

For Immediate Release:

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AG Balderas Announces Felony Conviction of Former Rio Arriba County Commissioner

ALBUQUERQUE, NM---Today, Attorney General Hector Balderas announced that former Rio Arriba County Commissioner Barney Trujillo was found guilty after trial for violating New Mexico's procurement code. A Santa Fe District Court Judge found that Trujillo failed to disclose in-kind campaign contributions he made to an Española Public School Board member's campaign as required by a professional services agreement he subsequently entered into with that same board.

"Political corruption cases are among the most difficult to prosecute in New Mexico, and we will continue to partner with members of the public and others to protect our schools and taxpayer resources," said Attorney General Balderas. "I am grateful to the Court for its careful consideration of this case."

On July 7th, 2016, Trujillo and Española Public Schools entered into a professional services agreement worth over \$50,000 annually for marketing services Trujillo was to provide for the school district. That contract required him to disclose any political contributions to school board members, which he knowingly failed to do. Trujillo thus failed to properly report those contributions to the board member's election campaign before the board member authorized his contract.

According to testimony, Barney Trujillo donated numerous campaign signs for the Española Public School Board member's campaign, and the board member had the ability to vote to authorize Trujillo's personal services agreement. At trial, that board member denied ever reimbursing Trujillo for those materials.

Sentencing will be set at a later date. Trujillo faces up to eighteen months of incarceration in the Department of Corrections, as well as potential restitution to the State of New Mexico. This case was prosecuted by Assistant Attorneys General Peter Valencia and Jonathan Gardner.

A copy of the Court's order in the case is attached.

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**STATE OF NEW MEXICO
COUNTY OF RIO ARRIBA
FIRST JUDICIAL DISTRICT COURT**

**STATE OF NEW MEXICO,
Plaintiff,**

vs.

D117CR2018217

**BARNEY TRUJILLO,
Defendant.**

**FINDINGS OF FACT AND CONCLUSIONS OF LAW
AND
ORDER FINDING DEFENDANT GUILTY**

This matter came before the Court on July 22, July 26 and July 27, 2021 for a bench trial in this cause. The State was represented by Assistant Attorney Generals Peter Valencia and Jonathan Gardner. The Defendant was present and represented by attorney Kitren Fischer. The Court heard evidence and argument.

I. FINDINGS OF FACT

1. Yolanda Salazar (“Salazar”) ran for the position of School Board Member for the Espanola Public Schools. The time frame was between December 2014 to March of 2015.
2. Elias Fresquez (“Fresquez”) was her campaign manager.
3. Fresquez and Defendant Barney Trujillo (“Trujillo”) were friends at the time of Salazar’s campaign.
4. Trujillo had a close relationship with Salazar and her husband at the time of Salazar’s campaign.
5. Fresquez did not receive any campaign money from Salazar or anyone on behalf of

Salazar's campaign.

6. Trujillo did not receive any campaign money from Salazar or anyone on behalf of Salazar's campaign.
7. In a campaign meeting getting the campaign underway, Trujillo was assigned the campaign signs or banners.
8. Emails were exchanged between Trujillo and Salazar regarding the design of the campaign signs or banners.
9. Angie Trujillo, Trujillo's aunt by marriage, gave two-hundred dollars (\$200.00) in cash of her own money to Trujillo.
10. The two-hundred dollars (\$200.00) cash from Angie Trujillo to Trujillo was not a campaign contribution, but a personal gift to Trujillo.
11. Trujillo used the two-hundred dollars (\$200.00) cash he received from Angie Trujillo for personal expenses.
12. Trujillo paid for the campaign signs or banners on his credit card.
13. Salazar's campaign received the campaign signs or banners.
14. Fresquez paid Trujillo cash in January of 2015.
15. Trujillo kept the cash and did not put it in his checking account.
16. The money from Fresquez was not a reimbursement for any campaign signs or banners for which Trujillo had already paid.
17. Salazar was elected as a School Board Member for the Espanola Public Schools in March of 2015.
18. On July 7, 2016, Fresquez entered into a contract ("contract") with the Espanola Public Schools.

19. The contract included a "Campaign Contribution Disclosure Form," which required Trujillo to identify any "campaign contribution" he had made to an "applicable public official," within the two years prior to the execution of the contract by the prospective contractor.
20. The term "campaign contribution" and "applicable public official" were terms defined in the contract.
21. Trujillo did not identify any campaign contributions in the disclosure provision of the contract or anywhere else in the contract.
22. Instead, Trujillo wrote "N/A," or "not applicable."
23. The contract amount was not to exceed \$50,000.00 plus six percent (6%) gross receipts tax.
24. Salazar is listed on the contract as one of five applicable public officials.
25. Salazar, as an Espanola Public School Board Member, had the authority to negotiate a small purchase contract.
26. On January 20, 2017 a search warrant was executed on Trujillo's residence.
27. During the execution of the search warrant, Special Agent Jon Bergevin of the New Mexico Attorney General's Office ("Bergevin") asked questions of Trujillo (Bergevin has since left the New Mexico Attorney General's Office).
28. Trujillo told Bergevin that he ordered campaign signs or banners from an online graphic shop for Salazar's campaign.
29. Trujillo told Bergevin that the campaign signs or banners he (Trujillo) provided to Salazar's campaign were "donations" to the Salazar campaign.
30. Trujillo never told Bergevin that anyone else paid for all or a portion of the cost of the

campaign signs or banners.

31. The cost of the campaign signs or banners exceeded two-hundred and fifty dollars (\$250.00); a fact the defense does not dispute.
32. Trujillo paid in excess of \$250.00 for the campaign signs or banners.
33. Trujillo gave various reasons for not disclosing the campaign signs or banners as a campaign contribution in the contract: 1) Gilbert Sanchez the Procurement Officer for the Espanola Public Schools told Trujillo that because Salazar was not a public official at the time Trujillo donated the signs or because the campaign disclosure language in the contract only applied to future campaign contributions, Trujillo could put "N/A;" throughout the campaign disclosure portion of the contract; and 2) Trujillo was reimbursed for the campaign signs or banners he himself did not make a campaign contribution to Salazar's campaign.
34. The plain language of the July 7, 2016 contract directs the prospective contractor to identify the "date the contributions *were* made."

II. CONCLUSIONS OF LAW

- A. The Procurement Code applies to the July 7, 2016 contract entered into by Defendant and the Espanola Schools, NMSA 1978 Section 13-1-30.
- B. The Procurement Code, requires a prospective contractor to disclose all campaign contributions given by the prospective contractor to an applicable public official of a local public body during the two years prior to the date on which on which the contractor signs the contract, if the total of contributions given exceeds two-hundred and fifty dollars (\$250.00), NMSA 1978 Section 13-1-191.1.
- C. Trujillo was a prospective contractor at the time he was entering into the contract,

which was subject to the Procurement Code.

D. "Campaign contribution" is defined in the contract, which was signed by Defendant, and includes "an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to a local office." (Page 2 of the Contract, identified as DFA Disclosure Form/Sept. 2017).

E. Salazar was an "applicable public official" at the time Trujillo signed the contract, in that she was elected to a local public office and had the authority to negotiate a small purchase contract that may be awarded without submission of a sealed competitive proposal, NMSA 1978 Section 13-1-191.1(G).

F. This was a small purchase contract authorized under NMSA 1978 Section 13-1-125.

G. The Espanola Public Schools is a local public body as defined by the Procurement Code, NMSA 1978, Section 13-1-67.

H. Trujillo gave an in-kind campaign contribution to Salazar's campaign by providing campaign signs to Salazar's campaign, for which he himself paid.

I. Trujillo violated the Procurement Code by failing to disclose in the contract his in-kind campaign contribution which exceeded two-hundred and fifty dollars (\$250.00) and which was made within two years prior to Salazar becoming a Board Member of the Espanola Public Schools.

J. Using Trujillo's definition of "willful" meaning "doing of an act without just cause or lawful excuse," Trujillo's failure to disclose his campaign contribution was willful because he intentionally wrote "N/A" knowing he had made an in-kind donation to Salazar's campaign, two years prior to the contract being executed. NMSA 1978 Section

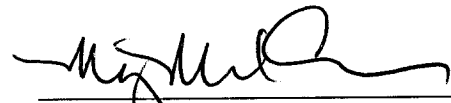
13-1-199.

K. The contract exceeded \$50,000.00 because of the payment of gross receipts tax at six percent (6%), NMSA 1978 Section 13-1-199.

L. The State has proven beyond a reasonable doubt that Trujillo violated NMSA 1978 Section 13-1-191.1 entitled "Campaign contribution and disclosure prohibition," beyond a reasonable doubt.

M. Because the contract is a transaction that involves more than fifty thousand dollars (\$50,000), it is a fourth degree felony.


SO ORDERED:



MARY MARLOWE SOMMER
District Court Judge

Certificate of Service

I certify that a true copy of this Order was e-filed to counsel of record this 3rd day of August 2021.



Kathy Chanter, TCA A