

STATE OF NEW MEXICO
SAN MIGUEL COUNTY
IN THE DISTRICT COURT

FILED IN MY OFFICE

STATE OF NEW MEXICO

-VS-

Tonita Gurule-Giron

2019 JUN 27 AM 11:16

jh

D-412-SW-2019-1

SEARCH WARRANT

THE STATE OF NEW MEXICO, TO ANY OFFICER AUTHORIZED TO EXECUTE THIS WARRANT: Proof by Affidavit for Search Warrant having been submitted to me by Special Agent L. McIntosh, Attorney General's Office, I am satisfied that the person named/described and/or property described in the Affidavit are located where alleged in the Affidavit, and I find that grounds exist for the issuance of the Search Warrant. A copy of the Affidavit is attached and made a part of this Search Warrant.

YOU ARE HEREBY COMMANDED to search forthwith the person and/or place described in the Affidavit, commencing between the hours of 6:00 a.m. and 10:00 p.m. [unless I have specifically authorized a nighttime search as stated below], and continuing thereafter until completed, for the person and/or property described in the Affidavit, serving this Warrant together with a copy of the Affidavit, and making the search and if the person and/or property be found here, to seize the person and/or property and hold for safekeeping until further Order of the Court.

EXECUTING OFFICER (S) are directed to prepare a written inventory of any person or property seized. You are further directed to file the return and written inventory with the Court promptly after execution of this Search Warrant.

DATED THIS 26th DAY OF JUNE, 2019 AT 5:04^{pm} HOURS.

Emilio Chavez
JUDGE

AUTHORIZATION FOR NIGHTTIME SEARCH

I further find that reasonable cause has been shown for nighttime execution of this Warrant. I authorize execution of this Search Warrant at any time of the day or night for the following reasons:

Judge

Date

**STATE OF NEW MEXICO
IN THE FOURTH JUDICIAL DISTRICT
COUNTY OF SAN MIGUEL**

SWORN AND SUBSCRIBED
SAN MIGUEL COUNTY, NEW MEXICO
FILED IN MY OFFICE

2019 JUN 27 AM 11:16

No. D. 412.S.W. 2019.1

State of New Mexico

vs.

Tonita Gurule-Giron

AFFIDAVIT FOR SEARCH WARRANT

Affiant, being duly sworn, upon her oath, states that I have probable cause to believe that on the following described premises or person:

2305 Anderson Drive, Las Vegas, San Miguel County, NM. The residence is a single story family dwelling that faces east, located on the west side of Anderson Drive. The road intersects with Legion Drive on the north side and Erb Drive on the south side. The residence is cream in color with a distinguishable red roof. There is a black wrought iron fence surrounding the front of the property. The number 2305 is displayed on the front of the residence. On the west side of the residence is a black iron gate surrounded by a wooden fence that leads to the rear side of the residence off of Thrupps Lane.

IN THE STATE OF NEW MEXICO, COUNTY OF SAN MIGUEL, THERE IS NOW BEING CONCEALED CERTAIN PROPERTY, NAMELY:

Items to Be Searched For and Seized

(All items, files, and documents sought for the period between 5/04/16 to present.)

1. All documents which indicate proof of residence at 2305 Anderson Drive, Las Vegas, San Miguel County, NM.
2. Lists, writings, ledgers, or documentation of any kind that contain any combination of numbers to include routing and account numbers, dates of birth, social security numbers, driver's license numbers or any other series of numbers that can be used to identify a specific person or account of any kind.
3. Financial records (from or related to any institution or entity, in any form) regarding or otherwise associated with any and all individuals who own or regularly occupy the residence, including monthly statements, transaction records or reports, correspondence, receipts, checks or checkbooks, any paper or other documents that contain completed or partially completed images of checks, (personal, business or otherwise), payroll (checks, deposits, transfers, etc.), cashier's checks, money orders, credit cards, negotiable instruments including but not exclusive to electronic currency, etc.
4. Records (in any form), relating to the ownership of, and business conducted by, any business (or enterprises purporting themselves or otherwise giving the appearance of being or conducting activities as a business) including but not exclusive to income and

expenses, files or portfolios regarding services rendered, payroll records, spreadsheets, business licenses, certifications, customer lists, orders, purchases, distribution, invoices, inventories, ledgers, receipts, requests for proposals (RFPs), quotes, competitive bids or proposals (belonging to or coming from any entity), and tax records.

5. Financial records (from any institution), (in any form) for any businesses (or enterprises purporting themselves or otherwise giving the appearance of being or conducting activities as a business) including monthly statements, transaction records or reports, correspondence, receipts, checks or checkbooks, any paper or other documents that contain completed or partially completed images of checks, (personal, business or otherwise), payroll (checks, deposits, transfers, etc.), cashier's checks, money orders, negotiable instruments including but not exclusive to electronic currency, etc.
6. Any stored value card (i.e. gift cards, Visa/MasterCard/American Express pre-loaded debit cards, etc) or other negotiable instrument on which any proceeds derived under fraudulent pretenses could be stored/hidden.
7. Any U.S. Currency that is reasonably likely to have been derived under fraudulent pretenses or through the passing of fraudulent personal or corporate check, or any other method that is or appears to be part of a scheme or artifice to defraud.
8. Articles of personal property tending to establish the identity of the person or persons having the dominion and control over the computer equipment.
9. All safes or lock boxes, where diaries, notes, ledgers, pictures or other evidence of fraud may be concealed.
10. Any and all files, documents, items, or correspondence in any form (electronic or otherwise) regarding or relating to any transactions, directly or indirectly, in whole or in part, with Gemini Construction, LLC.
11. Any and all files, documents, items, or correspondence, in any form (electronic or otherwise) that demonstrate (or tend to demonstrate) a relationship (to any degree) between Marvin Salazar, and Tonita Gurule-Giron, affecting (or potentially affecting) any transactions, (directly or indirectly, in whole or in part), between Gemini Construction, LLC (or any other business, enterprise, venture, or any other means by which to make or turn a profit owned, run, or otherwise associated with Marvin Salazar), and the City of Las Vegas, NM.
12. Any and all files, documents, items, or correspondence, in any form (electronic or otherwise) that demonstrate (or tend to demonstrate) any real or potential conflict of interest between Tonita Gurule-Giron, the City of Las Vegas, NM, and Marvin Salazar (including his associated business enterprises).
13. Any and all files, documents, items, or correspondence in any form (electronic or otherwise) that demonstrate (or tend to demonstrate) any collusion or conspiracy (to any degree) between Marvin Salazar, and Tonita Gurule-Giron, affecting (or potentially affecting) any transactions, (directly or indirectly, in whole or in part), between Gemini Construction, LLC (or any other business, enterprise, venture, or any other means by which to make or turn a profit owned, run, or otherwise associated with Marvin Salazar), and the City of Las Vegas, NM.
14. Any and all files, documents, items, or correspondence in any form (electronic or otherwise) demonstrating any attempt to conceal any crime, obstruct or obfuscate any investigation, or coerce or compel any potential witnesses to provide any false or

misleading statements, refuse to make any statements, or otherwise influence or corrupt the statements of any potential witness in any way.

15. All onsite outbuildings, sheds, storage facilities, and vehicles.

16. All persons and their clothing within the aforementioned property and premises described above for the items listed above.

17. Computer related items sought to be searched for and seized include any and all computer hardware, software, documentation, passwords and data security; and subsequent on site as well as offsite forensic analysis of these items, as described below:

a. Hardware:

Computer hardware consists of any and all computer equipment capable of being linked together in a local area Network (LAN) (to include any equipment which has remote access capabilities) including all equipment which can collect, analyze, create, display, convert, store, conceal, or transmit electronic, magnetic, optical, or similar computer impulses or data. Hardware includes (but is not limited to) any data-processing devices (such as central processing units, and self-contained "laptop" or "notebook" computers); tablets (such as an "IPad" internal and peripheral storage devices (such as fixed disks, external hard disks, floppy disk drives and diskettes, tape drives and tapes, optical storage devices, and other memory storage devices); peripheral input/output devices (such as keyboards, printers, scanners, plotters, video display monitors, and optical readers); and related communication devices (such as modems, cables and connections); as well as any devices, mechanisms, or part that can be used to restrict access to computer hardware (such as physical keys and locks), cell phones and PDA's capable of sending and receiving digital data and/or text messages, thumb drives, magnetic tapes, optical and digital storage devices, digital cameras, CD's, DVD's, memory cards, Micro SD Cards, iPods, X-Box, PSP players, floppy disks or other media capable of storing data.

b. Software:

Digital information which can be interpreted by computer and any of their related components to direct the way they work. Software, which is stored electronically, magnetically, optically, or digitally, commonly includes programs to run operating systems, applications, utilities, compilers, interpreters, and communication programs.

c. Documentation:

Computer related documentation consisting of written, recorded, printed or electronically stored material, which explains or illustrates how to configure or use computer hardware, software, or other related items.

d. Password and Data Security:

Computer passwords and data security devices designated to restrict access or hide computer software, documentation, or data. Data security devices may consist of hardware, software, or other programming codes. A password usually operates as a sort of digital key to unlock particular data security devices. Data security hardware may include encryption devices, chips, and circuit boards. Data security software or digital code may include programming codes that create "test" or "hot keys", which perform pre-set security functions when touched. Data security software codes may also encrypt, compress, hide or "booby trap" protected data to make it inaccessible or unusable, as well as, reverse the process to restore it.

e. Electronically Stored Data:

Any and all such data including, but not limited to emails, documents, spreadsheets, PDF documents, digital photographs, digital videos, stored on back-up tapes, on computer hard drives, and/or in any other form or manner to include, but not limited to, electronic correspondence, i.e. instant messages, text messages, MMS messages, etc. Electronic data processing and storage devices, computers and computer systems including central processing units; internal and peripheral storage devices such as fixed external hard disks, floppy disk drives and diskettes, tape drives and tapes, optical storage devices or other memory storage devices; peripheral input/output devices such as keyboards, printers, video display monitors, optical readers, and related communications devices such as modems; and any off site electronic storage including, but not exclusive to cloud storage; together with system documentation, operating logs and documentation, software and instruction manuals.

The facts tending to establish the foregoing grounds for issuance of a Search Warrant are as follows:

INVESTIGATOR BACKGROUND

Affiant, Special Agent Lindsay McIntosh, is a full time, sworn law enforcement officer employed with the New Mexico Attorney General's Office, Special Investigations Unit. Affiant has been employed with the NMAG for approximately one year. Affiant has been a certified law enforcement officer in New Mexico since 2015. During Affiant's time as a law enforcement officer, Affiant has been assigned to investigate various crimes, including but not exclusive to traffic crimes, property crimes, financial crimes, child abuse, sexual abuse, domestic violence, and violent crimes. Affiant has obtained specialized training in interview and interrogation techniques. Affiant graduated with a Bachelor's Degree from the University of New Mexico in 2015 with a double major in Criminology and Psychology.

EVIDENCE AND DEFINITIONS

The Affiant knows from training and experience that financial documents, to include spreadsheets, payroll documentation, invoices, quotes, proposals, receipts, bank statements, and bank transactions are or can be typically stored, sent, received, created, deleted, transacted or manipulated via electronic means.

The Affiant knows from training and experience that one of the primary means of modern communication is communication through electronic means, such as text messages (SMS, instant messaging, email, etc...) and that it is typical and commonplace to conduct regular, as well as clandestine conversations via these means.

The Affiant knows from training and experience that one of the primary means of modern communication is communication through electronic means, such as text messages (SMS, instant messaging, email, etc...) and that it is typical and often acceptable to perform business functions via these means.

The Affiant knows from training and experience that searches and seizures of evidence from computers and other Internet access devices require agents to seize all electronic items (hardware, software, passwords and instructions) to be processed later by a qualified digital evidence expert in a controlled environment. Digital storage media includes cell phones, PDA's, digital cameras, floppy disks, hard drives, tapes, DVD disks, CD-ROM disks or other magnetic, optical, digital or mechanical storage which can be accessed by computers or other electronic devices to store or retrieve data or images of documents, e-mails, and other electronic files. These storage devices can store the equivalent of thousands of pages of information. Users may store information or images in random order with deceptive file names, which requires searching authorities to examine all the stored data to determine whether it is included in the warrant. This sorting process renders it impractical to attempt this kind of data search on site.

The Affiant knows from training and experience that searching digital evidence systems for criminal evidence requires experience in the computer and cellular telephone field and a properly controlled environment in order to protect the integrity of the evidence and recover even "hidden", erased, compressed, password-protected, or encrypted files. Since digital evidence is extremely vulnerable to tampering or destruction (both from external sources and/or from destructive code imbedded in the system as a "booby trap"), a controlled environment is essential to its complete and accurate analysis.

The Affiant knows from training and experience that in order to fully retrieve data from computer or other digital communications systems, the analyst needs all magnetic storage media as well as the storage devices. In addition, the analyst needs all the system software (operating systems or interfaces, and hardware access software or drivers) and any applications software which may have been used to create the data (whether stored on hard drives or on external media) as well as documentation, items containing or displaying passwords, access codes, usernames or other identifiers necessary to examine or operate items, software or information seized or to activate specific equipment or software.

The Affiant knows from training and experience that when a computer file (consisting of a digital image document, or text) is stored on a hard drive of a computer or other external digital media is deleted by the user of the computer, the actual file is not initially erased or removed from the hard drive or media. Rather, it remains unavailable in free space on the hard drive or external media until it is overwritten by other information. Deleted files which have not yet been overwritten can often successfully be recovered during a search of a computer system or external computer media. These deleted files can often be recovered long after the date of criminal activity has occurred.

The Affiant knows based on training and experience that computers are considered by their owners to be long term investments that are not often replaced. It can be difficult to transfer the entire contents from one computer to another. Typically, computer owners possess the computer system for an extended period of time and the contents on a computer usually remain for an extended period of time. Even if/when the user purchases another computer, users most likely keep the original computer(s). This extended ownership means that criminal evidence stored on a computer(s) hard drive also exists for an extended period of time, often beyond the actual dates of the criminal act.

The Affiant knows from training and experience that many models of cellular telephones and PDAs have two data storage capabilities. The device may have built-in memory capable of holding financial information and other documents/files and also utilize one or more removable storage options capable of holding financial information and other documents/files (such as Compact Flash Cards, Secure Digital Cards, and Memory Sticks). Many of these storage cards are capable of being read by computers, other cellular telephones, PDAs, other digital cameras, and can be loaded directly into printers.

The Affiant knows from training and experience that computers or other digital devices used to access the Internet usually contain files, logs or file remnants which would tend to show ownership and use of the device as well as ownership and use of Internet service accounts used for the Internet or cellular data network access.

The Affiant knows from training and experience that evidence of distribution, receipt and possession of electronic data, e-mails, digital files, and other electronic data is often found on the user's computer(s) and computer related media. As is the case with most digital technology, communications by way of computer can be saved or stored on the computer and other computer related media. Storing this information can be intentional (i.e. by saving an email as a file or by saving the location of one's favorite websites in a "bookmarked" file). Digital information can also be retained unintentionally (i.e. by traces of the path of an electronic communication automatically stored in temporary files or Internet cache files). Additionally, computer user's Internet activities often leave traces in the "footprints" in the web cache and history of the files of the browser used. A forensic examiner can often recover evidence of child pornography in this intentionally and unintentionally retained information.

The Affiant knows from training and experience that cellular telephones frequently contain storage devices that can be removed and connected to computers and its contents saved to the computer or files from the computer can be saved to the storage device, to be accessed by the user of the cellular phone to distribute those files to another user. The majority of cellular telephones produced today have the ability to communicate over the Internet, take pictures, text message, and store data. Printed cellular telephone records frequently documents the cellular data network access and ownership of the account.

The Affiant knows from training and experience that digital storage media can be as small as a human thumbnail and this media could store Gigabytes (large quantities) of information. These devices are designed to be small enough to carry in one's pocket or affixed to a keychain. Digital cameras and cell phones contain storage disks that are like "thumb drives", in that they can hold large quantities of data, and come in very small sizes. The Affiant knows that such storage devices are able to store digital images, and by their nature are extremely portable and can be easily concealed on one's person or in one's clothing.

The Affiant knows from training and experience that search warrants of residential properties frequently reveal items that tend to show dominion and control of the property searched, to include utility bills, telephone bills, correspondence, rental agreements and other identification documents.

DEFINITIONS

Electronic mail, also known as email or e-mail, is a method of exchanging digital messages from an author to one or more recipients.

Text messaging, or texting, is the exchange of brief written text messages between two or more mobile phones or fixed or portable devices over a phone network. While the original term Short Message Service (SMS) originated from Radio Telegraphy, it has since been extended to include messages containing image, video, and sound content (known as MMS messages).

A smartphone is like a miniature computer that can also place and receive calls. Though there lacks an industry-standard definition of a smartphone, the simplest way to tell a cell phone apart from a smartphone is to determine whether or not the device has a mobile *operating system*.

A mobile operating system is much like what's powering a personal computer at home or at work. In the mobile world, though, the software goes by different names. While cell phones don't have operating systems at all, smartphones can be powered by: Windows Mobile, iPhone OS, Google's Android, and others.

Current Investigation

On May 4, 2018, the New Mexico Office of the Attorney General received multiple referrals against the current Mayor of the City of Las Vegas, Tonita Gurule-Giron, in reference to allegations of potential Governmental Conduct Act (GCA) violations.

Investigators subsequently conducted interviews and reviewed statements made by current and former City of Las Vegas staff members including Casandra Fresquez (City Clerk/HR Director), Corinna Lazlo-Henry (former City Attorney), Darlene Arguello (former Risk Manager), Lee Einer (former Public Information Officer, Martin Gonzales (former Public Works Director), Lucas Marquez (Solid Waste Manager), Jolene Money (former Administrative Assistant), as well as Roberta Romero (former close friend of the Mayor), and others.

Through these interviews, Investigators found potential collusion between the Mayor and Marvin Salazar, owner of Gemini Construction, LLC, for the purpose of their mutual financial benefit. Marvin is Mayor Gurule-Giron's former campaign manager and has been described to Investigators as her boyfriend.

A special audit was completed by Porch & Associates, LLC for the City of Las Vegas with a date range from January 1, 2016 to November 17, 2017. This audit was conducted with a particular focus on procurement practices, budget compliance, and personnel issues. The purpose of this audit was to determine whether or not the City of Las Vegas was following the relevant laws, regulations, policies, and procedures pertaining to the above-mentioned areas of focus. Investigators reviewed this audit and found multiple contracts awarded to Gemini Construction, LLC. Below is a listing and analysis of some of those contracts.

Gemini Construction, LLC Contracts

1. Installation of Hardwood Flooring

On April 5, 2016, the City began obtaining bids for the installation of hardwood flooring in City Hall. The city received three bids. Listed below are the dates, amounts, and entities the bids were received from:

- April 5, 2016 - Price's Furnishing - \$6,529.19
- April 6, 2016 - Ron's Flooring - \$9,052.00
- May 4, 2016 - Gemini Construction, LLC - \$8,998.00

Written on the bottom of the earliest received bid (Price's Furnishing) was a note stating "does not provide wood flooring-only laminate flooring." This information was received from Barbara Casey a City Councilor for the City of Las Vegas.

Investigators interviewed Don Price, the owner of Price's Furnishing, and found that his business does in fact provide and install hardwood flooring. Investigators reviewed the bid submitted by Price's Furnishing and listed on the invoice is "H Wood Flooring," which one can reasonably deduce means hardwood flooring. Price confirmed during his interview that he intended for his bid to be for the installation of hardwood flooring in City Hall.

The second bid was received on April 6, 2016 from Ron's Flooring and the third and last bid was received on May 4, 2016 from Gemini Construction, LLC. The lowest of the three bids was Price's Furnishing, meaning Price's would have been awarded the contract. Price's bid was rejected, however, apparently based on the incorrect information written at the bottom of Price's bid. The bid was instead awarded to Gemini Construction, LLC, the next lowest bidder. It is unknown who added the disqualifying note to the Price's bid.

Martin Gonzales, the former public works manager for the City, informed Investigators that he had been planning to have hardwood floors professionally installed at City Hall since before Gurule-Giron took office. The plan, according to Gonzales, was to remove the tile in the hallway of City Hall and replace it with hardwood flooring. Part of the reason for this was because the tile was creating a tripping hazard.

According to Gonzales, when Gurule-Giron became Mayor she asked him about the flooring project. Gonzales said the Mayor originally requested that he give the contract to Manuel Benavidez, the owner of Benavidez Construction. Gonzales told the Mayor that this would be a violation of the procurement code, therefore he would not just give the contract over to an individual or a business but instead would go through the standard competitive-bidding process.

Gonzales requested a bid from Benavidez and followed up with the Mayor, advising her of his progress. The Mayor, according to Gonzales, then called him and requested he report to her office.

Upon his arrival, the Mayor asked Gonzales the cost of the project. Gonzales said he told the Mayor that he was unable to provide her with this information since it was once again a violation of the procurement code. According to Gonzales, the Mayor then stated:

"I am the chief operating executive officer of the city and I was elected to know everything and I will know everything."

Feeling pressured, Gonzales told the Mayor the project would cost approximately \$9,000. Gonzales said he based this estimate off of the Ron's Flooring's bid. The Mayor responded by thanking him, and told him not to give the contract to Benavidez. Instead, she told him to give the contract to Marvin Salazar with Gemini Construction, LLC.

Gonzales said he again told the Mayor that he does not give contracts to anyone, and added that he had never heard of Gemini Construction, LLC. Additionally, Gonzales already had Benavidez, her previously preferred contractor, coming in to submit a bid on the project.

In response, the Mayor told him that she would "take care" of Benavidez and to call Salazar with Gemini Construction. Gonzales said his administrative aide later received a bid from Salazar for \$8,998 -- \$54.00 less than Ron's Flooring's bid. Since Price's bid was disqualified, the contract was awarded to Marvin. A requisition order was created on May 4, 2016 -- the same day the bid was received from Gemini Construction, LLC.

Investigators reviewed the special audit completed by Porch & Associates, LLC, regarding the above-referenced contract and found that the purchase order was issued on May 6, 2016, only two days after the bid from Salazar was received. The purchase order was revised and reissued on September 21, 2016 for \$19,123.35. The new purchase order included hardwood flooring for the executive offices. This revision more than doubled the value of the contract. The addition of the executive offices was not included in the original project, nor was it ever subjected to a competitive-bidding process.

2. Emergency Purchase Order (Water Damage)

An agency or entity may bypass normal procurement processes and conduct an emergency procurement when there exists a threat to public health, welfare, safety or property; provided that emergency procurements shall be made with competition as is practicable under the circumstances. Emergency procurements must be limited to those services, construction, or items of tangible personal property necessary to meet the emergency.

On March 31, 2017, an emergency purchase order for a water leak that occurred in City Hall was issued to Gemini Construction, LLC in the amount of \$10,000 to begin the remediation process. According to the former Risk Manager Darlene Arguello "this was not an emergency, it absolutely wasn't."

Arguello said when she arrived at City Hall that day the only visible damage she could see was to the carpet in the three finance offices. However, she had been told the executive offices, including the hallway, were damaged. It is important to note wood flooring had very recently been installed in these areas by Gemini Construction.

Marvin Salazar submitted three separate invoices to the City of Las Vegas for this project. All three invoices and project descriptions were titled "City of Las Vegas Water Damage." Included on the various invoices are multiple rooms that were not damaged by the water leak. Under the descriptions for each office is "replace wood flooring." Affiant believes this to be a misrepresentation of the work completed. After speaking to multiple employees who worked in City Hall and reviewing pictures of the damaged flooring, most of the offices were actually carpeted.

The Mayor's office is listed on one of the invoices and states "replace wood flooring" under the description, for a total cost of \$2,743.10. It is important to note that according to Arguello, the wood flooring in the Mayor's office had been very recently installed during the expansion of the initial hardwood flooring contract only months' prior (described in the previous section of this affidavit). Arguello told Investigators that while she did not know a lot about wood flooring, the old flooring did not appear to be damaged from the water leak. Therefore, it should not have been included on the invoices. This invoice, therefore, appears to be unlawful.

The total cost of this project progressively increased from the original \$10,000 emergency purchase order issued on March 31, 2017 to an updated purchase order issued on April 17, 2017 for a total cost of \$94,204. This \$84,204 expansion was given solely to Gemini Construction without being subjected to any procurement process beyond the original alleged emergency.

During an interview, former City Attorney Corinna Lazlo-Henry said that the water leak project appeared to be a remodel of City Hall. According to Corinna, Ann Marie Gallegos, the former Finance Director, now Interim City Manager, did not want the flooring to be mismatched. Ann Marie was the individual whose signature is on the purchase orders, and invoices from Gemini Construction approving payment. Lazlo-Henry said her office had been redone and did not need to be.

According to Gonzales, in his professional opinion, the source of the leak (the water fountain) would not have caused the amount of damage it was said to have caused. Gonzales described the water line from the water fountain as being around the diameter of a pen if not thinner. He said in order for it to flood City Hall it would have taken weeks.

Arguello informed Investigators that she submitted the information regarding the damage at City Hall to the City's insurance company, but also said she found the cost of this project to be suspiciously high. Upon reviewing the receipts from Gemini Construction, LLC, she found that the work included rooms that had not been damaged by the leak. Arguello said she then contacted the insurance adjuster assigned to this matter and told him that the invoice was incorrect, and asked him to refrain from paying out the \$94,204. The insurance adjuster, according to Arguello, never came to City Hall to see the damage, but did believe her estimation of the damage. The total amount received by the City from the insurance company was \$42,069.50.

3. Scoreboard Replacement

Gonzales described an additional instance when Salazar was awarded a contract. Gonzales said a scoreboard had been donated to La Plaza Little League and that its installation required the use of a boom truck. A boom truck is a piece of equipment commonly used for working on things like power lines, or jobs that require the work be done from an elevated position. Typically, it is a heavy duty pickup truck equipped with a boom, or lever arm, with a bucket attached to the end where a person can stand and work from a position of safety.

Since there was only one person in the City who owned a boom truck, the City was planning to use this sole source entity to complete the project. The Mayor, however, asked Gonzales to obtain a bid from Salazar (Gemini Construction) for the contract. Gonzales told Investigators it seemed suspicious to him that Salazar had suddenly acquired a boom truck, and that this acquisition happened to coincide with this contract.

Gonzales said Gemini was awarded the contract. He added that while Salazar did appear at the job site with a boom truck, all Salazar did was pick up the scoreboard with the truck while City workers completed all of the installation work. Gonzales said he later learned that, as had happened in the past, the original purchase order was revised and additional work was added to the project at an elevated cost. The initial cost of the project according to Gonzales was approximately \$700-\$800; however, the invoice reviewed in the special audit showed a total cost of \$3,013. This was significantly higher than the original cost of the project.

Gonzales also said that while the scoreboard was being installed, the Mayor showed up with lunch for herself and Salazar. Gonzales said they sat by themselves in a corner to eat together. Gonzales is aware of rumors that Gurule-Giron and Salazar are romantically linked, and Gonzales believes those rumors.

Favorable Treatment

Gurule-Giron also appears to have interjected herself at times in order to provide or attempt to provide for Salazar and/or Gemini Construction to receive favorable treatment otherwise not afforded to others by the City of Las Vegas or its component agencies. _

1. Letter Regarding Free Services

On Wednesday, March 22, 2017 at approximately 7:00 pm, the Mayor contacted Solid Waste Manager Lucas Marquez. Marquez wrote a statement concerning the conversation he had over the phone with the Mayor. Marquez said that the Mayor questioned him about charging Salazar for bringing in a load of yard waste. In this statement Marquez said the Mayor told him:

“...these things cannot be happening Marvin is doing a good deed by cleaning his apartments and some of his other buildings he should not be charged for this I want you to look into fixing the charges to his account and allow him to dump for free, you need to start being a team player and get these things done...don't worry about who gets upset the only toes you need to worry about stepping on are mine I'm the biggest executive there is and if you need money then I can take from other areas because those enterprise funds are huge and can be used.”

Marquez informed investigators that he had never before been asked by any mayor to provide free services to anyone. Marquez said he submitted to her demands as Mayor. He said for the instances where he waived fees for Salazar he wrote “APM” on the receipts, which he explained meant “As Per Mayor” since he knew that what the Mayor was asking him to do was unlawful.

2. Flagstone

When interviewed by Investigators, Lazlo-Henry and the former Public Information Officer Lee Einer spoke of an incident involving flagstone. Lazlo-Henry said Parks Manager Consuelo Gallegos had found someone who was willing to donate flagstone to one of the City of Las Vegas' parks.

Einer said he later learned that the Mayor was displeased because she wanted the flagstone purchased from Marvin. Lazlo-Henry said the donation was later vetoed by the Mayor and the City had to purchase the flagstone from Salazar. Einer said that shortly after this incident Consuelo was transferred to Animal Control.

Collusion: Mayor Tonita Gurule-Giron & Marvin Salazar

1. Relationship

Investigators conducted an interview with a former close friend to Gurule-Giron identified as Roberta Romero. During this interview, Romero described the relationship between the Mayor and Marvin Salazar as one of boyfriend and girlfriend.

Romero produced photographic evidence depicting Gurule-Giron and Salazar together dating back to at least September of 2014. She also described her personal knowledge of Gurule-Giron and Salazar spending nights together and going on overnight trips together. She further described her personal knowledge of Gurule-Giron and Salazar having an intimate relationship with each other.

2. Kickbacks and Personal Financial Interest

In May of 2016, Romero said she was contacted by Gurule-Giron, who asked her to come to El Rialto, a restaurant located at 141 Bridge Street, Las Vegas, NM 87701. She and her husband went to the restaurant where they met with the Mayor.

Romero said the Mayor began talking about a former purchasing agent for the City of Las Vegas identified as June Tafoya who (according to the Mayor) had been telling people that the Mayor's boyfriend, Marvin Salazar had received a contract for a flooring job.

Romero explained that she had already had a previous conversation with the Mayor, where she warned the Mayor against giving contracts to Salazar because of her personal relationship with him. Romero said she re-addressed that issue during their conversation at the restaurant. Romero said the Mayor's response to this was to say that Salazar had been unfairly denied city contracts in the past because the former Mayor personally disliked him.

Romero said she became upset, and told the Mayor that Salazar should have never been awarded the job because he was her boyfriend. She said the Mayor responded "well nobody really knows." Romero said she replied "well I know" and that the Mayor responded "well yeah, but that doesn't make a difference. You're the only one."

Romero said on a different occasion while having a conversation with the Mayor, she told Romero that she (the Mayor) would receive payments from Salazar in the form of money for assisting Salazar with receiving City contracts. Romero said the Mayor never specified how much compensation she would receive for assisting Salazar. The Mayor, according to Romero, told her that she would also assist Salazar in filling out his paperwork to receive those contracts.

Romero said at one point the Mayor had hardwood flooring installed in her residence. Romero said the Mayor told her that Salazar offered to install the flooring but the Mayor instead had someone else do the installation because Salazar did not really know how to do it.

Romero said she asked the Mayor why she would allow Salazar to be contracted to install wood flooring for the City when she did not trust him to do it in her own residence. She said the Mayor did not respond.

Romero told Investigators that on multiple occasions the Mayor would go to the Lowe's home improvement store in Santa Fe, NM with Salazar. Romero said they would purchase lumber and tools for the contracts he would be awarded with the City.

Romero said the Mayor told her that she would often have to pay for Salazar's merchandise using her personal credit card. Romero said Salazar would tell the Mayor that he had forgotten his money or credit card and that he would pay her back later. Romero said this happened both while Gurule-Giron was on the City Council and while serving her term as Mayor.

Use of Personal Cell Phone, Email & Personal Residence

Over the course of a yearlong investigation, Investigators learned from multiple interviews with former employees that the Mayor would use her personal cell phone and personal Yahoo! email address extensively for work purposes. For example, during an interview with Corinna, she informed Investigators that the Mayor had asked her to send her resume to the Mayor's personal email address.

Jolene Money, a former Administrative Assistant for the executive office, said during an interview that the Mayor would use her personal cell phone for everything. According to Money, the Mayor would use her cell phone to call the office, her directors, and people she was attempting to make arrangements with, since she believed it was fully protected. Money said the Mayor did not have a stipend for her cell phone because she believed the government could not gain access to her cell phone records since it was not paid for by the City.

Money described Gurule-Giron as an absentee Mayor, and further said her behavior was erratic. The Mayor did not hold regular hours according to Money, therefore during the day when they would hold important meetings or have personnel coming in, the Mayor was never there.

Money described the Mayor often working from home. Since the Mayor rarely came to the office, Money said she would have to go to the Mayor's personal residence to provide her with documents from the City Manager's Office in manila envelopes that required her signature. Money said she would have to bring the Mayor's favorite pen and would be asked by the Mayor if she was followed.

Investigators asked Money if the Mayor kept documents and files at her home, and Money stated that the Mayor did. Investigators asked Money if the Mayor had her own "Mayor's office" within her home and she replied "Yes! Yes!" Money described the Mayor's "home office" as being organized in a manner similar to that of a hoarder.

Like Money, Lee Einer also informed Investigators that the Mayor would take documents from her office to her personal residence. Einer said he was unaware whether or not the Mayor would ever return the documents.

During an interview with Corinna Lazlo-Henry, she said that at one point she temporarily set up a workstation in the Mayor's office. She said she was able to do this and work out of that office because the Mayor was never there.

It appears from multiple interviews conducted in part by Affiant that Gurule-Giron conducts her day to day business primarily, if not exclusively, from her residence. I thus expect to locate evidence, documentary and otherwise, reflecting the criminality detailed above at her home.

Conclusion

This collective set of circumstances is indicative of a pattern of conduct whereby the City of Las Vegas Mayor, Tonita Gurule-Giron, interjected herself or committed official acts on multiple

occasions, using her position of power and authority, in order to manipulate (or bypass) the procurement process in order for Marvin Salazar, her paramour, to profit, or to save Salazar from having to pay fees that would otherwise be due of any other citizen. Given her interjections in this process, the outcome, and her relationship to Marvin Salazar it is both reasonable and probable that she colluded with Salazar, and that there was some incentive for Gurule-Giron to engineer these circumstances in Salazar's favor.

The Mayor was interviewed for the Special Audit. The following is an excerpt from that interview:

"she said the Contractor had been her campaign manager. She stated that they have personal relationship meaning they go to movies and dinner, but that they do not have a romantic relationship. She denied that the Contractor is, or was, her boyfriend. The Mayor stated that this relationship ended years before she became Mayor. In addition, the Mayor has stated that she did not have any part in the procurement of services by the Contractor."

Gurule-Giron demanded that the Public Works Manager award a contract to Salazar's company, Gemini Construction. She solicited insider information regarding the competitive prices for the work to be done. Price's Furnishings (by far the most cost effective competitor) was somehow erroneously disqualified from the project based on a handwritten note of unknown origin containing false information. Benavidez Construction never submitted a competitive bid after Giron said she would "take care" of them. And Gemini, Gurule-Giron's choice of contractors, submitted the last bid, only dollars under the only other "qualified" competitor. That contract, (once awarded) was subsequently doubled in size, but was never subjected to any further bidding or competitive processes.

Salazar was then hired again for similar work under an "emergency" provision, the exigency and extent of which has been called into question. That contract as well spiraled in scope and cost nearly \$100,000, during which work that had only recently been done by Salazar was allegedly redone, and a potentially fraudulent claim was submitted to the City's insurance carrier. The former City Attorney alluded to this potentially being a scheme to remodel City Hall.

Salazar received a contract to install a scoreboard, but City of Las Vegas employees actually completed the installation, while Gurule-Giron was present for at least part of the installation. The cost of this project significantly increased.

Giron contacted Lucas Marquez, the Solid Waste Manager, directly and in a threatening manner demanded he give free services to Salazar.

A donation of flagstone was offered to the City's Parks and Recreation Division, but this donation was later vetoed by the Mayor, who deferred to her preference for purchasing the same stone from Salazar.

Investigators learned through the course of their investigation from multiple sources that the Mayor would use her personal cell phone and personal email address extensively if not exclusively for work purposes. This phone number was identified as (505) 426-****, and the email address was tonita****@yahoo.com. This information is pertinent to this investigation, since all

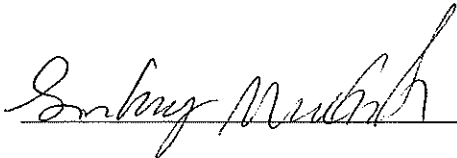
work related communication Mayor Tonita Gurule-Giron shared was through these personal devices.

Business and financial records from Gemini Construction, LLC, and any other businesses associated with Marvin Salazar as well as the personal financial records of Marvin Salazar and personal financial records of Tonita Gurule-Giron are necessary to the investigation of these alleged crimes.

The above information has led The Affiant to believe that probable cause exists that there are items and evidence of violations of: The New Mexico Governmental Conduct Act [10-16-1 NMSA 1978]; Ethical principles of service; Certain official acts prohibited [10-16-3 NMSA 1978]; Official acts for personal financial interest prohibited [10-16-4 NMSA 1978]; Bribery of a public officer [30-24-1, NMSA 1978]; Fraud [30-16-6, NMSA 1978]; Making or permitting false public voucher [30-23-3, NMSA 1978]; Conspiracy [30-28-2, NMSA 1978]; Soliciting or receiving illegal kickback [30-41-1, NMSA 1978]; and Offering or paying illegal kickback [30-41-2, NMSA 1978].

The Affiant has not included every fact related to this investigation, but included only those facts The Affiant believes is necessary to establish probable cause for issuance of this search warrant.

Based on the aforementioned facts, The Affiant respectfully requests a search warrant be issued authorizing the search of the residential property and premises located at 2305 Anderson Drive, Las Vegas, San Miguel County, NM.



Signature of Affiant

COLIN BRANNAN AAG
ELECTRONICALLY APPROVED

Special Agent with the New Mexico Attorney General's Office
Official Title (if any)

Subscribed and sworn to or declared and affirmed to before me in the above-named county of the State of New Mexico this 26th day of JUNE 2019



Judge, Notary or Other Officer

Authorized to Administer Oaths

Official Title

NOTE: This affidavit shall be filed in the same file as the search warrant. If no criminal proceedings are filed, the affidavit and warrant shall be filed in a miscellaneous file.

Criminal Form 9-213 NMRA

NM ST CR Form 9-213

END OF DOCUMENT



Attorney General of New Mexico

Search Warrant Return and Inventory Supplemental

Case #: 201805-00805

Date of Search: June 27, 2019

Time: 6:02 am

D. Y. S. W. 2019.1

JK

Case Agent: Lindsay McIntosh

Evidence Custodian: Laura Escarcida ECN: 0579B

2019 JUN 27

Description and Location of Search: 2305 Anderson Dr., Las Vegas, NM 87701 (Residence)

Item #	Description	Where found:	Found by:	Collected by:
1	Financial Records	Room D - Basket	A. Durham	A. Durham
2	Tax Records and Business Records	Room D - Under Desk	A. Durham	A. Durham
3	Financial Records	Room D - Bed	A. Durham	A. Durham
4	Financial Records	Room D - Top of Dresser	J. Trujillo	J. Trujillo
5	Financial Records	Room D - Basket	A. Durham	A. Durham
6	Financial Records	Room G - Desk Drawer	J. Trujillo	J. Trujillo
7	Financial Records	Room B - Shelf	M. Velasquez	M. Velasquez
8	Financial Records	Room B - End Table	L. McIntosh	L. McIntosh
9	Financial Records	Room G - Desk Drawer	J. Trujillo	J. Trujillo
10	Miscellaneous Documents	Room B - Coffee Table	L. McIntosh	L. McIntosh
11	White I-Phone w/ cover	Room D - Side Table	L. McIntosh	L. McIntosh
12	Financial Records	Room G - Storage Container	J. Trujillo	J. Trujillo
13	Financial Records	Room D - Under Backpack	A. Durham	A. Durham
14	Financial Records	Room D - Desk	A. Durham	A. Durham
15	Samsung tablet IMEI: 354762080767392 w/ cover case	Room D - Nightstand Drawer	J. Trujillo	J. Trujillo
16	Financial Records	Room B - Under Cabinet	L. McIntosh	L. McIntosh
17	File Storage Container Containing Business Records	Room M - On Boxes	J. Trujillo	J. Trujillo

Signature of person completing inventory: *[Signature]*

Witness: *[Signature]*