

Subject: RE: Public Records Request (NM-OTERO-22-0139) (OC File #22PRR016)
Date: Friday, February 4, 2022 at 1:24:21 PM Eastern Standard Time
From: Sylvia Tillbrook
To: AO Records
CC: rnichols@co.otero.nm.us
Attachments: image001.jpg, Sylvia C Tillbrook.vcf, Scan2009.pdf

EXTERNAL SENDER

Good Morning,
Attached you will find the public information you had requested.
If can be of further assistance, please do not hesitate to contact me.
This completes this public records request.



From: AO Records [mailto:records@americanoversight.org]
Sent: Friday, February 4, 2022 8:24 AM
To: stillbrook@co.otero.nm.us
Subject: Public Records Request (NM-OTERO-22-0139)

Dear Public Information Officer:

Please find attached a request for records under New Mexico's public records laws.

Sincerely,

--

Marwah Adhoob
Pronouns: she/her
Paralegal
American Oversight
records@americanoversight.org
www.americanoversight.org | @weareoversight

PRR: NM-OTERO-22-0139

rnichols@co.otero.nm.us

From: smaes@co.otero.nm.us
Sent: Sunday, January 30, 2022 5:07 PM
To: erin_hughs@yahoo.com
Cc: 'Sylvia Tillbrook'; rholmes@co.otero.nm.us; Denise Guerra; rnichols@co.otero.nm.us
Subject: EchoMail IPRA Response
Attachments: EcoMail Response.pdf

Please see attached.

Selina Maes

Elections Coordinator

1104 N. White Sands Blvd. Ste C

Alamogordo, NM 88310

Phone -(575) 437-4942

Fax - (575)443-2922



COUNTY OF
OTERO
NEW MEXICO

Robyn M. Holmes

Otero County Clerk

Denise Y. Guerra

Chief Deputy Clerk



**State of New Mexico
County of Otero**

**Office of the
County Clerk**

1104 N. White Sands Blvd., Suite C
Alamogordo, NM 88310
Phone (575) 437-4942
Fax (575) 443-2922
rholmes@co.otero.nm.us

January 28, 2022

EchoMail

Attn: Erin Clements

701 Concord Ave.

Cambridge, MA 20138

Dear Ms. Clements,

In response to your IPRA request dated January 13, 2022, our response is as follows:

1. Full Otero County Voter Registration Roll with all available fields as they were as close as possible to the following dates:

- a. January 1, 2020
- b. June 1, 2020,
- c. November 3, 2020
- d. December 1, 2020
- f. June 1, 2021
- g. November 2, 2021
- h. December 1, 2021

Response: No responsive records.

2. All Ballot images produced by the tabulators during the November 2020 Election in their original form.

Response: Ballot images are available on a USB in tiff form by precinct.

3. The Cast Vote Record Database (CVR) produced by the Dominion software in its original form.

Response: File is included on USB.

4. The ballot templets provided by Dominion.

Response: Templets are located on the USB.

5. Digital images of the voter's signatures if maintained by the county or the State for Signature verification.

Response: No responsive record.

6. The Standard Operating Procedure and/or algorithms used by the county for signature verification.

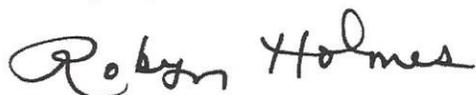
Response: No responsive record.

7. A list of all IP addresses which have accesses the county voter registration database and state voter registration database starting in January 2020 through December 2021.

Response: The list of IP addresses sought in the request does not exist, therefore we have no responsive records. The right to inspect applies to any nonexempt public record that exists at the time of the request. A state agency is not required to compile information from the public body's records or otherwise create a new public record in response to a request. See NMSA 1978, Section 14-2-8(B).

Please see attached invoice for the above request. Once payment is received, we will release records. Please make arrangements with Selina Maes for payment.

Best Regards,

A handwritten signature in black ink that reads "Robyn Holmes". The signature is written in a cursive, flowing style.

Robyn Holmes
Otero County Clerk

RH/sm

OTERO COUNTY CLERK
 1104 N. WHITE SANDS BLVD. SUITE C
 ALAMOGORDO, NM 88310
 (575) 437-4942

Invoice No. 1

INVOICE

Customer

Name EchoMail
 Address 701 Concord Ave.
 City Cambridge State MA ZIP 20138
 Phone 575-680-4004

Misc

Date
 Order No.
 Rep
 FOB

Qty	Description	Unit Price	TOTAL
	The following are fees associated with the January 13, 2022 IPRA request.		
23261	Ballot images from the 2020 General Election	\$ 0.04	\$ 930.44
16	Cast Vote Records from the 2020 General Election	\$ 0.04	\$ 0.64
59	Sample Ballots from the 2020 General Election	\$ 0.04	\$ 2.36
1	Verbatim Pin Stripe 32 GB Flash Drive	\$ 5.99	\$ 5.99
1	Employee time to gather records 1 hr.	\$ 39.75	\$ 39.75
Make check payable to the Otero County Clerk's Office			

SubTotal \$ 979.18
 Shipping

Payment

Comments
 Name
 CC #
 Expires

Tax Rate(s)

TOTAL \$ 979.18

From: erin hughes <erin_hughes@yahoo.com>
Sent: Tuesday, February 1, 2022 10:43 PM
To: smaes@co.otero.nm.us; rholmes@co.otero.nm.us
Cc: 'Sylvia Tillbrook'; Denise Guerra; rnichols@co.otero.nm.us
Subject: Scheduling Request

Dear County Clerk Holmes,

Per the Scope of Work approved by the Otero County Commission on January 13, 2022, the Audit also includes the examination of the physical records and equipment should take no more than two working days and will be performed under the constant supervision of the county. The examination of the physical records and equipment will include:

1. Scanning of all paper ballots for hand recount offsite.
2. Scanning of all absentee ballot envelopes for analysis offsite.
3. Scanning of paper tabulator tapes and chain of custody documents for analysis offsite.
4. Creation of forensic images of equipment used during the November 2020 election including tabulators, EMS server, routers, and poll books. The forensic images will not alter or damage the election equipment in any way.
5. Test of select tabulators.

Please provide a **full list of equipment used during the November 2020 election** and at least **three dates of availability to perform the physical examination of records and equipment** at your earliest possible convenience. Dates need to consist of two consecutive days for scheduling with the forensic experts who will create the forensic images of the equipment.

Thank you for your attention to these matters and please let us know if you have any questions about the documents and schedule being requested.

Sincerely,
Erin Clements
575.680.4004

On Sunday, January 30, 2022, 06:06:08 PM CST, smaes@co.otero.nm.us <smaes@co.otero.nm.us> wrote:

Please see attached.

Selina Maes

Elections Coordinator

1104 N. White Sands Blvd. Ste C

Alamogordo, NM 88310

Phone -(575) 437-4942

Fax - (575)443-2922



COUNTY OF
OTERO
NEW MEXICO

From: erin hughes <erin_hughs@yahoo.com>
Sent: Tuesday, February 1, 2022 10:52 PM
To: smaes@co.otero.nm.us
Cc: 'Sylvia Tillbrook'; rholmes@co.otero.nm.us; Denise Guerra; rnichols@co.otero.nm.us
Subject: Follow Up to EchoMail IPRA Response

Dear Selina,

Thank you for the responses to the IPRA request from EchoMail. We will mail payment to your office tomorrow.

Regarding Item #1, we requested copies of voter rolls requested as close as possible to the dates listed, but the response was that no records are maintained. Please provide whatever copies you have of the voter rolls created during 2020 and 2021, whether they were made close to the dates listed or not.

In the event no copies were made or kept during 2020 and 2021, please provide a poll book report or any other document that lists the voters who cast a ballot in the November 2020 election and please provide a current copy of the voter rolls including all available fields (including source of voter registration, and application and acceptance dates).

Please feel free to call if you have any questions about the requests being made.

Sincerely,
Erin Clements
575.680.4004

On Sunday, January 30, 2022, 06:06:08 PM CST, smaes@co.otero.nm.us <smaes@co.otero.nm.us> wrote:

Please see attached.

Selina Maes

Elections Coordinator

1104 N. White Sands Blvd. Ste C

Alamogordo, NM 88310

Phone -(575) 437-4942

Fax - (575)443-2922



COUNTY OF
OTERO
NEW MEXICO

From: erin hughes <erin_hughes@yahoo.com>
Sent: Thursday, February 3, 2022 3:33 PM
To: smaes@co.otero.nm.us
Cc: 'Sylvia Tillbrook'; rholmes@co.otero.nm.us; Denise Guerra; rnichols@co.otero.nm.us
Subject: Re: EchoMail IPRA Response
Attachments: List of Equipment Template.docx; Affidavit of Authorization.pdf

Hello Selina,

Following up our conversation yesterday - I attached an equipment list template. It contains a list of all the electronic equipment I believe would have been used in the November 2020 election. I highlighted fields where I made assumptions as to how the county would identify them. If you could update the table with the correct county designations and whether or not the equipment is still in the county's possession, I can give it to the forensic team so they can plan appropriately. Please also note whether the county believes the data from the November 2020 Election has been preserved on each piece of equipment.

I also attached the signed Affidavit of Authorization for the voter registration data requested.

As I mentioned yesterday, the forensic imaging is a fairly typical technique which creates an unaltered copy of electronic information for analysis, recovery, or investigation. The process is as follows:

1. The forensic team will provide oversight and management of data collection by creating exact images of disk and thumb drives related to Dominion Election Management Systems utilized by Otero County New Mexico. These images will be exact replicas of the drives and will not change or impact anything on the County's existing media. The processes followed and the software used for this work will be documented by the forensic team.
2. During the work, the forensic team will observe and follow strict chain-of-custody procedures to ensure that no one person is in possession of the media or devices, that all hand-offs of equipment and media follow State and County guidelines and best practices for evidentiary management.
3. At no time will the forensic team decompile, reverse engineer, or otherwise intrude upon the software license rights of Dominion Voting Systems, Inc, Dominion Voting Systems Corporation or US Dominion Inc. as defined by the contract between the State of New Mexico, the County of Otero, and the above-mentioned companies.
4. All work will be performed at County facilities under the supervision and observation of County representatives.
5. The forensic team will deliver replicas of all disk and thumb drives such that analysis of the drive images can be performed. File hashes will be created at the beginning of the work for each of the original drives and for each of the images to show that they are exact replicas. The task/activity list, documentation of processes followed, and software utilized to accomplish the work will be provided. All chain-of-custody documentation to include proper signatures, dates and time of hand-off, work performed, and data collection will be delivered.

Concurrent with the forensic investigation, volunteers will make scanned copies of the paper records of the election, including paper ballots, tabulator tapes, absentee ballot envelopes, and chain of custody documentation.

Regarding testing of the equipment - a member of the forensic team would like to remove the cover of select tabulators to check for the existence of cellular modems as were discovered in Dominion tabulators sold to election officials in Michigan without their knowledge. A member of the forensic team would also like to inspect the tabulator equipment for unsealed ports and other potential vulnerabilities. They may also like to run a set of ballots through the tabulator to check for accuracy.

All data collected both by the forensics team and the imaging of the paper election record will be analyzed offsite to minimize intrusion into the normal operation of the Otero County Clerk's office.

Please provide some options for two consecutive days at the county's convenience where we can plan to perform this work. For planning purposes, we will need a minimum of three weeks lead time.

Please let me know if the above information does not fully answer your questions.

Thank you,
Erin Clements
575.680.4004

On Sunday, January 30, 2022, 06:06:08 PM CST, <smaes@co.otero.nm.us> wrote:

Please see attached.

Selina Maes

Elections Coordinator

1104 N. White Sands Blvd. Ste C

Alamogordo, NM 88310

Phone -(575) 437-4942

Fax - (575)443-2922



AFFIDAVIT OF AUTHORIZATION

Date

Requested: 2/3/2022

Erin Clements, Representing EchoMail
print or type name print or type name

do hereby request information from the Otero County Voter File for the following information and in the specified format:

District or Precincts: All Active
Inactive

Alphabetical or Walking: Alphabetical

Party Affiliation: Democrat Republican Other All

Mailing Address Residential Address Party Affiliation District Number Precinct Numbers
Voting History Phone Number (if available)

VOTER DATA - selected information derived from the voter file.

LIST \$5.00 per 1,000 records
 LABELS \$20.00 per 1,000 labels Household
 E-MAIL \$4.00 per 1,000 records with voting history
 E-MAIL \$3.00 per 1,000 records without voting history
 PRECINCT MAP SHAPEFILE \$75.00
E-mail address erin_hughs@yahoo.com

Total records
Setup fee \$15.00

Erin Clements
Signature of Requestor
Erin Clements
Street Address
2251 La Paloma
City
Las Cruces, NM 88011
Telephone No. or Cell Phone No.

TOTAL

Date received: _____

Please Make copy for Requestor

Signature of the Provider

Signature of the Recipient

**Otero County Clerk's Office
1104 N. White Sands Blvd. Suite C
Alamogordo, NM 88310
575-437-4942**

Any person, organization or corporation or agent, officer, representative or employee thereof who commits unlawful use of statistical data, voter data, mailing labels or special voter lists is guilty of a fourth degree felony.

List of Equipment:

	Equipment Type	Equipment Serial Number or County Identifier	Status of Equipment (Available, Rented and Returned, etc.)
1	Dominion ICE Tabulator	870	
2		863	
3		850	
4		864	
5		865	
6		873	
7		875	
8		874	
9		824	
10		826	
11		828	
12		843	
13		859	
14		845	
15		831	
16		858	
17		833	
18		2094	
19		846	
20		3378	
21		866	
22		872	
23		844	
24		869	
25		860	
26		849	
27		840	
28		906	
29		823	
30		820	
31		905	
32		835	
33		819	
34	Dominion Tabulator Memory Card	870	
35		863	
36		850	
37		864	
38		865	
39		873	
40		875	

41		874	
42		824	
43		826	
44		828	
45		843	
46		859	
47		845	
48		831	
49		858	
50		833	
51		2094	
52		846	
53		3378	
54		866	
55		872	
56		844	
57		869	
58		860	
59		849	
60		840	
61		906	
62		823	
63		820	
64		905	
65		835	
66		819	
67	AskED ePollbook	James Canyon Fire Station	
68		Mayhill Community Center	
69		Weed Fire Station	
70		Pinon Fire Station	
71		Timberon lodge	
72		Boles Acres Fire Station	
73		Otero County Admin	
74		Inn of the Mountain Gods	
75		Tularosa Public Safety	
76		Cloudcroft Council Chambers	
77		Otero County Clerk	
78	Ballot on Demand Printer	James Canyon Fire Station	
79		Mayhill Community Center	
80		Weed Fire Station	
81		Pinon Fire Station	
82		Timberon lodge	
83		Boles Acres Fire Station	
84		Otero County Admin	
85		Inn of the Mountain Gods	

86		Tularosa Public Safety	
87		Cloudcroft Council Chambers	
88		Otero County Clerk	
89	Routers	James Canyon Fire Station	
90		Mayhill Community Center	
91		Weed Fire Station	
92		Pinon Fire Station	
93		Timberon lodge	
94		Boles Acres Fire Station	
95		Otero County Admin	
96		Inn of the Mountain Gods	
97		Tularosa Public Safety	
98		Cloudcroft Council Chambers	
99		Otero County Clerk	
100	Election Management System Central Computer	Workstation 1	
101		Workstation 2	
102		Workstation 3	
103	Election Management System Server		

Sylvia Tillbrook

From: smaes@co.otero.nm.us
Sent: Thursday, January 13, 2022 4:15 PM
To: vashiva@vashiva.com; erin_hughs@yahoo.com
Cc: 'Sylvia Tillbrook'; nichols@co.otero.nm.us; rholmes@co.otero.nm.us; Denise Guerra
Subject: EchoMail IPRA Response
Attachments: IPRA EchoMail001.pdf

Please see attached document.

Selina Maes

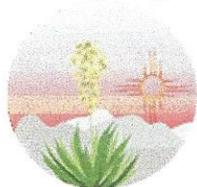
Elections Coordinator

1104 N. White Sands Blvd. Ste C

Alamogordo, NM 88310

Phone -(575) 437-4942

Fax - (575)443-2922



COUNTY OF
OTERO
NEW MEXICO

Robyn M. Holmes
Otero County Clerk

Denise Y. Guerra
Chief Deputy Clerk



State of New Mexico
County of Otero

Office of the
County Clerk

1104 N. White Sands Blvd., Suite C
Alamogordo, NM 88310
Phone (575) 437-4942
Fax (575) 443-2922
rholmes@co.otero.nm.us

January 13, 2022

EchoMail
Attn: Erin Clements
701 Concord Ave.
Cambridge, MA 20138

Dear Ms. Clements,

The Otero County Clerk's Office has received your IPRA request concerning the scheduling for examination of the physical records and equipment.

Additional time will be required.

Best Regards,

A handwritten signature in blue ink that reads "Robyn Holmes".

Robyn Holmes
Otero County Clerk

RH/sm



STATE OF NEW MEXICO
MAGGIE TOULOUSE OLIVER
SECRETARY OF STATE

December 9, 2021

SENT VIA ELECTRONIC MAIL ONLY

Robyn Holmes
Otero County Clerk
1104 N White Sands Blvd
Alamogordo, NM 88310
rholmes@co.otero.nm.us

RE: Election Code Audit Requirements

Dear County Clerk Holmes:

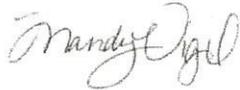
New Mexico has a rigorous election audit system in place. The Legislature has required certain audits to take place before and after general elections. These processes are contained in Article 13 and 14 of the Election Code. To sum this process up, following a statewide election, the results are canvassed or audited so that accuracy is ensured. Canvassing first happens at the county level utilizing a trained group of election officials lead by the county clerk and a bi-partisan county canvassing board. Then an additional state level audit is completed by the Bureau of Elections Division of the New Mexico Secretary of State's Office. Any discrepancies between the results are thoroughly investigated. Once the canvass process is completed by trained election administrators, an independent audit is completed, and the election results forwarded to the New Mexico State Canvassing Board to be made official. If a candidate contest ends within a certain margin of victory, then automatic recounts are ordered by the State Canvassing Board to further ensure the election results are proper.

Finally, New Mexico conducts a risk-limiting audit following every general election. This process involves randomly selecting races and precincts throughout the state and hand counting the results in these precincts. The hand counted results are then compared to the normal machine counted results. In addition to the canvassing of the election results statute requires that an auditor test that our tabulators accurately count actual paper ballots with a known outcome. Furthermore, we confirm that they properly handle over-vote and under-vote conditions. The voting machine system check is conducted on the accuracy of precinct electronic vote tabulators, alternate voting location electronic vote tabulators and absent voter precinct electronic vote tabulators. The voting system check is conducted for all federal offices, for governor and for the statewide elective office, other offices. The auditor then reports the results of the voting system check to the secretary of state and release the results to the public.

325 DON GASPAR, SUITE 300 | SANTA FE, NEW MEXICO 87501
PHONE: (505) 827-3600 or (800) 477-3632 | FAX: (505) 827-8081
WWW.SOS.STATE.NM.US

These extensive election audit provisions are required to be conducted by our election administrators and any other methods of auditing the election results are not provided for in law.

Respectfully,



Mandy Vigil
State Election Director

325 DON GASPAR, SUITE 300 | SANTA FE, NEW MEXICO 87501
PHONE: (505) 827-3600 or (800) 477-3632 | FAX: (505) 827-8081
WWW.SOS.STATE.NM.US

rnichols@co.otero.nm.us

From: Vigil, Mandy, SOS <Mandy.Vigil@state.nm.us>
Sent: Wednesday, January 12, 2022 4:22 PM
To: Holmes, Robyn
Cc: Guerra, Denise Y.; rnichols@co.otero.nm.us
Subject: RE: [EXTERNAL] "Forensic Audit"
Attachments: Otero Comm Mtg TPs .docx

Hi Robyn,

Please see the attached information for your use as you see fit. Please let me know if you have any questions.

Best,
Mandy



STATE OF NEW MEXICO
MAGGIE TOULOUSE OLIVER
SECRETARY OF STATE

Mandy Vigil | Election Director

New Mexico Office of the Secretary of State
325 Don Gaspar, Ste. 300 | Santa Fe, NM 87501
Desk: 505.827.3617 | Cell: 505.660.4045
mandy.vigil@state.nm.us

Follow us on [Facebook](#) + [Twitter](#)

From: rholmes@co.otero.nm.us <rholmes@co.otero.nm.us>
Sent: Tuesday, January 11, 2022 11:09 AM
To: Vigil, Mandy, SOS <Mandy.Vigil@state.nm.us>
Cc: Guerra, Denise Y. <dguerra@co.otero.nm.us>; rnichols@co.otero.nm.us
Subject: [EXTERNAL] "Forensic Audit"

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

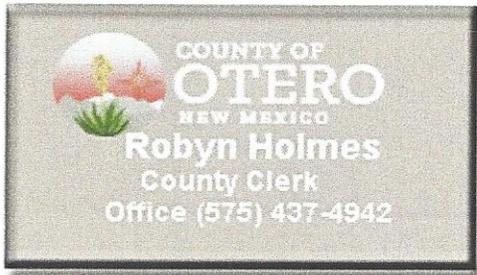
Hi Mandy,

I hope you had a great weekend!

I am looking forward to some talking points from you for the Commission Meeting on Thursday at 9:00 am.

Thank you!

Robyn



Confidentiality Notice: This e-mail, including all attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited unless specifically provided under the New Mexico Inspection of Public Records Act. If you are not the intended recipient, please contact the sender and destroy all copies of this message.

Otero County Commission Talking Points

Legal Considerations

- Lawful audits of the elections conducted in NM are outlined in state statute
 - Please see SOS letter provided to county clerk on December 9, 2021
- Unlawful use of voter data is prohibited under state law
 - NMSA 1978, Section 1-2-5.5(C)
 - Each requester of voter data, mailing labels or special voter lists shall sign an affidavit that the voter data, mailing labels and special voter lists shall be used for governmental or election and election campaign purposes only and **shall not be made available or used for unlawful purposes.**
 - NMSA 1978. Section 1-5-22:
 - A. Unlawful disposition of voter file consists of the willful selling, loaning, providing access to or otherwise surrendering of the voter file, duplicates of the file or a part of the file by a data processor; a data processor's agent or employee; a state or county officer; or a state or county officer's deputy, assistant, employee or agent to anyone not authorized by the Voter Records System Act to have possession of the file.
 - B. For purposes of this section, a file maintenance list shall be considered a voter file or a part of a voter file.
 - C. Any data processor, officer, deputy, assistant, agent or employee who commits unlawful disposition of a voter file is guilty of a fourth degree felony.
- NM law does not require signature verification
 - Individuals should be specifically trained in this process
 - States that have implemented this policy have utilized a procedure to create and maintain a database of current voter signatures for use in this process – this does not currently exist in NM
- Concerns of potential voter intimidation, harassment or misrepresentation of legal requirements to participate in an election – Will the vendors represent themselves as being there on behalf of the Otero County Commission? Will they have identification? Voters should be warned that these people may come to their house, and they do not need to speak with them and to call police if they refuse to leave or otherwise violate the law. Run a newspaper article post warning in shared community spaces.
- Requirement to protect the secrecy of the ballot
- Lawful opportunity to review ballots and petition the court to contest the election has passed
 - Timelines in the election code should not be overlooked. They are in place to allow for a successful administration and provide for transparency and accurate certification of the results.
- Violations of the election code, not otherwise specified, are punishable as a petty misdemeanor. NMSA 1978, Section 1-20-22.

Administrative Considerations

- Administrative burden to county clerk office
 - Collection of data will require a significant amount of county resources

- Tasks will need to be completed outside of usual business hours to avoid current statutory deadlines being missed
- Burden on county staff – risk of turnover or burnout
- Election security
 - Staff will have to provide access to items in a form to protect the secrecy of the ballot as well as the integrity of the election systems
 - Redaction of election related materials will need to be completed
 - There is not currently a report including voter signatures that can easily be provided
 - PDF images of the VR certificates are the record that contain the voter signature – this effort will be time consuming as PII will have to be redacted
- Staff is focused on relevant statutory responsibilities
 - Redistricting tasks prior to candidate filing
 - Preparation of the Primary Election
 - List maintenance tasks
 - Daily function of the clerk’s office
- Funding concerns
 - Will the cost of hiring the vendor put any statutory items at risk?
 - The county clerk staff will have to work significant overtime to support this audit
- COVID crowding concerns

Sylvia Tillbrook

From: Lopez, Tracy, SOS <Tracy.Lopez2@state.nm.us>
Sent: Thursday, January 27, 2022 3:55 PM
To: Maes, Selina
Cc: Vigil, Mandy, SOS; Holmes, Robyn; Guerra, Denise Y.
Subject: Re: [EXTERNAL] EchoMail IPRA Response

Hello ladies. I'm waiting on a review from our legal department, as soon as I get that I'll forward on our guidance.

Tracy

From: smaes@co.otero.nm.us <smaes@co.otero.nm.us>
Sent: Thursday, January 27, 2022 12:40:02 PM
To: Lopez, Tracy, SOS <Tracy.Lopez2@state.nm.us>
Cc: Vigil, Mandy, SOS <Mandy.Vigil@state.nm.us>; Holmes, Robyn <rholmes@co.otero.nm.us>; Guerra, Denise Y. <dguerra@co.otero.nm.us>
Subject: RE: [EXTERNAL] EchoMail IPRA Response

I was wondering if you will have this information today by 3, we are not going to be here tomorrow

Selina Maes

Elections Coordinator
1104 N. White Sands Blvd. Ste C
Alamogordo, NM 88310
Phone -(575) 437-4942
Fax - (575)443-2922



From: Vigil, Mandy, SOS <Mandy.Vigil@state.nm.us>
Sent: Thursday, January 27, 2022 12:24 PM
To: Maes, Selina <smaes@co.otero.nm.us>; Lopez, Tracy, SOS <Tracy.Lopez2@state.nm.us>
Cc: Holmes, Robyn <rholmes@co.otero.nm.us>; Guerra, Denise Y. <dguerra@co.otero.nm.us>
Subject: Re: [EXTERNAL] EchoMail IPRA Response

Hi Selina,

Tracy will be sending over sample language to protect items that are a security issue.

Thanks,
Mandy

Sent from my iPhone

On Jan 26, 2022, at 5:45 PM, smaes@co.otero.nm.us wrote:

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Attached is the response to EchoMail IPRA.

Selina Maes

Elections Coordinator

1104 N. White Sands Blvd. Ste C

Alamogordo, NM 88310

Phone -(575) 437-4942

Fax - (575)443-2922

Sylvia Tillbrook

From: Lopez, Tracy, SOS <Tracy.Lopez2@state.nm.us>
Sent: Thursday, January 27, 2022 6:17 PM
To: Maes, Selina; Holmes, Robyn; Guerra, Denise Y.
Cc: Vigil, Mandy, SOS
Subject: SOS guidance re: IP addresses

Good evening.

Please see below the guidance that we are offering. Please let me know if you have any questions.

7. A list of all IP addresses which have accesses the county voter registration database and state voter registration database starting in January 2020 through December 2021.

1st) The list of IP addresses sought in the request does not exist, therefore we have no responsive records. The right to inspect applies to any nonexempt public record that exists at the time of the request. A state agency is not required to compile information from the public body's records or otherwise create a new public record in response to a request. See NMSA 1978, Section 14-2-8(B).

If they ask for IP addresses again:

2nd) IP addresses primarily serve to map out communications of computers over a network and providing them could reasonably be used to interpret network structure. Our office is further denying the request pursuant to NMSA 1978, Sections 14-2-1(H), 9-27-6(I)(1), 57-3A-2(D) and 1.12.20.14(A) and (B) NMAC, as they constitute protected and proprietary agency business and system applications, restricted source code for applications and systems, and protected trade secrets. The IP addresses of state and county voter registration databases represent possible target points in the election security infrastructure and their production may reveal specific vulnerabilities, risk assessments or tactical emergency security procedures, and information considered protected critical infrastructure, pursuant to NMSA 1978, Sections 14-2-1(G), (H), and Rules 11-503 and 1-026 NMRA, and 6 CFR Part 29.8. See also, Santa Fe Pac. Gold Corp. v. United Nuclear Corp., 2007-NMCA-133 ¶ 38; Richards v. N.M. Developmental Disabilities Planning Council, No. 30,796 (N.M. Ct. App. Apr. 13, 2011) (non-precedential).

Tracy



STATE OF NEW MEXICO
MAGGIE TOULOUSE OLIVER
SECRETARY OF STATE

Tracy Lopez, Elections Security Program Manager

New Mexico Office of the Secretary of State
325 Don Gaspar, Ste. 300 | Santa Fe, NM 87501
Cell: 505.396.0106

Tracy.Lopez2@state.nm.us

Follow us on [Facebook](#) + [Twitter](#)

Sylvia Tillbrook

From: smaes@co.otero.nm.us
Sent: Wednesday, January 26, 2022 5:46 PM
To: 'Vigil, Mandy, SOS'
Cc: rholmes@co.otero.nm.us; Denise Guerra
Subject: EchoMail IPRA Response
Attachments: EchoMail Response001.pdf

Attached is the response to EchoMail IPRA.

Selina Maes

Elections Coordinator

1104 N. White Sands Blvd. Ste C

Alamogordo, NM 88310

Phone -(575) 437-4942

Fax - (575)443-2922



COUNTY OF
OTERO
NEW MEXICO

Robyn M. Holmes
Otero County Clerk

Denise Y. Guerra
Chief Deputy Clerk



State of New Mexico
County of Otero

**Office of the
County Clerk**

1104 N. White Sands Blvd., Suite C
Alamogordo, NM 88310
Phone (575) 437-4942
Fax (575) 443-2922
rholmes@co.otero.nm.us

January 28, 2022

EchoMail
Attn: Erin Clements
701 Concord Ave.
Cambridge, MA 20138

Dear Ms. Clements,

In response to your IPRA request dated January 13, 2022, our response is as follows:

1. Full Otero County Voter Registration Roll with all available fields as they were as close as possible to the following dates:

- a. January 1, 2020
- b. June 1, 2020,
- c. November 3, 2020
- d. December 1, 2020
- f. June 1, 2021
- g. November 2, 2021
- h. December 1, 2021

Response: No responsive records.

2. All Ballot images produced by the tabulators during the November 2020 Election in their original form.

Response: Ballot images are available on a USB in tiff form by precinct.

3. The Cast Vote Record Database (CVR) produced by the Dominion software in its original form.

Response: File is included on USB.

4. The ballot templets provided by Dominion.

Response: Templets are located on the USB.

5. Digital images of the voter's signatures if maintained by the county or the State for Signature verification.

Response: No responsive record.

6. The Standard Operating Procedure and/or algorithms used by the county for signature verification.

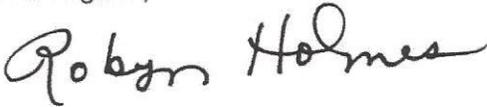
Response: No responsive record.

7. A list of all IP addresses which have accesses the county voter registration database and state voter registration database starting in January 2020 through December 2021.

Response: Due to security issues, we cannot release IP addresses.

Please see attached invoice for the above request. Once payment is received, we will release records. Please make arrangements with Selina Maes for payment.

Best Regards,

A handwritten signature in black ink that reads "Robyn Holmes". The signature is written in a cursive style with a large initial "R".

Robyn Holmes
Otero County Clerk

RH/sm

Sylvia Tillbrook

From: Vigil, Mandy, SOS <Mandy.Vigil@state.nm.us>
Sent: Friday, January 21, 2022 10:02 AM
To: Maes, Selina
Cc: Guerra, Denise Y.; Holmes, Robyn
Subject: RE: [EXTERNAL] Otero Audit

Good morning,

Can we all plan to discuss this next week? Does either Tuesday at 4pm or Wednesday at 10am work for your team?

Thanks,
Mandy

From: smaes@co.otero.nm.us <smaes@co.otero.nm.us>
Sent: Thursday, January 20, 2022 2:43 PM
To: Vigil, Mandy, SOS <Mandy.Vigil@state.nm.us>
Cc: Guerra, Denise Y. <dguerra@co.otero.nm.us>; Holmes, Robyn <rholmes@co.otero.nm.us>
Subject: [EXTERNAL] Otero Audit

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Attached is the agreement and the IPRA request from EchoMail.

Selina Maes

Elections Coordinator

1104 N. White Sands Blvd. Ste C

Alamogordo, NM 88310

Phone -(575) 437-4942

Fax - (575)443-2922



COUNTY OF
OTERO
NEW MEXICO

Sylvia Tillbrook

From: rholmes@co.otero.nm.us
Sent: Friday, January 21, 2022 10:53 AM
To: 'Vigil, Mandy, SOS'
Cc: 'Denise Guerra'; smaes@co.otero.nm.us
Subject: RE: [EXTERNAL] Otero Audit

Good morning Mandy,

Wednesday at 10:00 am sounds good.

Thank you and have a great weekend!

Robyn

From: Vigil, Mandy, SOS <Mandy.Vigil@state.nm.us>
Sent: Friday, January 21, 2022 10:02 AM
To: Maes, Selina <smaes@co.otero.nm.us>
Cc: Guerra, Denise Y. <dguerra@co.otero.nm.us>; Holmes, Robyn <rholmes@co.otero.nm.us>
Subject: RE: [EXTERNAL] Otero Audit

Good morning,

Can we all plan to discuss this next week? Does either Tuesday at 4pm or Wednesday at 10am work for your team?

Thanks,
Mandy

From: smaes@co.otero.nm.us <smaes@co.otero.nm.us>
Sent: Thursday, January 20, 2022 2:43 PM
To: Vigil, Mandy, SOS <Mandy.Vigil@state.nm.us>
Cc: Guerra, Denise Y. <dguerra@co.otero.nm.us>; Holmes, Robyn <rholmes@co.otero.nm.us>
Subject: [EXTERNAL] Otero Audit

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Fax - (575)443-2922



COUNTY OF
OTERO
NEW MEXICO

Sylvia Tillbrook

From: Vigil, Mandy, SOS <Mandy.Vigil@state.nm.us>
Sent: Thursday, January 20, 2022 3:44 PM
To: Maes, Selina
Cc: Guerra, Denise Y.; Holmes, Robyn
Subject: RE: [EXTERNAL] Otero Audit

Thank you.

From: smaes@co.otero.nm.us <smaes@co.otero.nm.us>
Sent: Thursday, January 20, 2022 2:43 PM
To: Vigil, Mandy, SOS <Mandy.Vigil@state.nm.us>
Cc: Guerra, Denise Y. <dguerra@co.otero.nm.us>; Holmes, Robyn <rholmes@co.otero.nm.us>
Subject: [EXTERNAL] Otero Audit

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Attached is the agreement and the IPRA request from EchoMail.

Selina Maes

Elections Coordinator

1104 N. White Sands Blvd. Ste C

Alamogordo, NM 88310

Phone -(575) 437-4942

Fax - (575)443-2922



COUNTY OF
OTERO
NEW MEXICO



MASTER LICENSE AND SERVICES AGREEMENT

This Agreement is entered into as of December ____, 2021 (“the Effective Date”) between EchoMail, Inc., a Delaware Corporation, its subsidiaries, affiliates, authorized resellers/distributors, (“ECHOMAIL”) and Otero County Commission its subsidiaries and affiliates, (“CUSTOMER”).

In consideration of the mutual covenants contained herein, the parties hereto hereby agree as follows:

1.0 Definitions

As used herein, the following terms shall have the designated meanings:

- 1.1 “Licensed Software” shall mean the software designated on any Schedule as being licensed by ECHOMAIL to CUSTOMER under this Agreement.
- 1.2 “Schedule” shall mean any schedules or exhibits, including any Statements of Work included therein, executed by the parties and attached to the Agreement as of the date hereof and any Schedules or exhibits, including any Statement of Work included therein, subsequently executed by the parties and attached to this Agreement.
- 1.3 “Services” shall mean the services designated in any Schedule as being provided by ECHOMAIL to CUSTOMER under this Agreement.

2.0 License

- 2.1 If the agreed-upon offering from ECHOMAIL includes Licensed Software, ECHOMAIL will grant to CUSTOMER a non-perpetual, non-exclusive, non-transferable, non-sublicensable right and license to use the Licensed Software in object code form only to receive, process, analyze, transmit and respond to digital content i.e. messages, images, email, web pages, social media posts, etc. solely for its own business purposes subject to and in accordance with the provisions of this Agreement, the terms in Schedule, and the accompanying documentation.
- 2.2 If CUSTOMER requires access of Licensed Software by any consultants or third-party entities, then CUSTOMER agrees to ensure that such consultants or third-party entities execute a separate agreement with ECHOMAIL to ensure protection of ECHOMAIL’s Intellectual Property. CUSTOMER agrees that at no time will CUSTOMER allow any direct or indirect competitor of ECHOMAIL to access or to use the Licensed Software. CUSTOMER agrees to abide by ECHOMAIL’s reasonable definition of competitor, should there ever come a question as to if an entity is a competitor to ECHOMAIL or not.
- 2.3 The Licensed Software and documentation provided therewith are provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the United States Government is subject to the restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable.

3.0 ECHOMAIL Responsibilities

- 3.1 ECHOMAIL shall be solely responsible for the proper installation of the Licensed Software in machine-readable, object code form.
- 3.2 ECHOMAIL will also provide to CUSTOMER services for implementation, training, customization, maintenance, hosting and other services related to Licensed Software as requested by CUSTOMER as outlined in the appropriate Schedule(s).
- 3.3 ECHOMAIL agrees to provide to CUSTOMER access codes for the use of the Licensed Software. On the date that CUSTOMER uses any of those access codes to use the Licensed Software in a production format, the formal delivery of the Licensed Software is complete (“Delivery Date”).
- 3.4 Following the Delivery Date, ECHOMAIL shall provide software support and maintenance services under this Agreement in accordance with the terms and conditions set forth in the appropriate Schedule. ECHOMAIL shall provide the software support services set forth in Schedule for only the then current release of the Licensed Software.

3.5 ECHOMAIL will provide timely new releases and updated documentation of the Licensed Software at no additional cost to CUSTOMER.

4.0 Services

4.1 All work shall be performed in a workmanlike and professional manner by ECHOMAIL having a level of skill in the area commensurate with the requirements of the scope of work to be performed.

5.0 Price

The prices for all ECHOMAIL Licensed Software, Services and related maintenance and support services shall be set forth in the applicable Schedule. If CUSTOMER desires to add additional software to the Licensed Software or buy additional units, CUSTOMER shall have the right to do so during the term hereof for the prices set forth in applicable signed Schedule(s).

6.0 Payment

6.1 CUSTOMER shall pay ECHOMAIL the fees for all Licensed Software and related maintenance and according to the Payment Schedule as outlined in signed applicable Schedule(s).

6.2 ECHOMAIL shall invoice CUSTOMER for all CUSTOMER pre-approved Out-of-Pocket Expenses and any other amounts due as set forth in signed applicable Schedule(s) on a monthly basis. Each invoice shall contain detailed entries of Software, Service and other items. CUSTOMER shall pay all as denoted in signed applicable Schedule(s).

6.3 If CUSTOMER does not pay for the Licensed Software within the time limits as agreed upon in signed applicable Schedule(s), ECHOMAIL will contact CUSTOMER to obtain payment and attempt to resolve any discrepancies. If after 30 days, the discrepancy cannot be solved, CUSTOMER agrees that ECHOMAIL has the right to terminate CUSTOMER'S further use of the Licensed Software until payment is received.

6.4 All payments not made within the time periods specified herein shall bear interest at the rate of one and one half percent (1.5%) per month or the maximum allowed by law, whichever is less, until paid in full.

6.5 In the event of termination, CUSTOMER is responsible for any and all amounts due to EchoMail per the terms of any signed Schedules or Statement of Work(s).

7.0 Schedules

The applicable Schedule sets forth the ECHOMAIL Licensed Software and/or Services to be obtained by CUSTOMER. The parties may execute additional Schedules and such additional Schedules will be bound by the terms of this Agreement.

8.0 Publicity

ECHOMAIL may use CUSTOMER'S name and identifying logo on ECHOMAIL'S customer list and web site.

9.0 Transmission Difficulties

CUSTOMER acknowledges that it shall be fully and solely responsible for assuring that data sent by CUSTOMER to ECHOMAIL reach ECHOMAIL in proper condition, and ECHOMAIL shall have no liability in connection therewith.

10.0 Intellectual Property Rights

ECHOMAIL possesses, and shall at all times continue to possess and own, the entire right, title and interest in and to the Licensed Software, the results or deliverables of any Services performed hereunder (which shall be deemed to be Licensed Software for purposes of this Agreement) and all intellectual property rights of any nature whatsoever with respect to the foregoing. All right, title and interest in and to any programs, systems, data and materials furnished to ECHOMAIL by CUSTOMER are and shall remain the property of CUSTOMER and will be returned to CUSTOMER at the earlier of termination of this Agreement or the completion of Services.

11.0 Confidential Information

- 11.1 During the term of this Agreement, each party shall disclose to the other party, both orally and in writing, certain information of the disclosing party which concerns the disclosing party's business plans, customers, technology or products which are or contain confidential, proprietary or trade secret information (collectively the "Information"), which is either marked in a manner to indicate that it is considered proprietary or confidential or otherwise subject to limited distribution as provided herein, or is disclosed in such a manner that a reasonable person would understand the confidential nature of the Information disclosed. In addition, future business plans, customer, customer lists and financial information, and confidential information of third parties to which a party has had access shall be deemed Information. A party receiving Information shall hold such Information in strict confidence and shall not disclose such Information to any person or entity other than to the employees, agents or consultants of such party having a need to know in order for such party to perform properly its obligations under this Agreement. Such party shall make no other use of any nature whatsoever of any such Information. The Licensed Software constitutes Information of ECHOMAIL.
- 11.2 All vendors, service providers, consultants and other third-party agents engaged by the CUSTOMER that are involved in the use of or interaction with ECHOMAIL shall sign EchoMail Mutual Non-disclosure Agreement.
- 11.3 This Agreement shall impose no obligation of confidentiality upon a recipient with respect to any portion of the Information received hereunder which is (a) now or hereafter, through no unauthorized act or failure to act on recipient's part, in the public domain; (b) known to the recipient without an obligation of confidentiality at the time recipient receives the same from the disclosing party, as evidenced by written records; (c) hereafter furnished to the recipient by a third party as a matter of right and without restriction on disclosure; (d) furnished to others by the disclosing party without restrictions on disclosure; (e) independently developed by the recipient without use of the disclosing party's Information; or (f) required to be disclosed pursuant to a requirement of a government agency or law, so long as the recipient provides prompt notice to the disclosing party of such requirement prior to any such disclosure and reasonably cooperates with the disclosing party if it elects to seek to limit or avoid such disclosure by any lawful means.
- 11.4 Each party acknowledges that in the event of any breach or threatened breach of this Section 11.0, the other party shall suffer irreparable harm and will not possess an adequate remedy at law. Accordingly, each party shall have the right to obtain injunctive relief to restrain such breach or threatened breach.
- 11.5 No right of ownership or title to any Information is transferred by either party to the other party under or pursuant to this Agreement.
- 11.6 CUSTOMER acknowledges that Licensed Software provided by ECHOMAIL is copyrighted by ECHOMAIL. The trademarks, trade names and logos under which ECHOMAIL markets the Licensed Software are the exclusive property of ECHOMAIL and this Agreement provides no rights thereto to CUSTOMER. Any copyright notice used by ECHOMAIL shall not be deemed to imply that any part of such item has been published or has been placed in the public domain.

12.0 Warranty

- 12.1 ECHOMAIL warrants for a period of sixty (60) days following the Delivery Date of the applicable Licensed Software to CUSTOMER that any Licensed Software provided by ECHOMAIL shall materially conform to ECHOMAIL'S then current documentation. In the event any Licensed Software does not so materially conform to then current documentation, ECHOMAIL shall undertake reasonable commercial efforts to correct such non-conformity. Such correction shall constitute CUSTOMER'S sole remedy and ECHOMAIL'S sole liability in the event of any breach of such warranty by ECHOMAIL.
- 12.2 EXCEPT AS OTHERWISE STATED IN THIS SECTION 12, ECHOMAIL MAKES NO WARRANTIES WITH RESPECT TO THE LICENSED SOFTWARE OR THE SERVICES PERFORMED UNDER THIS AGREEMENT AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, FREEDOM FROM BUGS, CORRECTNESS OR RELIABILITY, OR THAT THE LICENSED SOFTWARE'S USE WILL BE UNINTERRUPTED OR ERROR-FREE, AND ALL WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE TRADE.

13.0 Infringement

- 13.1 ECHOMAIL shall defend, indemnify and hold harmless CUSTOMER from all costs, expenses, damages, suits and other proceedings incurred by CUSTOMER, its officers, directors, employees or agents in connection with any claim that the Licensed Software infringes any patent, copyright, trade secret or other proprietary rights of any third party, provided that (a) CUSTOMER promptly informs ECHOMAIL of any such action, and (b) CUSTOMER furnishes to ECHOMAIL all information and assistance in connection therewith which may be reasonably requested by ECHOMAIL from time to time. ECHOMAIL shall have the sole right to settle, defend, or otherwise handle any such claim. In the event the use of any Licensed Software is enjoined, ECHOMAIL shall, at its option, either (a) procure for CUSTOMER the right to continue to use such Licensed Software, (b) replace or modify the same to make it non-infringing, or (c) terminate the license to such Licensed Software and provide a pro rata refund to CUSTOMER of all amounts paid by CUSTOMER for the allegedly infringing Licensed Software to ECHOMAIL hereunder, based upon a five (5) year life of such Licensed Software.
- 13.2 ECHOMAIL'S obligations under this Section 13.0 shall be only for the benefit of CUSTOMER. ECHOMAIL shall not be obligated to defend or to be liable under this Section 13.0 to the extent the infringement asserted arises out of (a) compliance with specification originating with CUSTOMER, (b) use or combination of Licensed Software with items not provided by ECHOMAIL to the extent such infringement would not have occurred but for such use or combination with such other items; (c) use of other than the latest unmodified version of Licensed Software if such infringement would have been avoided by the use of such later version; or (d) modification of Licensed Software other than by ECHOMAIL.
- 13.3 This Section 13.0 states the exclusive remedy of CUSTOMER and the entire liability of ECHOMAIL with respect to infringement of any patent, copyright, or other proprietary rights of third parties by items furnished by ECHOMAIL hereunder.

14.0 Indemnification

- 14.1 Each party shall indemnify and hold harmless the other party, its subsidiaries, their officers, directors, agents and employees from any claims for loss, cost, damage, expense or liability by reason of bodily injury (including death) or tangible property damage arising out of, as a result of, or in connection with, the indemnifying party's performance under this Agreement or the negligent actions or omissions or willful wrongdoing of the indemnifying party, provided that the indemnified party gives the indemnifying party prompt written notice of such claims and, full information, reasonable assistance and authority for the defense or settlement of such claims.

15.0 Limitation of Liability

EXCEPT AS EXPRESSLY PROVIDED HEREIN, ECHOMAIL'S LIABILITY UNDER THIS AGREEMENT, WHETHER FOR BREACH OF WARRANTY OR CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL IN NO EVENT EXCEED AMOUNT PAID BY CUSTOMER TO ECHOMAIL UNDER THIS AGREEMENT CONTRACT PRICE, AS SET FORTH IN SCHEDULE FOR LICENSED SOFTWARE AND/OR SERVICES, WHICH ALLEGEDLY DAMAGED CUSTOMER. THE CONTRACT PRICE, AS SET FORTH IN SCHEDULE A. IN NO EVENT SHALL ECHOMAIL HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF ECHOMAIL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS.

16.0 Term

Unless earlier terminated in accordance with Section 17.0 hereof, the term of this Agreement shall commence as of the date hereof and shall continue in full force and effect for three (3) years thereafter. This Agreement shall automatically renew for successive one (1) year terms, thereafter, unless terminated by either party by written notice to the other at least thirty (30) days prior to the renewal date.

17.0 Termination

- 17.1 In the event of a breach of this Agreement by a party hereto (including without limitation use of the Licensed Software by CUSTOMER in excess of the use limitations specified in any applicable Schedule(s), the non-breaching party shall give notice of such default to the other party and, if the breach is not cured within sixty (60) calendar days of such notice, the non-breaching party shall be entitled to terminate this Agreement immediately upon notice to the other party.
- 17.2 In the event a party hereto files a voluntary petition for bankruptcy, has an involuntary petition for bankruptcy filed against it which remains undismissed for at least sixty (60) days, makes an assignment for the benefit of its creditors, or has a receiver appointed for all or a substantial portion of its property, the other party shall have the right to terminate this Agreement immediately upon notice.
- 17.3 The rights and obligations of the parties under Sections 2.3, 6.0, 8.0, 10.0, 11.0, 12.0, 13.0, 14.0, 15.0, 17.3 and 18.0 hereof shall survive any termination of this Agreement. Except for the foregoing, immediately upon the effective date of any termination, all rights and obligations of the parties under this Agreement shall cease and terminate. CUSTOMER shall, within ten (10) days after the effective date of any termination, promptly, first, deliver to ECHOMAIL all copies of any Licensed Software provided by ECHOMAIL and all ECHOMAIL'S Information then in CUSTOMER'S possession; second, destroy any copies of Licensed Software whatsoever in CUSTOMER'S possession; third, allow ECHOMAIL access to hardware systems that contained or contain Licensed Software to verify and ensure termination of use of Licensed Software.
- 17.4 In the event of early termination, CUSTOMER is obligated to pay to ECHOMAIL any and all amounts due for Services performed through the date of termination.
- 17.5 CUSTOMER may terminate this Agreement at any time on sixty (60) days prior written notice and CUSTOMER, in such event is obligated to pay to ECHOMAIL any and all amounts due per the terms of any Schedules agreed upon by both parties.

18.0 Miscellaneous

- 18.1 Each party irrevocably agrees that in any court proceedings initiated by CUSTOMER, the state and federal courts located in the State of Arizona shall have exclusive jurisdiction to settle any dispute, and for any court proceedings initiated by ECHOMAIL, the state and federal courts located in the Commonwealth of Massachusetts shall have exclusive jurisdiction to settle any dispute with respect to any matters relating to this Agreement.
- 18.2 The validity, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The parties hereto submit to the non-exclusive jurisdiction of the state and federal courts located in the Commonwealth of Massachusetts with respect to any matters relating to this Agreement.
- 18.3 Neither party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labor disputes of whatever nature and any other reason beyond the reasonable control of either party.
- 18.4 In the event that any provision of this Agreement shall be held to be void or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Agreement, which shall remain in full force and effect, and the void or unenforceable provision shall be enforced to the maximum extent legally permissible.
- 18.5 This Agreement shall not be transferable or assignable by CUSTOMER without the prior written consent of ECHOMAIL, such consent not to be unreasonably withheld. Notwithstanding the foregoing, upon notice to ECHOMAIL, CUSTOMER may assign this Agreement or any rights, duties or obligations hereunder to a corporation controlling, controlled by or under common control with CUSTOMER. Any assignment or transfer in violation of this provision shall be void and without effect.
- 18.6 This Agreement shall not be transferable or assignable by either party without the prior written consent of the other party. Any assignment or transfer in violation of this provision shall be void and without effect.
- 18.7 This Agreement embodies and sets forth the entire agreement and understanding of the parties and

Memorandum

RECEIVED

JAN 13 PM 1:12

To: Robyn Holmes, Otero County Clerk

OTERO COUNTY
CLERK'S OFFICE

From: EchoMail

Erin Clements

575.680.4004

erin_hughes@yahoo.com

Date: January 13, 2022

Re: Inspection of Public Documents Request and Scheduling Request for Examination of Physical Records and Equipment

Per New Mexico's Inspection of Public Documents Request Act (IPRA), Agenda Item 19 to complete an audit of the November 2020 election approved during County of Otero County Commission meeting held on November 18, 2021, and Agenda Item 17 to approve contract with EchoMail to perform the election audit approved during the Otero County Commission meeting held on January 13, 2022, please provide the following items as soon as possible:

1. Full Otero County Voter Registration Roll with all available fields as they were as close as possible to the following dates:
 - a. January 1, 2020
 - b. June 1, 2020
 - c. November 3, 2020
 - d. December 1, 2020
 - e. January 1, 2021
 - f. June 1, 2021
 - g. November 2, 2021
 - h. December 1, 2021
2. All ballot images produced by the tabulators during the November 2020 election in their original form.
3. The Cast Vote Record Database (CVR) produced by the Dominion software in its original form.
4. The ballot templates provided by Dominion.
5. Digital images of the voter's signature if maintained by the County or the State for Signature Verification.
6. The Standard Operating Procedure and/or algorithms used by the County for Signature Verification.

7. A list of all IP addresses which have accesses the County Voter Registration Database and the State Voter Registration Database starting in January 2020 through December 2021.

Please provide the above documents on a hard drive if possible. Additional records may be requested in the future based on the analysis on these records.

Per the Scope of Work approved by the Otero County Commission on January 13, 2022, the Audit also includes the examination of the physical records and equipment should take no more than two working days and will be performed under the constant supervision of the county. The examination of the physical records and equipment will include:

1. Scanning of all paper ballots for hand recount offsite.
2. Scanning of all absentee ballot envelopes for analysis offsite.
3. Scanning of paper tabulator tapes and chain of custody documents for analysis offsite.
4. Creation of forensic images of equipment used during the November 2020 election including tabulators, EMS server, routers, and poll books. The forensic images will not alter or damage the election equipment in any way.
5. Test of select tabulators.

Please provide at least three dates of availability to perform the physical examination of records and equipment at your earliest possible convenience. Dates need to consist of two consecutive days for scheduling with the forensic experts who will create the forensic images of the equipment.

Thank you for your attention to these matters and please let us know if you have any questions about the documents and schedule being requested.

Sylvia Tillbrook

From: Lopez, Tracy, SOS <Tracy.Lopez2@state.nm.us>
Sent: Friday, January 28, 2022 9:44 AM
To: Holmes, Robyn; Maes, Selina; Guerra, Denise Y.
Cc: Vigil, Mandy, SOS
Subject: RE: [EXTERNAL] Re: SOS guidance re: IP addresses

Oh good. Sorry about sending it so late. Please let me know if you have any questions or concerns.

Tracy

From: Robyn Holmes <rholmes@co.otero.nm.us>
Sent: Friday, January 28, 2022 9:42 AM
To: Lopez, Tracy, SOS <Tracy.Lopez2@state.nm.us>; Maes, Selina <smaes@co.otero.nm.us>; Guerra, Denise Y. <dguerra@co.otero.nm.us>
Cc: Vigil, Mandy, SOS <Mandy.Vigil@state.nm.us>
Subject: [EXTERNAL] Re: SOS guidance re: IP addresses

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Thank you so much Tracy!
Robyn

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)