



**Date:** August 7, 2024

**To:** John Blair, City Manager

**Via:** Emily Oster, Finance Department Director  
Paul Joye, Chief of Police

**From:** Jimmie Montoya, Lieutenant *JM*

**Subject:** Region III Grant

**Vendor:** New Mexico Department of Public Safety

**ITEM AND ISSUE:**

The Police Department respectfully requests your review and Approval of a Memorandum of Understanding (MOU)-Region III Drug Task Force/Agreement between the Department of Public Safety and Sub-Recipient of the Region III High Intensity Drug Trafficking Areas Funding. There is no cost to the Santa Fe Police Department and any overtime paid pursuant to this MOU/Agreement is reimbursed through federal grants for a total of \$21,840 plus GRT. This term is for one year July 1, 2024 to June 30, 2025. (Region III Drug Task Force); (Jimmie Montoya, [jmontoya@santafenm.gov](mailto:jmontoya@santafenm.gov), ext. 5253)

**Action Requested:** Approval of a MOU/Agreement

**BACKGROUND AND SUMMARY:**

The attached MOU/Agreement is a renewal for the existing MOU/Agreement already in place. The Santa Fe Police Department continues its commitment to the Region III Drug Task Force and its abatement of narcotics within the City of Santa Fe and surrounding areas.

**PROCUREMENT METHOD:**

N/A

**Chief Procurement Officer Approval:** N/A **Date:** \_\_\_\_\_

**Comment/Exceptions:** N/A

**CONTRACT NUMBER:**

N/A

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

Reimbursement of overtime.

*If the project is grant funded?* List grant award number: 25-79000-4000-IGSA00002

**Grant Manager / Accounting Officer Approval:** *Matthew Bonifer* **Date:** Aug 8, 2024

**Project Ledger #:** POL2522301

**Budget Officer Approval:** *Andy Hopkins* **Date:** Aug 12, 2024

**Comment/Exceptions:** \_\_\_\_\_

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

Yes |  No

**# (if known):** N/A \_\_\_\_\_

**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

**Project Ledger #:** N/A \_\_\_\_\_

**Anticipated length of project:** N/A \_\_\_\_\_

**Asset Manager Approval:** N/A \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Department Approvals:**

IT Components:  Yes |  No

Vehicles:  Yes |  No

Facilities, Furniture, Fixtures, Equipment:  Yes |  No

**Approval:** N/A \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Approval:** N/A \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment & Exceptions:** \_\_\_\_\_

**Department Contract Administrator Contact Info:**

**AnnaMarie Bowen, [acbownen@santafenm.gov](mailto:acbownen@santafenm.gov), 505-955-5122**

**ATTACHMENTS:**

MOU/Agreement

Project Ledger Form

Budget Amendment Resolution (BAR)



25-79000-4000-IGSA00002



**INTER-GOVERNMENTAL SERVICE AGREEMENT BETWEEN  
NEW MEXICO DEPARTMENT OF PUBLIC SAFETY  
AND CITY OF SANTA FE**

**THIS AGREEMENT** by and between the New Mexico Department of Public Safety (herein referred to as the "DPS"), City of Santa Fe (herein referred to as the "Fiduciary") and Santa Fe Police Department (herein referred to as the "Agency") and collectively "the Parties".

**WHEREAS**, the DPS and the Agency each charged with protecting the health, safety and welfare of the citizens of New Mexico; and

**WHEREAS**, the DPS serves as the Fiduciary for the Region III Task Force; and

**WHEREAS**, City of Santa Fe serves as the Fiduciary for the Santa Fe Police Department; and

**WHEREAS**, the DPS, the City of Santa Fe Police Department, Town of Taos Police Department, Taos County Sheriff's Office, New Mexico Department of Public Safety (State Police), and the Espanola Police Department, are parties to Memorandum of Understanding Region III Drug Task Force (the MOU) dated January 6, 2020 that provides for how the Parties will jointly cooperate and assist with the prevention, investigation, control and prosecution of unlawful drugs, narcotics and controlled substances and related crimes within the Southwest Border High-Intensity Drug Task Agency (HIDTA) - New Mexico, Region III (HIDTA Region III); and

**WHEREAS**, according to the MOU, the DPS is designated as the fiscal agent for purposes of the MOU and activities conducted by the Parties to the MOU; and

**WHEREAS**, the law enforcement activities and strategy of the HIDTA Region III area are funded annually by a federal HIDTA grant, which provides assistance to law enforcement entities to reduce drug trafficking and production in the HIDTA Region III; and

**WHEREAS**, the DPS as fiscal agent under the MOU is the recipient of HIDTA Grant #G23SN0005A in the amount of \$320,013.00 on behalf of the Region III Multi-Jurisdictional Task Force; and

**WHEREAS**, the Agency, a signatory on the MOU, is an entity that is active and participating in HIDTA-related activities and initiatives and is eligible for reimbursement from the HIDTA Grant. The Agency participation involves overtime hours spent by the Agency enforcement officers engaging in undercover narcotics investigations and other activities to support the HIDTA strategy; and

**WHEREAS**, the DPS shall provide for the process by which the Agency who engages and participates in HIDTA-related activities to support the strategy of the HIDTA program, submit invoices to the Fiduciary and DPS, as fiscal agent for Region III, reimburses the Fiduciary for overtime and other expenses associated with its HIDTA-related activities; and

**WHEREAS**, federal regulations governing the award and administration of federal grants awarded to non-federal agencies require that grant contractors agree to be subject to certain federal requirements and regulations pertaining to HIDTA grants.

**NOW THEREFORE**, in consideration of the promises and mutual obligations herein, the Parties hereto do mutually agree as follows:

**1. SCOPE OF PARTICIPATION**

- a. The Agency's participation in HIDTA Region III activities to support the HIDTA strategy consists, without limitation, of overtime hours spent by Agency's law enforcement officers, agents, deputies, and police officers engaging in undercover narcotics investigations and other activities to support the HIDTA strategy. Other HIDTA-related activities are those program activities described on the budget submitted by the HIDTA Region III in its annual HIDTA grant application.
- b. The DPS and the Agency agree that all HIDTA activities set forth in Section 1 of this Agreement shall be completed in full to the satisfaction of the DPS as fiscal agent and in accordance with all federal requirements of the HIDTA grant funding, and for amounts not-to-exceed the sum of the annual HIDTA grant, and for no other cost, amount, fee, or expense.

**2. THE AGENCY SHALL:**

- a. Depending on the frequency of HIDTA activities and initiatives during the HIDTA grant period, the Agency's law enforcement agents will prepare an invoice with supporting documentation evidencing the Agency's police overtime hours and other HIDTA-related expenses associated with HIDTA programs and activities. The Fiduciary will submit the invoice and supporting documentation to Region III Task Force on behalf of the Agency. The invoice and supporting documentation will be verified by Region III Task Force and then submitted to the DPS for reimbursement.
- b. The total amount payable to the Fiduciary/Agency under this Agreement shall not exceed the total amount of the annual HIDTA grant funding, inclusive of any applicable tax, for that fiscal year.
- c. The amount of the annual HIDTA grant is a maximum, not a guarantee that the HIDTA activities performed or engaged in by the Agency in this Agreement shall equal the amount of the HIDTA grant. The Parties do not intend for the Agency to continue to engage in HIDTA activities without reimbursement when the HIDTA grant funding has been exhausted. Reimbursement is based on the availability of the HIDTA grant funding for that grant period.

(1) The Region III HIDTA representative for receipt of the invoice and supporting documentation will be:

Hector Vacio, Lieutenant  
Region III Task Force  
[Hector.Vacio@dps.nm.gov](mailto:Hector.Vacio@dps.nm.gov)  
(505) 660-6053

Or such other individual as may be designated in the absence of the Region III HIDTA representative.

- (2) The Agency's budgeted amounts to be paid are as stated on **Attachment B** (pending approval of the Office of National Drug Control Policy via the Southwest Border HIDTA-New Mexico).
- (3) In the event the Agency materially breaches this Agreement, the DPS may, without penalty, withhold reimbursement to the Agency.

### 3. The DPS SHALL:

- a. As fiscal agent under the MOU, review the invoice and supporting documentation and submit reimbursement directly to the Fiduciary.
- b. Notify the Agency when reimbursements to the Agency have reached the total available HIDTA grant funding for that year. Reimbursement is based on the availability of the HIDTA grant funding for that grant period.
  - (1) The total amount payable to the Fiduciary under this Agreement shall not exceed Twenty-One Thousand Eight Hundred Forty Dollars (\$21,840.00) unless an amendment is approved.

### 4. EFFECTIVE DATE AND TERM

- a. This Agreement shall, upon due execution by all Parties, become effective as of the date of last signature by the Parties hereto.
- b. The term of this Agreement is from the date of last signature by the Parties through **June 30, 2025**, and is subject to earlier termination:
  - (1.) if the DPS ceases to be designated as the fiscal agent under the MOU,
  - (2.) if the MOU is dissolved by the Parties to the MOU, or
  - (3.) termination pursuant to Section 5 (Termination) below occurs.

### 5. TERMINATION

Termination for Convenience: Either party may terminate this Agreement for any reason by providing 30 days written notice. If notice is given, the Agreement will terminate at the end of 30 days thereafter, and the liabilities of the Parties hereunder for further performance of the terms of the Agreement shall cease, but the Parties shall not be released from duty to perform up-to-the date of termination.

### 6. CONTINUED HIDTA GRANT FUNDING

This Agreement is contingent upon the DPS's annual award of HIDTA grant funding. If sufficient HIDTA grant funding is not received this Agreement shall terminate upon written notice by the DPS to the Agency, or the Parties to this Agreement may agree to suspend performance under this Agreement until such time as HIDTA grant funds are available. A termination shall be without penalty to the DPS, and the DPS shall have no duty to reimburse the Agency for overtime or expenditures made in the performance of this Agreement. The DPS's decision as to whether sufficient HIDTA grant funding is available to fulfill the

purposes of this Agreement shall be final and not subject to challenge by the Agency in any way or forum, including a lawsuit.

#### **7. PERSONNEL**

All HIDTA-related tasks and activities under this Agreement shall be performed by the Agency or under the Agency's supervision on behalf of the Region III Task Force.

#### **8. RELEASE**

- a. Upon its receipt of all reimbursements or payments due under this Agreement, the Fiduciary/Agency releases the DPS, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.
- b. The Parties agree to not purport to bind the other to any obligation not assumed herein by the other, unless the party has given express written authority to do so, and then only within the strict limitations of that authority.

#### **9. CONFIDENTIALITY**

Any confidential information provided to or developed by the Agency in the performance of this Agreement shall be kept confidential and shall only be made available to any individual or organization in accordance with applicable federal or state law.

#### **10. CONFLICT OF INTEREST**

The Agency agrees to maintain written standards of conduct covering conflict of interest. The Agency warrants that none of its employees will participate in the selection, award, or administration of this Agreement if he or she has a real or apparent conflict of interest.

#### **11. COMPLIANCE WITH APPLICABLE LAW AND REGULATION; CHOICE OF LAW; WARRANTY**

In performing HIDTA-related tasks and activities hereunder for which the Agency will receive reimbursement from a federal HIDTA grant, the Agency shall comply with all applicable Federal statutes, regulations and HIDTA award terms and conditions including, but not limited to,

- a. 28 CFR Part 69 (New Restrictions on Lobbying),
- b. 2 CFR Part 25 (Universal Identifier and System of Award Management (SAM)),
- c. CFR Part 180 (Suspension and Debarment),
- d. 28 CFR Part 23 (Criminal Intelligence Systems),
- e. Section 6 of the HIDTA Program Policy and Budget Guidance,

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. The DPS and the Agency 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.

The Agency warrants and represents that it is not listed as an excluded party under the federal System for Award Management (SAM) as a debarred or suspended or otherwise excluded from participation in a HIDTA grant funded program.

**12. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an amendment in writing executed by the Parties hereto.

**13. 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.

**14. 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.

**15. NOTICES**

Any notice required to be given to the Parties hereto shall be in writing and shall be delivered in person or by U.S. mail, either first class or certified, return receipt requested, postage prepaid to the following:

New Mexico Department of Public Safety  
Attn: Jason R. Bowie, Cabinet Secretary  
P. O. Box 1628  
Santa Fe, New Mexico 87504-1628

**16. FACSIMILE SIGNATURES**

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

**17. INSURANCE**

General Conditions: The Agency shall maintain sufficient personal and property insurance consistent with the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-29, as amended.

**18. NEW MEXICO TORT CLAIMS ACT; LIABILITY**

Each party to this Agreement shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this Agreement. Each party shall be liable for its own actions in accordance with this Agreement. Any liability incurred by the DPS or the Agency in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act NMSA 1978, Section 41-4-1, et seq., as amended.



The Parties and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity; do not waive any defense; and do not waive any limitation of liability pursuant to the Tort Claims Act. No provision in this Agreement shall be construed to modify or waive any provision of the New Mexico Tort Claims Act.

#### **19. LIABILITY**

By entering into this agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et seq.*, NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the Parties hereto and is not intended to modify, in any way, the Parties' liabilities as governed by the federal, state, local, or common law of the New Mexico Tort Claims Act.

#### **20. RECORDS AND AUDIT**

The Parties agree to maintain all books, documents, papers, accounting records and other evidence pursuant to this Agreement and to make such materials available at their respective offices at all reasonable times for six (6) years after completion of the Project.

#### **21. THIRD PARTY BENEFICIARY CLAUSE**

The Parties specifically agree that this Agreement is not intended to create in any way a third-party beneficiary in the public or any member thereof or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to a person, damage to property, and/or any other claim(s) whatsoever. This Agreement was not intended to and does not create any rights in any persons not a party hereto.

#### **22. ASSIGNMENT**

Neither party shall assign or transfer any interest in this Agreement without prior written approval of the other party.

#### **23. APPLICABLE LAW**

This Agreement and the rights and duties of the Parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of New Mexico without regard to principles of conflicts of laws.

#### **24. WAIVER OF JURY TRIAL**

To the extent permitted by law, the Parties hereby irrevocably knowingly and expressly waive any right to trial by jury in any action or proceeding.

- a. to enforce or defend any rights under or in connection with this agreement or any amendment, instrument, document, or agreement delivered in connection herewith, or
- b. arising from any dispute or controversy in connection with or related to this agreement and agree that any such action or proceeding shall be tried before a court and not before a jury.

#### **25. SCOPE OF THE AGREEMENT**

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 agreements or understandings, verbal or otherwise, of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.

**26. CONSTRUCTION**

In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if all Parties had prepared it.

**27. SURVIVAL**

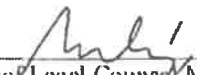
The provisions of following paragraphs shall survive termination of this Agreement: RELEASE, CONFIDENTIALITY, COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; TORT CLAIMS ACT; SURVIVAL.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement as of the date first written below:

**NEW MEXICO DEPARTMENT OF PUBLIC SAFETY**

By:  Date: 28 JUNE 24  
Jason R. Bowie, Cabinet Secretary or designee  
New Mexico Department of Public Safety

**Reviewed for legal form and sufficiency**

By:  Date: 6/28/24  
Chief Legal Counsel Mathew Chavez or designee  
New Mexico Department of Public Safety

**CITY OF SANTA FE**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Reviewed for legal form and sufficiency**

By: Christopher W. Ryan Date: Aug 7, 2024  
Christopher W. Ryan (Aug 7, 2024 11:00 MDT)  
Legal Counsel or designee

**SANTA FE POLICE DEPARTMENT**

By: \_\_\_\_\_ Date: \_\_\_\_\_

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:

*John Blair*

John Blair (Aug 14, 2024 12:12 MDT)

JOHN BLAIR, CITY MANAGER

ATTEST:

*xxxx*

GERALYN CARDENAS, INTERIM CITY CLERK

xiv

CITY ATTORNEY'S OFFICE:

SEE PREVIOUS PAGE

SENIOR ASSISTANT CITY ATTORNEY

FINANCE:

*Emily K. Oster*

EMILY OSTER, FINANCE DIRECTOR

**ATTACHMENT B  
HIDTA GRANT AWARD # 24SN0005A**

**Resource Recipient – SANTA FE POLICE DEPARTMENT**

**Overtime Hours Worked on Behalf of the Region III Task Force**

**Investigative - Law Enforcement Officer, in the amount of \$21,840.00 but not to exceed the 2024 federal general pay scale or the amount of \$20,707.00 per officer per year.**

**Budget Detail**

**2024 - New Mexico**

Initiative: Region III Multi-Jurisdictional Drug Task Force Investigation

Award Recipient: New Mexico Department of Public Safety (G245N0005A)

Resource Recipient: City of Santa Fe

*Indirect Cost: 0.0%*

**Awarded Budget (as approved by ONDCP) \$1,124,915.00**

Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	4	\$21,840.00
<b>Total Overtime</b>		<b>\$21,840.00</b>
<b>Total Budget</b>		<b>\$21,840.00</b>



# City of Santa Fe New Mexico

## Finance Department

### Project Ledger Request Form



Date of Request: 07/02/2024

Project Title: Region III Drug Task Force

Project Type:  CIP  Grant  Internal Tracking

Department: SFPD - 500 Project Manager: AnnaMarie Bowen Ext: 5122

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

Project ID: POL2522301

Grant ID: S2503

Approved By: MB 07/11/24

(Finance Use Only)

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

Funding Source: NMDPS DFA/FED-HIDTA PASS THRU GRANT % of Funding: 100

MUNIS ORG: 2230315 MUNIS OBJ: 490210 Awarded Amount: \$21,840.00

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: Police Overtime MUNIS ORG: 2230315 MUNIS OBJ: 501400

#### **Grants Only** (list all grants if applicable):

Grantor Name: NMDPS DFA/FED-HIDTA PASS THRU GRANT Awarded Amount: \$21,840.00

AR Charge Code: 2230315.490210  Grant funds multiple projects  
(Complete a form for each project)

Grantor Id: 25-79000-4000-IAGSA00002 Federal CFDA (if applicable): 95.001

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












# REGION III GRANT

Final Audit Report

2024-08-14

Created:	2024-08-12
By:	TARA RICO (trrico@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGN69kCWhtUrPg80DMMMAJseSxrqRXLAO

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2024-08-12 - 5:21:29 PM GMT
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Signature Date: 2024-08-12 - 11:18:52 PM GMT - Time Source: server- IP address: 63.232.20.2
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2024-08-14 - 5:12:18 PM GMT- IP address: 104.47.65.254
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Signature Date: 2024-08-14 - 5:15:06 PM GMT - Time Source: server- IP address: 63.232.20.2
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-  Email viewed by JOHN BLAIR (jwblair@santafenm.gov)  
2024-08-14 - 6:01:54 PM GMT- IP address: 104.47.64.254
-  Signer JOHN BLAIR (jwblair@santafenm.gov) entered name at signing as John Blair  
2024-08-14 - 6:11:58 PM GMT- IP address: 63.232.20.2
-  Document e-signed by John Blair (jwblair@santafenm.gov)  
Signature Date: 2024-08-14 - 6:12:00 PM GMT - Time Source: server- IP address: 63.232.20.2



✔ Agreement completed.

2024-08-14 - 6:12:00 PM GMT

**Signature:**   
XAVIER VIGIL (Aug 15, 2024 09:46 MDT)

**Email:** [xivigil@santafenm.gov](mailto:xivigil@santafenm.gov)



# 24-0503 New Mexico Department of Public Safety

Final Audit Report

2024-08-15

Created:	2024-08-15
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAj46E11R4ldpJH-slunE8wDnDxMqyv-cx

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