital Project:

(New and improvement projects that are going to cost \$10,000 or more)

Yes | No

Anticipated length of project: _____

Asset Manager Approval _____ **Date:** _____

Comment/Exceptions: _____

Was this service deemed construction: Yes | No

Department Approvals:

IT Components: Yes | No

Vehicles: Yes | No

Facilities, Furniture, Fixtures, Equipment: Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Approval: _____ **Title:** _____ **Date:** _____

Comment & Exceptions: _____

Department Contract Administrator Contact Info: Anna Marie Bowen, 505-955-5122

ATTACHMENTS:

Vendor Quote

SPA

Approved Agreement/BAR (10/9/24)

Project Ledger Form



Fisher Scientific

Part of Thermo Fisher Scientific

To: TARA RICO

Date: 01/02/2025

Message: NASPO CONTRACT #7-24-99-50-04

THERE WILL NOT BE ANY STANDARD SHIPPING CHARGES

Sales Quotation

*Quote Nbr	Creation Date	Due Date	Page
5002-9332-43	01/02/2025		1 of 2
Payment Terms		Delivery Terms	
NET 30 DAYS		DESTINATION	
Valid To		Prepared By	
05/02/2025		SCAPPE, FRANCESCA	
Customer Reference		Sales Representative	
RFQ LIFETECH S5692266 EX: 04/25/25		FRANCESCA SCAPPE	
To place an order	Ph: 800-766-7000	Fx: 800-926-1166	
Submitted To:		Customer Account: 101067-001	
TARA RICO FRANCESCA.SCAPPE@THERMOFISHER.COM 412-303-3896		SANTA FE POLICE DPT 2515 CAMINO ENTRADA SANTA FE NM 87507	



Part of Thermo Fisher Scientific

FISHER SCIENTIFIC COMPANY LLC
4500 TURNBERRY DRIVE
HANOVER PARK IL 60133-5491

[Review and Place Order](#)

[Click here or go through your purchasing system to fishersci.com quotes](#)

***Please reference this Quote Number on all correspondence.**

Don't have a profile? Register on fishersci.com

For complete Terms and Conditions, please [click here.](#)

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
1	1	EA	A41810	RAPIDHIT ID SYSTEM Applied Biosystems RapidHIT ID System, Content And Storage: Store at room temperature., Product Line: RapidHIT, Shipping Condition: Room Temperature Vendor Catalog # A41810 Hazardous Material This item is being sold as 1 per each	147,975.00	147,975.00
2	1	EA	A59183	AB RLINK V2.0 - SOFTWARE ONLY Vendor Catalog # A59183 Hazardous Material This item is being sold as 1 per each	9,577.50	9,577.50
3	1	EA	A48503	RAPIDLINK LAPTOP SYSTEM Vendor Catalog # A48503 Hazardous Material This item is being sold as 1 per each COMMENTS: THIS INCLUDES A LAPTOP AND POWER CORDS	2,484.00	2,484.00
4	1	EA	A53084	AB RHID PRIMARYCTRG GFE 150 Vendor Catalog # A53084 Hazardous Material This item is being sold as 1 per each	7,371.00	7,371.00
5	2	EA	A41831	AB RHID ACE GFE 50 SMPL KIT Vendor Catalog # A41831 Hazardous Material	5,285.00	10,570.00

Sales Quotation



Part of Thermo Fisher Scientific

Quote Nbr	Customer Reference	Page
5002-9332-43	RFQ LIFETECH S5692266 EX: 04/25/25	2 of 2

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
				This item is being sold as 1 per each		
6	1	EA	A54338	RAPIDINTEL PLUS 50 SMPL KIT Vendor Catalog # A54338 Hazardous Material This item is being sold as 1 per each	5,666.40	5,666.40
7	1	EA	NON-CATALOG	RAPIDINTEL PLUS LADDER 5 CART Vendor Catalog # A54344/S5692266 <small>No Image Available.</small>	1,209.60	1,209.60
8	1	EA	ZG11SCRHID	AB ASSURANCE1PM RHIT ID Vendor Catalog # ZG11SCRHID Hazardous Material This item is being sold as 1 per each	14,576.00	14,576.00
9	1	EA	ZGLPSCRHID	PRIORITY TECH SUP RAPIDHIT ID Vendor Catalog # ZGLPSCRHID Hazardous Material This item is being sold as 1 per each	2,628.00	2,628.00
10	1	EA	A59805	RLINK MATCHING STE V1.0 STWARE Vendor Catalog # A59805 Hazardous Material This item is being sold as 1 per each	5,148.00	5,148.00
MERCHANDISE TOTAL						207,205.50

NOTES:

Returns are subject to manufacturer terms and conditions.

We now offer highly competitive financing with low monthly payments. Please contact your local sales representative for more information.

Tell us about your recent customer service experience by completing a short survey. This should take no longer than three minutes. Enter the link into your browser and enter the passcode: USA-PGH-CS2

<http://survey.medallia.com/fishersci>



State of New Mexico General Services Department Statewide Price Agreement

Awarded Vendor:
0000010817
Fisher Scientific Company, LLC
300 Industry Drive
Pittsburgh, PA 15275

Contact: Lonnie Davis
Email: Lonnie.Davis@thermofisher.com
Telephone No.: (706) 951-8257

Price Agreement Number: **30-00000-23-00035AA**

NASPO Master Agreement No.: **MA2024001**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **See Contract**

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Procurement Specialist: **Yulastuti Wulandari** *yw*

Telephone No.: **(505) 469-2248**

Email: **Yulastuti.Wulandari@gsd.nm.gov**

Invoice:
As Requested at Time of Order

Title: Laboratory Equipment and Supplies

Term: May 29, 2024 thru February 28, 2026

NASPO ValuePoint Master Agreement Link: <https://www.naspovaluepoint.org/portfolio/laboratory-equipment-and-supplies-2024-2032/fisher-scientific-company/>

This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on subsequent pages.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 5/28/2024

New Mexico State Purchasing Agent

From: [Scappe, Francesca](#)
To: [RICO, TARA R.](#)
Subject: RE: Rapid quote / Account number 101067-001
Date: Wednesday, December 4, 2024 8:05:03 AM
Attachments: [image001.png](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

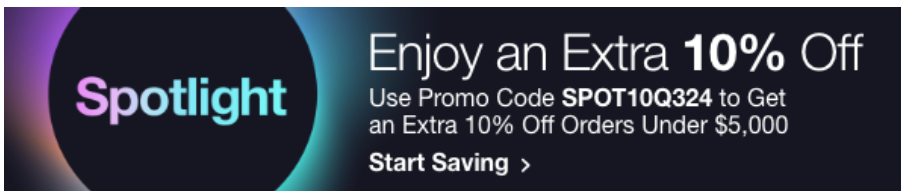
Hi Tara,

I spoke with my manager and he stated - All 3.5 Million product we sell are covered under the contract but not all will be listed in the document since this was a special quote directly from one of our sister companies. All items on the quote are covered under the contract at discount price on the quote provided.

Please let me know if you have any questions

Thank you as always,
Francesca

Francesca Scappe
Sales Representative
Fisher Scientific



Thermo Fisher Scientific
300 Industry Drive | Pittsburgh, PA 15275
Cell: (412)303-3896
Office Line: (412)-385-6212

francesca.scappe@thermofisher.com | www.fishersci.com

From: RICO, TARA R. <trrico@santafenm.gov>
Sent: Tuesday, December 3, 2024 10:27 AM
To: Scappe, Francesca <francesca.scappe@thermofisher.com>
Subject: RE: Rapid quote / Account number 101067-001

CAUTION: This email originated from outside of Thermo Fisher Scientific. If you believe it to be suspicious, report


Ube Technologies
Thermo Fisher
#10704



CITY OF SANTA FE

DATE: September 23, 2024

TO: Governing Body
Finance Committee
Quality of Life Committee

FROM: Paul Joye, Chief of Police 

ITEM AND ISSUE:

1. Request Approval of the State of New Mexico Crime Victims Reparation Commission (CVRC) Victims of Crime Act Grant Agreement #25-780-P707-00789 in the Amount of \$229,792 to fund Equipment and Training for the Santa Fe Police Department. Chief Paul Joye, Chief of Police, pmjoye@santafenm.gov)
2. Request Approval of a Budget Amendment Resolution (BAR) to Allocate \$229,792 from the 2024 CVRC Grant Agreement to FY25 Revenue and Expenses Thermo-Fisher DNA machine.

BACKGROUND AND SUMMARY

The Santa Fe Police Department and the Youth and Family Services Division are collaborating to address the evolving safety needs in the City of Santa Fe. This partnership has launched initiatives focused on reducing violence through prevention, intervention, and education. By integrating traditional policing methods with innovative, community-centric strategies, this collaborative effort aims to enhance public safety, support victims, and prevent future incidents of violence. This unified approach represents a comprehensive strategy for community safety, combining the police department's depth of experience with the proactive community engagement initiatives of the Community Violence Prevention Program, demonstrating a strong commitment to fostering a safer and more resilient Santa Fe.

The primary goal of applying for this grant is to enhance support for victims and increase prosecution of repeat offenders whom often don't get prosecuted due to lack of evidence. With the purchase of the Thermo-Fisher DNA machine we will be able to be more proactive in many different types of incidents.

The Youth and Family Services Division in partnership with the Santa Fe Police Department applied for a federal STOP Violence Against Women Act (VAWA) and Victims of Crime Act (VOCA) grant. The city received the grant agreements at the end of July, the CVRC grant will be used to fund services and equipment related to the purchase of a DNA ID Machine (Rapid HIT ID System), which will allow officers to process crime scenes, identify suspects, and help support victims at a much faster rate. The Thermo-fisher Rapid HIT ID DNA machine would allow the Santa Fe Police Department to screen and process crime scenes that often have repeat offenders without needing to send DNA evidence to the State Crime Lab.

PROCUREMENT METHOD: N/A

The performance period ends June 30th, 2025.

FUNDING SOURCE:

2025 NM CVRC State Gap Funding
Project Ledger ID: POL2522302
Fund Name/Number: Other Grants (223)
Munis Org Name/Number: 2230315.491300

ACTION REQUESTED:

The Police Department respectfully requests your review and approval.

If the project is grant funded? List grant award number: 25-780-P707-00789

Grant Manager / Accounting Officer Approval: Matthew Bonifer Date: Sep 24, 2024
Comment/Exceptions: _____

Project Ledger #: POL2522302

Budget Officer Approval: Andy Hopkins Date: Sep 25, 2024
Comment/Exceptions: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than \$5,000?):

Yes | No

(if known): _____

Repair or Replacement of Existing Equipment:

Yes | No
If yes -> Repair | Replacement

Please explain: _____

Capital Project:
(New and improvement projects that are going to cost \$10,000 or more)
 Yes | No

Project Ledger #: _____

Anticipated length of project: _____

Asset Manager Approval: _____ Date: _____
Comment/Exceptions: _____

Department Approvals:
IT Components: Yes | No
Vehicles: Yes | No
Facilities, Furniture, Fixtures, Equipment: Yes | No

Approval: _____ Title: _____ Date: _____
Approval: _____ Title: _____ Date: _____
Comment & Exceptions: _____

Department Contract Administrator Contact Info:

ATTACHMENTS:
Grant Agreement # 25-780-P707-00789
BAR

**STATE OF NEW MEXICO
CRIME VICTIMS REPARATION COMMISSION
INTERGOVERNMENTAL SERVICE AGREEMENT
CONTRACT #25-780-P707-00789**

An Intergovernmental Service Agreement between **City of Santa Fe, Santa Fe Police Department** and the **New Mexico Crime Victims Reparation Commission**.

This Agreement is made and entered into by and between the State of New Mexico Crime Victims Reparation Commission, hereinafter referred to as "Agency," and **City of Santa Fe, Santa Fe Police Department** (hereinafter referred to as "Contractor"). The contract is scheduled to begin on approximately July 1, 2024, or upon receiving all required state approvals, whichever is later.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work, based on approved budget;

Law enforcement will develop or enhance their response to victims of homicide and other violent crimes and enhance the investigative units within law enforcement agencies.

Grant funds may be used to develop or enhance services for victims of crime such as:

- Enhancement of response to violent crime in a trauma informed, victims center approach to the criminal investigation.
- Job duties and description for Investigators of violent crimes,
- Timing, availability, and duration of services, including addressing victim/survivor crisis situations; procedures for addressing imminent danger, stalking, and intimidation of victims/survivors; and information for victim/survivors on initial contact and throughout service delivery,
- Methods for maintaining geographic accessibility of services and accessibility over time, including accessibility of services to people with limited English proficiency and survivors with disabilities,
- Procedures for assessing safety, security, and maintenance of service premises,
- Procedures for communication and collaboration with other providers,
- Equipment to assist in the rapid identification of the offender to expedite the investigation to reduce victim trauma,
- Professional training for law enforcement and/or violent crime victim assistance responders
- Software to assist in the needs presented in providing services to victims of violent crime, to include licenses to run software programs
- Develop and acquire effective equipment and technology that help agencies respond to crime
- Must submit a quarterly report for all activities performed under this award.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$229,792.00 FY25. This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.

B. The Agency shall pay to the Contractor for services satisfactorily performed, pursuant to the scope of work and based on the approved budget. Such compensation shall not exceed \$229,792.00, including

gross receipts tax in FY25. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph I, Scope of Work. All invoices MUST BE received by the Agency no later than the tenth (10) day after the end of the month in which the services were delivered. Final invoice is due no later than July 10, 2025, for services rendered prior to June 30, 2025. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit monthly a detailed statement accounting for all services performed and expenses incurred. The Contractor will use the invoice and accounting sheet template provided by the Agency when submitting invoices. If the Agency finds that any work and/or expenses are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the work and/or expenditures, and - outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the work and/or expenditures are accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. Contractor must complete and submit a Grant Status Report form to the Agency by March 27, 2025. The Agency will be responsible for sending the form to the Contractor one month prior to deadline date.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE AGENCY. This Agreement shall terminate on **JUNE 30, 2025**, unless terminated pursuant to Paragraph 4 (Termination), or Paragraph 5 (Appropriations). In accordance with NMSA 1978, Section 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, Section 13- 1-150.

4. Termination.

A. Termination - This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*"

B. Termination Management - Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or

transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriation and authorization being made by the Legislature for the performance of this Agreement. If sufficient appropriations and authorization are not made by the NM Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. 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 prior written approval of the Agency.

7. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Agency.

8. 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 Agency.

Exceptions to Confidentiality:

- Information which is or becomes publicly known through no fault of the Contractor;
- Information learned from a third party entitled to disclose it;
- Information already known to or developed by the Contractor before receipt from the Agency, as shown by the Contractor's prior written records;
- Information reasonably necessary to protect the Contractor's interests in a lawsuit, alternative dispute resolution process, or government investigation;
- Information reasonably necessary to process insurance claims;
- Information required by law to be disclosed;
- Information developed independently by the Contractor without use or reference to information provided by the Agency.

9. Product of Service - Copyright.

Contractor will retain ownership of all copyrightable materials created under this Agreement, except as otherwise specifically agreed. Contractor hereby grants to the Agency a nonexclusive license for noncommercial purposes in all works created under this Agreement in which Contractor retains a copyright. Contractor may retain title to, and apply for, patents for the products produced under this Agreement. The provisions of this paragraph are subject to any limitations or requirements that may be placed upon the parties by any state or federal law, rule, regulation, or condition of acceptance of the funding used in conjunction with the Agreement.

10. Conflict of Interest; Governmental Conduct Act.

The Contractor certifies that it presently has no interest and, during the term of this Agreement, shall not

acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through 10-16-18, regarding contracting with a public officer or state employee or former state employee, have been followed.

11. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

12. Merger.

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

13. Penalties for violation of law.

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks. The provisions of the Procurement Code (Sections 13-1-28 through 13-1-199 NMSA 1978) shall not apply to: Procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978 (NMSA 1978, Section 13-1-98(A)).

14. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliances with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

15. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

16. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

17. Records and Financial Audit.

The Contractor shall maintain detailed expenditure records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

18. Liability.

As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from the negligence of that party's employees or agents. The liability of the Contractor shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30.

19. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

20. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

21. 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 Agency:

Frank Zubia, Director
Crime Victims Reparation Commission
6200 Uptown Blvd, Suite 210
Albuquerque, NM 87110

To the Contractor:

City of Santa Fe, Santa Fe Police Department
PO Box 909
Santa Fe, NM 87501

22. Authority.


If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and certifies that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

Contract ID# 25-780-P707-00789

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signatures below.

By: 
Paul Joye [Oct 10, 2024 15:28 MDT]
Contractor
City of Santa Fe, Santa Fe Police Department

Date: Oct 10, 2024

By: 
DocuSigned by:
Frank Zubia - Director,
New Mexico Crime Victims Reparation Commission

Date: 11/5/2024

By: 
DocuSigned by:
Sandra Gardner, Agency's Legal Counsel – Certifying legal sufficiency
New Mexico Department of Justice

Date: 11/5/2024

By: 
DocuSigned by:
Cindy Mok- Agency's Chief Financial Officer
New Mexico Crime Victims Reparation Commission

Date: 10/30/2024

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Intergovernmental Service Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:


Alan Webber (Oct 14, 2024 08:08 MDT)

ALAN WEBBER, MAYOR

ATTEST:



GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 10/09/2024

XIV

CITY ATTORNEY'S OFFICE:


Christopher W. Ryan (Aug 7, 2024 10:02 AM)

SENIOR ASSISTANT CITY ATTORNEY

FINANCE:



EMILY OSTER, FINANCE DIRECTOR



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 08/19/2024

Project Title: DNA ID Machine (Rapid HIT ID System)

Project Type: CIP Grant Internal Tracking

Department: Police Project Manager: AnnaMarie Bowen Ext: 5122

Project Date Range: upon signature to 06/30/2025 Create Fixed Asset

Project ID: POL2522302

Grant ID: S2529

Approved By: MB 8/28/24

(Finance Use Only)

Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: New Mexico Crime Victims Reparation Commission % of Funding: 100

MUNIS ORG: 2230315 MUNIS OBJ: 491300 Awarded Amount: \$229,792.00

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: Equipment & Machinery Non-Exempt MUNIS ORG: 2230315 MUNIS OBJ: 570500

Grants Only (list all grants if applicable):

Grantor Name: New Mexico Crim Victims Reparation Commission Awarded Amount: \$229,792.00

AR Charge Code: 2230315.491300 Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 25-780-P707-00789 Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) Attached Grant Documentation

Signature: Matthew Bonifer
Matthew Bonifer (Aug 28, 2024 13:03 MDT)

Email: mtbonifer@santafenm.gov











GB-500- Fisher Scientific- SPA1


Final Audit Report

2025-01-03


Created:	2025-01-02
By:	TARA RICO (trrico@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsUUBe42OGy4xmQeIX1-4k-NwuUoQ6tSP

"GB-500- Fisher Scientific- SPA1" History

-  Document created by TARA RICO (trrico@santafenm.gov)
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-  TARA RICO (trrico@santafenm.gov) added alternate signer ALEXIS LOTERO (aclotero@santafenm.gov). The original signer ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) can still sign.
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