

---

**Subject:** RE: Public Records Request (NM-OTERO-22-0139) (OC File #22PRR016)  
**Date:** Tuesday, February 15, 2022 at 1:00:48 PM Eastern Standard Time  
**From:** Sylvia Tillbrook  
**To:** AO Records, rnichols@co.otero.nm.us  
**Attachments:** image001.jpg, image002.png, image003.jpg, Scan2020.pdf, Sylvia C Tillbrook2.vcf

EXTERNAL SENDER

Good Morning Taylor,

Attached you will find additional information that corresponds to your request.  
Should you have any questions, please do not hesitate to contact me.

**Sylvia C Tillbrook**  
Otero County Administration  
Executive Assistant

(575) 437-7427 Work  
[stillbrook@co.otero.nm.us](mailto:stillbrook@co.otero.nm.us)

1101 New York Ave  
Alamogordo, NM 88310

The seal of Otero County, New Mexico, is circular. It features a central figure of a person standing on a green base, possibly representing a Native American or a pioneer. The text "COUNTY OF OTERO" is written in a semi-circle at the top, and "NEW MEXICO" is written at the bottom.

## Sylvia Tillbrook

---

**From:** cgriffin@co.otero.nm.us  
**Sent:** Friday, February 11, 2022 6:17 PM  
**To:** 'Sylvia Tillbrook'  
**Subject:** RE: Public Records Request (NM-OTERO-22-0139) (OC File #22PRR016)

Sylvia,

I can't find anything that would pertain to the public records request. If the county wants to look thru my emails that would be fine but I don't have anything that fits that particular description that I can find.

Thanks,  
Coy

---

**From:** Sylvia Tillbrook <stillbrook@co.otero.nm.us>  
**Sent:** Friday, February 11, 2022 10:58 AM  
**To:** Commissioner Griffin <cgriffin@co.otero.nm.us>  
**Cc:** rnichols@co.otero.nm.us  
**Subject:** Public Records Request (NM-OTERO-22-0139) (OC File #22PRR016)

Good Morning Coy,

Please see the attached IPRA, and forward correspondence that applies.

Thank you,



---

**From:** AO Records [<mailto:records@americanoversight.org>]  
**Sent:** Friday, February 4, 2022 8:24 AM  
**To:** [stillbrook@co.otero.nm.us](mailto: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](mailto:records@americanoversight.org)

[www.americanoversight.org](http://www.americanoversight.org) | @weareoversight

PRR: NM-OTERO-22-0139

## Sylvia Tillbrook

---

**From:** cgriffin@co.otero.nm.us  
**Sent:** Friday, February 11, 2022 6:17 PM  
**To:** 'Sylvia Tillbrook'  
**Subject:** RE: Public Records Request (NM-OTERO-22-0139) (OC File #22PRR016)

Sylvia,  
I can't find anything that would pertain to the public records request. If the county wants to look thru my emails that would be fine but I don't have anything that fits that particular description that I can find.  
Thanks,  
Couy

---

**From:** Sylvia Tillbrook <stillbrook@co.otero.nm.us>  
**Sent:** Friday, February 11, 2022 10:58 AM  
**To:** Commissioner Griffin <cgriffin@co.otero.nm.us>  
**Cc:** rnichols@co.otero.nm.us  
**Subject:** Public Records Request (NM-OTERO-22-0139) (OC File #22PRR016)

Good Morning Couy,

Please see the attached IPRA, and forward correspondence that applies.

Thank you,



---

**From:** AO Records [<mailto:records@americanoversight.org>]  
**Sent:** Friday, February 4, 2022 8:24 AM  
**To:** [stillbrook@co.otero.nm.us](mailto: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](mailto:records@americanoversight.org)

[www.americanoversight.org](http://www.americanoversight.org) | @weareoversight

PRR: NM-OTERO-22-0139

**rnichols@co.otero.nm.us**

---

**From:** gmatherly <gmatherly@co.otero.nm.us>  
**Sent:** Monday, January 24, 2022 6:12 PM  
**To:** rnichols@co.otero.nm.us  
**Subject:** FW: Questions

RB can you give me some accurate answers to these questions. Not sure who this is or where she is going with it.  
Thanks Gerald Matherly

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

**From:** Stephanie Browning <sbrowning1111@outlook.com>  
**Date:** 1/24/22 1:05 PM (GMT-07:00)  
**To:** gmatherly@co.otero.nm.us  
**Subject:** Questions

Good afternoon.

I am a resident of Otero County. I understand all three of our county commissioners have voted to initiate an audit of the 2020 election in Otero County and that this will cost taxpayers a minimum of about \$50,000. I have some concerns and questions regarding this decision.

1. What is/are the reason(s) for requesting this audit?
2. Are there credible allegations of voter fraud in Otero County? If so, who or what agency is investigating those allegations?
3. How will you ensure that voters' personal information will be protected?
4. Who will be conducting the audit in Otero County, what other audits have they conducted, and what are their credentials?
5. What methods will be used to conduct the audit? Will the auditors have access to voting machines and/or original ballots cast in Otero County?
6. Since Otero Commissioners are requesting the audit, how do each and every member of the county commission propose to ensure this audit is conducted in a legal and ethical manner and ensure our election process is not degraded, impaired, or tainted by this audit?
7. How do each and every county commissioner intend to protect our ballots and voting machines and ensure that taxpayer dollars are not misused?

I would appreciate a timely response.

Thank you,

Stephanie Browning  
sbrowning1111@outlook.com  
575-551-0074

Get [Outlook for iOS](#)



----- Original message -----

From: Stephanie Browning <[sbrowning1111@outlook.com](mailto:sbrowning1111@outlook.com)>

Date: 1/24/22 1:05 PM (GMT-07:00)

To: [gmatherly@co.otero.nm.us](mailto:gmatherly@co.otero.nm.us)

Subject: Questions

Good afternoon.

I am a resident of Otero County. I understand all three of our county commissioners have voted to initiate an audit of the 2020 election in Otero County and that this will cost taxpayers a minimum of about \$50,0000. I have some concerns and questions regarding this decision.

1. What is/are the reason(s) for requesting this audit?
2. Are there credible allegations of voter fraud in Otero County? If so, who or what agency is investigating those allegations?
3. How will you ensure that voters' personal information will be protected?
4. Who will be conducting the audit in Otero County, what other audits have they conducted, and what are their credentials?
5. What methods will be used to conduct the audit? Will the auditors have access to voting machines and/or original ballots cast in Otero County?
6. Since Otero Commissioners are requesting the audit, how do each and every member of the county commission propose to ensure this audit is conducted in a legal and ethical manner and ensure our election process is not degraded, impaired, or tainted by this audit?
7. How do each and every county commissioner intend to protect our ballots and voting machines and ensure that taxpayer dollars are not misused?

I would appreciate a timely response.

Thank you,

Stephanie Browning

[sbrowning1111@outlook.com](mailto:sbrowning1111@outlook.com)

575-551-0074

Get [Outlook for iOS](#)

**From:** rnichols@co.otero.nm.us  
**Sent:** Tuesday, January 25, 2022 11:49 AM  
**To:** 'sbrowning1111@outlook.com'  
**Cc:** 'gmatherly@co.otero.nm.us'  
**Subject:** RE: Questions

Hi Stephanie,

Commissioner Matherly requested that I respond to your questions and concerns regarding the election audit.

1. What is/are the reason(s) for requesting this audit?

NM Audit Force, a group composed of volunteer experts and ordinary citizens, presented to the Commission a report alleging election manipulation in NM including Otero County. The report can be found here: [https://dow9ovyck6w7.cloudfront.net/media\\_items/68749-NM\\_Voter\\_Fraud\\_Report\\_with\\_Appendices.pdf?1633970140](https://dow9ovyck6w7.cloudfront.net/media_items/68749-NM_Voter_Fraud_Report_with_Appendices.pdf?1633970140) This presentation convinced the Commission that an audit is warranted.

Further a significant number of US citizens have doubts about the integrity of our election process and the results of the 2020 election. The purpose of the audit is to either validate those concerns or lay them to rest. NM conducts risk limiting audits after an election meaning only small samples of ballots are reviewed. The Commission believes a full and comprehensive audit is required to restore people's faith in the integrity of our election process.

2. Are there credible allegations of voter fraud in Otero County? If so, who or what agency is investigating those allegations?

As noted above, NM Audit Force has presented allegations and potential evidence of voter fraud. The purpose of the audit is to verify or refute these allegations. If the audit uncovers evidence of fraud, it will be turned over to local law enforcement and state agencies for further action.

3. How will you ensure that voters' personal information will be protected?

We will ensure the audit and release of information is consistent with state statute and guidance from the Office of the Secretary of State. Where necessary information will be redacted or withheld.

4. Who will be conducting the audit in Otero County, what other audits have they conducted, and what are their credentials?

The prime contractor who will be leading the audit is EchoMail. EchoMail is owned and operated by Dr. V.A. Shiva Ayyadurai. He is the inventor of email and polymath, holds four degrees from MIT, is a world-renowned systems scientist, inventor and entrepreneur. He is a Fulbright Scholar, Lemelson-MIT Awards Finalist, India's First Outstanding Scientist and Technologist of Indian Origin, Westinghouse Science Talen Honors Award recipient, and a nominee for the U.S. National Medal of Technology and Innovation. More information can be found here: [www.echomail.com](http://www.echomail.com)

The type of audit that will be performed in Otero County is a fairly new concept and approach, yet Dr. Ayyadurai has already been involved in election audits in Pima County, Arizona, Maricopa County, Arizona, and extensive election analysis work in Massachusetts.

5. What methods will be used to conduct the audit? Will the auditors have access to voting machines and/or original ballots cast in Otero County?

The audit will seek to verify the integrity of the election from the paper election records, to the digital election records, to the machines used to perform the election. The audit will ensure ballots cast match the reported results.

The paper and digital records are clearly defined in NM state statutes as being public documents open for inspection.

6. Since Otero Commissioners are requesting the audit, how do each and every member of the county commission propose to ensure this audit is conducted in a legal and ethical manner and ensure our election process is not degraded, impaired, or tainted by this audit?

The Commission has hired trained professionals who understand the state statutes regarding elections and will properly handle the data received. County officials will only release information in accordance with state law and guidance. Significant precedent already exists for obtaining the types of documents and records requested in several other counties in NM. The equipment will be handled by trained professionals who guarantee that no equipment will be harmed or altered as a result of the audit inspection. The equipment inspection that will take place is not out of the ordinary for the professionals who will be inspecting the machines. The intent and purpose of the audit is to restore faith and confidence in the integrity of our election process.

7. How do each and every county commissioner intend to protect our ballots and voting machines and ensure that taxpayer dollars are not misused?

The Commissioners' intent is to use taxpayer dollars to ensure our elections are fair and free of fraud, manipulation, and outside influence. Additionally, the Commission seeks to restore the confidence of the residents that are questioning the integrity of elections. The Commission meeting where the expenditure was approved was very well attended and "standing room only." All members of the public who spoke were in support of the audit and the expenditure required. The information released to Echomail for the audit will be released in accordance with NM law.

Please let me know if you have additional questions or concerns.

Very respectfully,

**R. B. Nichols**

*Otero County Attorney*

Otero County Administration Building

1101 New York Avenue

Alamogordo, New Mexico 88310

575-437-7427 (telephone)

866-986-8376 (toll-free)

575-443-2928 (facsimile)

[rnichols@co.otero.nm.us](mailto:rnichols@co.otero.nm.us)

**From:** gmatherly <gmatherly@co.otero.nm.us>  
**Sent:** Friday, January 28, 2022 9:43 AM  
**To:** RNICHOLS@CO.OTERO.NM.US  
**Subject:** FW: election audit

Sent from my Verizon, Samsung Galaxy smartphone

**More questions**

----- Original message -----

**From:** David Clark <daveclarknm@gmail.com>  
**Date:** 1/27/22 12:12 PM (GMT-07:00)  
**To:** gmatherly@co.otero.nm.us  
**Subject:** election audit

Dear Mr. Matherly;

I am a resident of Otero County, district 1.

I understand that all three of our county commissioners have voted to initiate an audit of the 2020 election in Otero County, and that this will cost taxpayers a minimum of about \$50,000. I have some concerns and questions regarding this decision.

1. What is/are the reason(s) for requesting this audit?
2. Are there credible allegations of voter fraud in Otero County? If so, who or what agency is investigating those allegations?
3. Who will be conducting the audit in Otero County, what other audits have they conducted, and what are their credentials?
4. What methods will be used to conduct the audit? Will the auditors have access to voting machines and/or original ballots cast in Otero County?
5. Since Otero Commissioners are requesting the audit, how do each and every member of the county commission propose to ensure this audit is conducted in a legal and ethical manner and ensure our election process is not degraded, impaired, or tainted by this audit?
6. How do each and every county commissioner intend to protect our ballots and voting machines and ensure that taxpayer dollars are not misused?

Thank you;

- Dave Clark

**From:** David Clark <daveclarknm@gmail.com>  
**Sent:** Friday, January 28, 2022 11:24 AM  
**To:** rnichols@co.otero.nm.us  
**Subject:** Re: election audit

Dear Mr. Nichols;

Given that Trump won Otero County with a 63% vote, what is the purpose of spending \$50,000 of the taxpayer's money for this audit?

Dr. Ayyadurai's past technological accomplishments is irrelevant. He's well known for voicing several election fraud conspiracy theories, including the incredibly foolish claim that Massachusetts destroyed over a million ballots in the 2020 Republican Senate primary. He has zero credibility.

This whole audit smacks of a desperate attempt to sow doubt in the minds of voters about the proven reliability of our election process, because the Otero County commissioners (one of whom said "the only good Democrat is a dead Democrat") wish that Donald Trump won the 2020 Presidential election. It's not only a waste of taxpayers' money, but is dangerous to democracy.

I see that Brian Colon is on the case ... I will monitor his progress.

Thank you.

- Dave Clark

On 1/28/22 10:23 AM, [rnichols@co.otero.nm.us](mailto:rnichols@co.otero.nm.us) wrote:

Hi David,

Commissioner Matherly requested that I respond to your questions and concerns regarding the election audit.

1. What is/are the reason(s) for requesting this audit?

NM Audit Force, a group composed of volunteer experts and ordinary citizens, presented to the Commission a report alleging election manipulation in NM including Otero County. The report can be found

here: [https://dow9ovyck6w7.cloudfront.net/media\\_items/68749-NM\\_Voter\\_Fraud\\_Report\\_with\\_Appendices.pdf?1633970140](https://dow9ovyck6w7.cloudfront.net/media_items/68749-NM_Voter_Fraud_Report_with_Appendices.pdf?1633970140) This presentation convinced the Commission that an audit is warranted.

Further, a significant number of US citizens have doubts about the integrity of our election process and the results of the 2020 election. The purpose of the audit is to either validate those concerns or lay them to rest. NM conducts risk limiting audits after an election meaning only small samples of ballots are reviewed. The Commission

believes a full and comprehensive audit is required to restore people's faith in the integrity of our election process.

2. Are there credible allegations of voter fraud in Otero County? If so, who or what agency is investigating those allegations?

As noted above, NM Audit Force has presented allegations and potential evidence of voter fraud. The purpose of the audit is to verify or refute these allegations. If the audit uncovers evidence of fraud, it will be turned over to local law enforcement and state agencies for further action.

3. How will you ensure that voters' personal information will be protected?

We will ensure the audit and release of information is consistent with state statute and guidance from the Office of the Secretary of State. Where necessary information will be redacted or withheld.

4. Who will be conducting the audit in Otero County, what other audits have they conducted, and what are their credentials?

The prime contractor who will be leading the audit is EchoMail. EchoMail is owned and operated by Dr. V.A. Shiva Ayyadurai. He is the inventor of email and polymath, holds four degrees from MIT, is a world-renowned systems scientist, inventor and entrepreneur. He is a Fulbright Scholar, Lemelson-MIT Awards Finalist, India's First Outstanding Scientist and Technologist of Indian Origin, Westinghouse Science Talen Honors Award recipient, and a nominee for the U.S. National Medal of Technology and Innovation. More information can be found here: [www.echomail.com](http://www.echomail.com)

The type of audit that will be performed in Otero County is a fairly new concept and approach, yet Dr. Ayyadurai has already been involved in election audits in Pima County, Arizona, Maricopa County, Arizona, and extensive election analysis work in Massachusetts.

5. What methods will be used to conduct the audit? Will the auditors have access to voting machines and/or original ballots cast in Otero County?

The audit will seek to verify the integrity of the election from the paper election records, to the digital election records, to the machines used to perform the election. The audit will ensure ballots cast match the reported results.

The paper and digital records are clearly defined in NM state statutes as being public documents open for inspection.

6. Since Otero Commissioners are requesting the audit, how do each and every member of the county commission propose to ensure this audit is conducted in a legal and ethical manner and ensure our election process is not degraded, impaired, or tainted by this audit?

The Commission has hired trained professionals who understand the state statutes regarding elections and will properly handle the data received. County officials will only

release information in accordance with state law and guidance. Significant precedent already exists for obtaining the types of documents and records requested in several other counties in NM. The equipment will be handled by trained professionals who guarantee that no equipment will be harmed or altered as a result of the audit inspection. The equipment inspection that will take place is not out of the ordinary for the professionals who will be inspecting the machines. The intent and purpose of the audit is to restore faith and confidence in the integrity of our election process.

7. How do each and every county commissioner intend to protect our ballots and voting machines and ensure that taxpayer dollars are not misused?

The Commissioners' intent is to use taxpayer dollars to ensure our elections are fair and free of fraud, manipulation, and outside influence. Additionally, the Commission seeks to restore the confidence of the residents that are questioning the integrity of elections. The Commission meeting where the expenditure was approved was very well attended and "standing room only." All members of the public who spoke were in support of the audit and the expenditure required. The information released to Echomail for the audit will be released in accordance with NM law.

Please let me know if you have additional questions or concerns.

Very respectfully,

**R. B. Nichols**

*Otero County Attorney*  
Otero County Administration Building  
1101 New York Avenue  
Alamogordo, New Mexico 88310  
575-437-7427 (telephone)  
866-986-8376 (toll-free)  
575-443-2928 (facsimile)  
[rnichols@co.otero.nm.us](mailto:rnichols@co.otero.nm.us)



----- Original message -----

From: David Clark <[daveclarknm@gmail.com](mailto:daveclarknm@gmail.com)>  
Date: 1/27/22 12:12 PM (GMT-07:00)  
To: [gmatherly@co.otero.nm.us](mailto:gmatherly@co.otero.nm.us)  
Subject: election audit

Dear Mr. Matherly;

I am a resident of Otero County, district 1.

I understand that all three of our county commissioners have voted to initiate an audit of the 2020 election in Otero County, and that this will cost taxpayers a minimum of about \$50,000. I have some concerns and questions regarding this decision.

1. What is/are the reason(s) for requesting this audit?
2. Are there credible allegations of voter fraud in Otero County? If so, who or what agency is investigating those allegations?
3. Who will be conducting the audit in Otero County, what other audits have they conducted, and what are their credentials?
4. What methods will be used to conduct the audit? Will the auditors have access to voting machines and/or original ballots cast in Otero County?
5. Since Otero Commissioners are requesting the audit, how do each and every member of the county commission propose to ensure this audit is conducted in a legal and ethical manner and ensure our election process is not degraded, impaired, or tainted by this audit?
6. How do each and every county commissioner intend to protect our ballots and voting machines and ensure that taxpayer dollars are not misused?

Thank you;

- Dave Clark

## Sylvia Tillbrook

---

**From:** cgriffin@co.otero.nm.us  
**Sent:** Wednesday, February 2, 2022 2:30 PM  
**To:** Sylvia C Tillbrook  
**Subject:** FW: Audit Proposal

**From:** Pamela Heltner <pheltner@co.otero.nm.us>  
**Sent:** Wednesday, December 29, 2021 11:35 AM  
**To:** 'erin hughes' <erin\_hughes@yahoo.com>; stillbrook@co.otero.nm.us  
**Cc:** cgriffin@co.otero.nm.us; vmarquardt@co.otero.nm.us; 'gmatherly' <gmatherly@co.otero.nm.us>; rnichols@co.otero.nm.us  
**Subject:** RE: Audit Proposal

Good morning Erin,

Thank you for the email. RB will need to reach out to the company and prepare a professional services agreement to add to the agenda for the Monday deadline.

Thank you.

Pamela



Pamela Heltner, CPO, CPS  
County Manager  
1101 New York Ave. Room 106  
Alamogordo, NM 88310  
Tel: 575-437-7427  
Fax: 575-443-2928  
[pheltner@co.otero.nm.us](mailto:pheltner@co.otero.nm.us)

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.

**From:** erin hughes <[erin\\_hughes@yahoo.com](mailto:erin_hughes@yahoo.com)>  
**Sent:** Wednesday, December 29, 2021 11:28 AM  
**To:** [pheltner@co.otero.nm.us](mailto:pheltner@co.otero.nm.us); [stillbrook@co.otero.nm.us](mailto:stillbrook@co.otero.nm.us)  
**Cc:** [cgriffin@co.otero.nm.us](mailto:cgriffin@co.otero.nm.us)  
**Subject:** Audit Proposal

Dear Pamela,

Please find attached the full proposal for the Otero County audit. The total comes to \$49,750. I realize that is over the \$30,000 estimate that we discussed in the November County Commission meeting. If the higher cost is going to be a problem - we have partners who are willing to help fundraise the difference.

Please let me know if you have any edits or questions you want to discuss.

Thank you,  
Erin Clements  
575.680.4004



December 29, 2021

V.A. Shiva Ayyadurai, PhD  
EchoMail, Inc.  
701 Concord Avenue  
Cambridge, MA 02138  
e: [vashiva@vashiva.com](mailto:vashiva@vashiva.com)  
m: 1-617-631-6874

Gerald Matherly, Couy Griffin, and Vickie Marquardt  
Commissioners for Otero County Commission  
101 New York Avenue  
Alamogordo, NM 88310

**RE: Otero County Audit of 2020 Election**

Dear Honorable Commissioners:

EchoMail, Inc. (“ECHOMAIL”) is pleased to serve Otero County, (“CUSTOMER”) in the auditing of the November 2020 General Election (“Election”). Per our understanding, ECHOMAIL will be serve as the prime contractor and be responsible for the deployment of the EchoMail® Election Systems Integrity™ (ESI) platform to perform the audit for the Election. Based on our review of the requirements, EchoMail will provide the following:

- (1) **Integrated Data Warehouse** - Creation of an integrated data warehouse that will include such data as following: County’s Voter Rolls, Participating Voter List, Cast Vote Records (CVRs), Images of the Return Ballot Envelopes, Ballot Images (from the Election Management System – EMS), Paper Ballot Scans, Door-to-Door Canvass data. Ref. Schedule A.
- (2) **Data Analytics** – Data analysis will include evaluation of registrations and votes cast at the precinct level and by vote type.
- (3) **Processing of Ballot Images** - Employ EchoMail to analyze approximately up to 25,000 Ballot Images. The Ballot Images are defined to be those images that are produced from the scanning of paper ballots by the County during the Election from their election management system (“EMS”) . EchoMail will perform image analysis of the Ballot Images to calculate the vote counts for the Races. These vote counts will be compared with the Cast Vote Records (“CVR”). A formal report will be submitted of the findings. Ref. Schedule B.
- (4) **Paper Ballot Scan Comparison with Ballot Images** – Perform image analysis of the Paper Ballot Scans to calculate the vote counts for the Races (Paper Ballot Scans are the images generated by the scanning of the paper ballots). These vote counts will be compared with the Cast Vote Records (“CVR”). EchoMail will perform Image processing to determine the paired Paper Ballot Scan with its Ballot Image, and then evaluate if the vote counts across the pair are the same; and if not, will denote the discrepancies. A formal report will be submitted of the findings. Ref. Schedule C.
- (5) **Return Ballot Envelope Signature Presence Detection** - Perform EchoMail® Pattern Recognition Classification to determine presence of Blanks, Scribbles, and Signature on Return Ballot Envelope Images. A formal report will be submitted of the findings. Ref. Schedule D.



- (6) **Return Ballot Envelope Signature Verification Error Determination** - Perform an independent calculation of the error rates of the Count’s Signature Verification by employing EchoMail® Pattern Recognition Classification capabilities to determine how many of the signatures on unique EVB return envelopes would be classified as “Good Signatures” or “Bad Signatures” before any curing process is executed. Ref. Schedule E.
- (7) **Full Voter Registration Canvass** - Perform door-to-door canvass of Otero County voter registration database to determine accuracy of voter registration database. Canvass will be staffed by volunteers under the direction of New Mexico Audit Force (“Volunteers”) with guidance from EchoMail.

Total investment for this effort from Otero County will be \$49,750 as outlined in Schedule A. The Payment Schedule is as follows:

| <u>Timing</u>   | <u>Amount</u> |
|---|---------------|
| Upon execution of this letter and Master Agreement and Schedule A | - \$24,875.00 |
| February 1, 2022  | - \$24,875.00 |

Note: Schedules B through E will be funded by EchoMail's partners.

Sincerely,

Dr. Shiva Ayyadurai  
 President/CEO  
 EchoMail, Inc.

Encl: Master Agreement  
 Schedules A-E



**SCHEDULE A**

**Customer Name:** Otero County Commission (“CUSTOMER”)  
**Customer Address:** 101 New York Avenue, Alamogordo, NM 88310  
**Effective Term:** January 1, 2022 – May 1, 2022  
**County:** Otero County (“County”)  
**Election:** 2020 General Election (“Election”)

**Title:** Integrated Data Warehouse and Analytics

**Statement of Work**

- (1) **Integrated Data Warehouse** - Creation of an integrated data warehouse that will include such data as following: County’s Voter Rolls, Participating Voter List, Cast Vote Records (CVRs), Images of the Return Ballot Envelopes, Ballot Images (from the Election Management System – EMS), Paper Ballot Scans, Door-to-Door Canvass data.
- (2) **Data Analytics** – Data analysis will include evaluation of registrations and votes cast at the precinct level and by vote type.

**Pricing Schedule**

| Part Number          | Part Description                   | Units | Unit Cost        | One-Time            | Recurring      |
|----------------------|------------------------------------|-------|------------------|---------------------|----------------|
|                      | <b>Professional Services</b>       |       |                  |                     |                |
| EM-PS-PROJ-PLAN      | Project Planning                   | 1     | \$ 3,000.00      | \$ 3,000.00         | \$ 0.00        |
| EM-DW-100EPU - SETUP | Integrated EchoMail® DataWarehouse | 1     | \$ 12,500.00     | \$ 12,500.00        | \$ 0.00        |
| EXT-FORENSICS        | Hardware Forensics                 | 1     | \$ 14,500.00     | \$ 14,500.00        | \$ 0.00        |
| EM-ANALYTICS         | Data Analytics and Reporting       | 1     | \$ 7,500.00      | \$ 7,500.00         | \$ 0.00        |
|                      |                                    |       | <b>Sub-Total</b> | <b>\$ 37,500.00</b> | <b>\$ 0.00</b> |
|                      | <b>Licenses</b>                    |       |                  |                     |                |
| EM-DW-LICENSE        | EchoMail® DataWarehouse            | 1     | \$ 12,250.00     | \$ 12,250.00        | \$ 0.00        |
|                      |                                    |       | <b>Sub-Total</b> | <b>\$ 12,250.00</b> | <b>\$ 0.00</b> |
|                      |                                    |       | <b>NET-Total</b> | <b>\$ 49,750.00</b> | <b>\$ 0.00</b> |

**Other Terms:**

Additional charges shall apply at the Unit Price set forth above in the event that quantity of use of the foregoing licensed Software and Services exceeds purchased amounts hereunder. Such additional charges shall be billed to the CUSTOMER on monthly basis. ECHOMAIL shall issue no credits to CUSTOMER for any licenses not used by CUSTOMER On the expiration date, and unused licenses may not be carried over into subsequent periods.

In the event CUSTOMER requests ECHOMAIL with prior written confirmation to ECHOMAIL to take specific actions, for example travel for onsite training or strategy meeting, shipping data on physical media such as tapes or disks etc., costs of shipping, telecommunications, mailing, traveling and out-of-pocket expenses incurred by EchoMail, Inc. in the performance of such actions are not included herein, and will be billed directly to CUSTOMER on a monthly basis.



This Schedule is governed by the EchoMail Software & Services Licensing Agreement. If there is any conflict between this Schedule and the EchoMail Software & Services Licensing Agreement, all terms of the EchoMail Software & Services Licensing Agreement shall control, except payment terms. Payment is due prior to start of work and use of Software and Services. Both parties agree to the foregoing as of this \_\_\_ day of \_\_\_\_\_ in the year of 2022, and to execute their performance obligations as set forth herein.

ECHOMAIL Authorized Representative

CUSTOMER Authorized Representative

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**SCHEDULE B**

**Effective Term:** January 1, 2022 – May 1, 2022

**County:** Otero County (“County”)

**Election:** 2020 General Election (“Election”)

**Est. Number of Voters:** 25,000 +/- 10%

**Number of Races:** All Races in Otero County (“Races”)

**Number of Ballot Types:** TBD (“Ballot Types”)

**Title:** Processing of Digital Ballot Images

**Statement of Work**

Employ EchoMail to analyze approximately up to 25,000 Ballot Images. The Ballot Images are defined to be those images that are produced from the scanning of paper ballots by the County during the Election from their election management system (“EMS”). EchoMail will perform image analysis of the Ballot Images to calculate the vote counts for the Races. These vote counts will be compared with the Cast Vote Records (“CVR”). A formal report will be submitted of the findings.

County Provided Data - County will provide ECHOMAIL the following data:

1. Ballot images from EMS in a commonly used digital format e.g. TIFF;
2. CVR database;
3. Ballot Types templates, each pre-encoded by County for Races

County is expected to provide the above data to ECHOMAIL, ideally shipped on a hard drive. Other methods may be used; however, unless the data is not substantially large upload and download times may be significant. ECHOMAIL will provide training to Volunteers on how to encode a Ballot Type template.

ECHOMAIL Processing – EchoMail will perform the following processing on each ballot image per ballot type:

1. Use the Ballot Type information provided by County to process a Race
2. Pre-process i.e. auto-align, size calibrate, etc. the ballot image
3. Identify choices for each of the Races
4. Store results in relational database for reporting and analysis

ECHOMAIL Deliverables - EchoMail will deliver the following data:

1. Tabulated counts for Races
2. Comparison of EchoMail tabulated counts with that reported in CVR for Races

**Pricing Schedule**

| Part Number     | Part Description   |
|-----------------|--|
|                 | <b>Professional Services</b>   |
| EM-DW-IMG-SETUP | Setup of EchoMail Data Warehousing for Image Processing including receipt and uploading of all Ballot Images |
| EM-RPT-Services | Preparation of Final Report for submission to Attorney General or Election Official.                         |
| EM-PS-PROJ-MGT  | Project Management   |
|                 |  |



|                 | Licenses   |
|-----------------|--|
| EM-BI-10EPU-SVR | EchoMail Ballot Image Processing Server (up to 10 EPU <sup>1</sup> ) |

<sup>1</sup> One (1) EPU equals for 10,000 Ballot images.



## SCHEDULE C

**Effective Term:** January 1, 2022 – May 1, 2022  
**County:** Otero County (“County”)  
**Election:** 2020 General Election (“Election”)  
**County:** Otero County (“County”)  
**Est. Number of Voters:** 25,000 +/- 10%  
**Number of Races:** TBD (“Races”)  
**Number of Ballot Types:** TBD (“Ballot Types”)

**Title:** Paper Ballot Scan Comparison with Ballot Images

### Statement of Work

This Statement of Work assumes that Ballot Image processing has been completed through another Schedule. For this Statement of Work, ECHOMAIL will receive scanned versions of the Paper Ballots (“Paper Ballot Scans”) from County. EchoMail will perform image analysis of the Paper Ballot Scans to calculate the vote counts for the Races. These vote counts will be compared with the Cast Vote Records (“CVR”). ECHOMAIL will perform Image processing to determine the paired Paper Ballot Scan with its Ballot Image, and then evaluate if the vote counts across the pair are the same; and if not, will denote the discrepancies. A formal report will be submitted of the findings.

County Provided Data - County will provide ECHOMAIL the following data:

1. Paper Ballot Scans in a commonly used digital format e.g. TIFF;
2. CVR database (if not already provided from previous Schedule)
3. Ballot Types templates, each pre-encoded by County for Races (if not provided from previous Schedule)

County is expected to provide the above data to ECHOMAIL, ideally shipped on a hard drive. Other methods may be used; however, unless the data is not substantially large upload and download times may be significant. ECHOMAIL will provide training to Volunteers on how to encode a Ballot Type template.

ECHOMAIL Processing – EchoMail will perform the following processing on each Paper Ballot Scan per ballot type:

1. Use the Ballot Type information provided by County to process a Race
2. Pre-process i.e. auto-align, size calibrate, etc. the Paper Ballot Scan
3. Identify choices for each of the Races
4. Identify the Ballot Image pair for a Paper Ballot Scan
5. Compare the results of the Ballot Image with the Paper Ballot Scan
6. Store results in relational database for reporting and analysis

ECHOMAIL Deliverables - EchoMail will deliver the following data:

1. Tabulated counts for Races for the Paper Ballot Scans
2. Comparison of EchoMail tabulated counts of Paper Ballot Scans with that reported in CVR for Races
3. Comparison of the Paper Ballot Scan Races tabulation with the Ballot Images tabulation.

### Pricing Schedule



| Part Number     | Part Description  |
|-----------------|---|
|                 | <b>Professional Services</b>  |
| EM-DW-IMG-SETUP | Setup of EchoMail Data Warehousing for Image Processing including receipt and uploading of all Paper Ballot Scans |
| EM-RPT-SRVICES  | Preparation of Final Report for submission to Attorney General or Election Official.                              |
| EM-PS-PROJ-MGT  | Project Management  |
|                 |   |
|                 | <b>Licenses</b>   |
| EM-BI-10EPU-SVR | EchoMail Paper Ballot Scan Processing Server (up to 10 EPU <sup>1</sup> )   |
| EM-BI-10EPU-SVR | EchoMail Comparison Processing of Paper Ballot Scan with Ballot Images (up to 10 EPU <sup>1</sup> )               |

<sup>1</sup> One (1) EPU equals for 10,000 Paper Ballot Scans



**SCHEDULE D**

**Effective Term:** January 1, 2022 – May 1, 2022

**County:** Otero County (“County”)

**Election:** 2020 General Election (“Election”)

**Est. Number of Envelopes:** 6,000

**Title:**Return Ballot Envelope Signature Presence Detection

**Statement of Work**

This project aims to perform an EchoMail® Pattern Recognition Classification to determin presence of Blanks, Scribbles, and Signature on Return Ballot Envelope Images.

County Responsibilities - County will:

- 1) Provide envelope images from the County for the Election
- 2) Ensure envelope images are delivered via postal mail on a hard drive or uploaded to a secure repository for ECHOMAIL to download

ECHOMAIL Processing – EchoMail will perform the following processing on each envelope image:

- 1) Pre-process i.e. auto-align, size calibrate, etc. the envelope image
- 2) Detect if a signature does not exist on an envelope
- 3) Tabulate the total number of envelopes with and without signatures

ECHOMAIL Deliverables - EchoMail will deliver the following:

- 1) Total number of envelopes with blank signatures (pixel density is 0% to 0.1%)
- 2) Total number of envelopes with potential scribbles (pixel density is 0.1% to 1%)
- 3) Total number of envelopes with potential signatures (pixel density is greater than 1%)
- 4) Images of Return Ballot Envelopes containing no signatures

NOTE: Deliverables are dependent on County providing data in a timely manner.

**Pricing Schedule**

| Part Number     | Part Description   |
|-----------------|--|
|                 | <b>Professional Services</b>                                       |
| EM-BI-SETUP     | Setup EchoMail Business Intelligence Server                        |
| EM-RPT-SERVICES | Data Reporting Services  |
| EM-PS-PROJ-MGT  | Project Management   |
|                 | <b>Licenses</b>  |
| EM-BI-10EPU-SVR | EchoMail Business Intelligence Server (up to 10 EPU <sup>1</sup> ) |
|                 |  |
|                 |  |

<sup>1</sup> One (1) EPU equals the processing of up to 10,000 images.



## SCHEDULE E

**Effective Term:** January 1, 2022 – May 1, 2022  
**County:** Otero County (“County”)  
**Election:** 2020 General Election (“Election”)

**Est. Number of Envelopes:** 2,500

**Title:** Ballot Envelope Signature Verification Error Determination

### **Statement of Work:**

This project aims to perform an independent calculation of the error rates of the Count’s Signature Verification by employing EchoMail’s pattern recognition classification capabilities to determine how many of the signatures on unique EVB return envelopes would be classified as “Good Signatures” or “Bad Signatures” before any curing process is executed.

County Responsibilities – County shall provide the following to EchoMail:

- 1) Provide all EVB return envelope images in – full size – format for the County in the Election
- 2) Provide Voter Registration file containing for each voter, their name, voter-ID, address, etc. including the digital image of the voter’s signature or take direction from ECHOMAIL in acquiring the statistically significant number of signature images from other publicly available source.
- 3) The Standardized Operating Procedure (SOP) and/or the algorithms used by County for Signature Verification

ECHOMAIL Processing – EchoMail will perform the following processing:

- 1) If the algorithm used by County is provided, implement the algorithm into EchoMail’s system; and, if not, deploy EchoMail® Signature Matching Process;
- 2) For a particular voter-ID, pre-process i.e. auto-align, size calibrate, etc. the EVB return envelope image to extract the Signature Region and the signature of the voter in that Signature Region;
- 3) Execute feature extraction on signature extracted from Signature Region of EVB return envelope image to acquire the signature image alone;
- 4) For a particular voter-ID, pre-process i.e. auto-align, size calibrate, etc. each digital image of a signature from Voter Registration file or the public source to extract the signature alone;
- 5) Execute feature extraction on the signature from the Voter Registration file or public source to acquire the signature image alone;
- 6) Perform signature matching analysis either using the 27-point algorithm or EchoMail’s Signature Matching Process; and,
- 7) Categorise the signature matches as either “Good Signature” or “Bad Signature” based on specified thresholds.

ECHOMAIL Deliverables - EchoMail will deliver the following:

- 1) A report of signature matches across a statistically determined sample
- 2) Segmentation of the signatures categorized as “Bad Signatures”
- 3) An image library containing for each EVB return envelope image, its related image in the Voter Registration file or public source



**Pricing Schedule**

| <b>Part Number</b> | <b>Part Description</b>  |
|--------------------|--|
|                    | <b>Professional Services</b>                                       |
| EM-BI-SETUP        | Setup EchoMail Business Intelligence Server                        |
| EM-RPT-SERVICES    | Data Reporting Services  |
| EM-PS-PROJ-MGT     | Project Management   |
|                    | <b>Licenses</b>  |
| EM-BI-10EPU-SVR    | EchoMail Business Intelligence Server (up to 10 EPU <sup>1</sup> ) |
|                    |  |

<sup>1</sup> One (1) EPU equals the processing of up to 10,000 images.

## Sylvia Tillbrook

---

**From:** cgriffin@co.otero.nm.us  
**Sent:** Wednesday, February 2, 2022 2:30 PM  
**To:** Sylvia C Tillbrook  
**Subject:** FW: Next Meeting

**From:** cgriffin@co.otero.nm.us <cgriffin@co.otero.nm.us>  
**Sent:** Tuesday, November 16, 2021 12:48 PM  
**To:** 'Pamela Heltner' <pheltner@co.otero.nm.us>  
**Subject:** Next Meeting

Pamela,

Hope all's going good. Can you please reach out to Rachel Black to have present during scheduled communications with James Wimberley and Eileen Acres as well as Robyn to be present with the presentation on Election Integrity with Erin Clements.

Thanks Pamela,  
Coy

## Sylvia Tillbrook

---

**From:** cgriffin@co.otero.nm.us  
**Sent:** Wednesday, February 2, 2022 2:30 PM  
**To:** Sylvia C Tillbrook  
**Subject:** FW: Next Meeting

**From:** Pamela Heltner <pheltner@co.otero.nm.us>  
**Sent:** Tuesday, November 16, 2021 1:09 PM  
**To:** cgriffin@co.otero.nm.us  
**Subject:** RE: Next Meeting

Of course I can. I'll call her right away.



Pamela Heltner, CPO, CPS  
County Manager  
1101 New York Ave. Room 106  
Alamogordo, NM 88310  
Tel: 575-437-7427  
Fax: 575-443-2928  
[pheltner@co.otero.nm.us](mailto:pheltner@co.otero.nm.us)

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.

**From:** [cgriffin@co.otero.nm.us](mailto:cgriffin@co.otero.nm.us) <[cgriffin@co.otero.nm.us](mailto:cgriffin@co.otero.nm.us)>  
**Sent:** Tuesday, November 16, 2021 12:48 PM  
**To:** 'Pamela Heltner' <[pheltner@co.otero.nm.us](mailto:pheltner@co.otero.nm.us)>  
**Subject:** Next Meeting

Pamela,

Hope all's going good. Can you please reach out to Rachel Black to have present during scheduled communications with James Wimberley and Eileen Acres as well as Robyn to be present with the presentation on Election Integrity with Erin Clements.

Thanks Pamela,  
Coy

## Sylvia Tillbrook

---

**From:** cgriffin@co.otero.nm.us  
**Sent:** Wednesday, February 2, 2022 2:31 PM  
**To:** Sylvia C Tillbrook  
**Subject:** FW: Audit Proposal  
**Attachments:** EchoMail-Master-Software-Services-Agreement-Otero-County-New-Mexico.pdf

**From:** erin hughs <erin\_hughs@yahoo.com>  
**Sent:** Wednesday, December 29, 2021 11:39 AM  
**To:** stillbrook@co.otero.nm.us; Pamela Heltner <pheltner@co.otero.nm.us>  
**Cc:** cgriffin@co.otero.nm.us; vmarquardt@co.otero.nm.us; 'gmatherly' <gmatherly@co.otero.nm.us>;  
rnichols@co.otero.nm.us  
**Subject:** Re: Audit Proposal

That sounds great, Pamela.

I attached the Services Agreement the contractor would like to use if it's acceptable to the County.

Please let me know if you need anything else from me to get this ready for Monday.

Thank you,  
Erin Clements  
575.680.4004

On Wednesday, December 29, 2021, 12:33:57 PM CST, Pamela Heltner <[pheltner@co.otero.nm.us](mailto:pheltner@co.otero.nm.us)> wrote:

Good morning Erin,

Thank you for the email. RB will need to reach out to the company and prepare a professional services agreement to add to the agenda for the Monday deadline.

Thank you.

Pamela



Pamela Heltner, CPO, CPS

County Manager

1101 New York Ave. Room 106

Alamogordo, NM 88310

Tel: 575-437-7427

Fax: 575-443-2928

[pheltner@co.otero.nm.us](mailto:pheltner@co.otero.nm.us)

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.

**From:** erin hughes <[erin\\_hughes@yahoo.com](mailto:erin_hughes@yahoo.com)>  
**Sent:** Wednesday, December 29, 2021 11:28 AM  
**To:** [pheltner@co.otero.nm.us](mailto:pheltner@co.otero.nm.us); [stillbrook@co.otero.nm.us](mailto:stillbrook@co.otero.nm.us)  
**Cc:** [cgriffin@co.otero.nm.us](mailto:cgriffin@co.otero.nm.us)  
**Subject:** Audit Proposal

Dear Pamela,

Please find attached the full proposal for the Otero County audit. The total comes to \$49,750. I realize that is over the \$30,000 estimate that we discussed in the November County Commission meeting. If the higher cost is going to be a problem - we have partners who are willing to help fundraise the difference.

Please let me know if you have any edits or questions you want to discuss.

Thank you,

Erin Clements

575.680.4004



## 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



## Sylvia Tillbrook

---

**From:** cgriffin@co.otero.nm.us  
**Sent:** Wednesday, February 2, 2022 2:31 PM  
**To:** Sylvia C Tillbrook  
**Subject:** FW: Audit Proposal

**From:** Pamela Heltner <pheltner@co.otero.nm.us>  
**Sent:** Wednesday, December 29, 2021 11:35 AM  
**To:** 'erin hughes' <erin\_hughes@yahoo.com>; stillbrook@co.otero.nm.us  
**Cc:** cgriffin@co.otero.nm.us; vmarquardt@co.otero.nm.us; 'gmatherly' <gmatherly@co.otero.nm.us>;  
rnichols@co.otero.nm.us  
**Subject:** RE: Audit Proposal

Good morning Erin,

Thank you for the email. RB will need to reach out to the company and prepare a professional services agreement to add to the agenda for the Monday deadline.

Thank you.

Pamela



Pamela Heltner, CPO, CPS  
County Manager  
1101 New York Ave. Room 106  
Alamogordo, NM 88310  
Tel: 575-437-7427  
Fax: 575-443-2928  
[pheltner@co.otero.nm.us](mailto:pheltner@co.otero.nm.us)

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.

**From:** erin hughes <[erin\\_hughes@yahoo.com](mailto:erin_hughes@yahoo.com)>  
**Sent:** Wednesday, December 29, 2021 11:28 AM  
**To:** [pheltner@co.otero.nm.us](mailto:pheltner@co.otero.nm.us); [stillbrook@co.otero.nm.us](mailto:stillbrook@co.otero.nm.us)  
**Cc:** [cgriffin@co.otero.nm.us](mailto:cgriffin@co.otero.nm.us)  
**Subject:** Audit Proposal

Dear Pamela,

Please find attached the full proposal for the Otero County audit. The total comes to \$49,750. I realize that is over the \$30,000 estimate that we discussed in the November County Commission meeting. If the higher cost is going to be a problem - we have partners who are willing to help fundraise the difference.

Please let me know if you have any edits or questions you want to discuss.

Thank you,  
Erin Clements  
575.680.4004

## Sylvia Tillbrook

---

**From:** cgriffin@co.otero.nm.us  
**Sent:** Wednesday, February 2, 2022 2:31 PM  
**To:** Sylvia C Tillbrook  
**Subject:** FW: Audit Proposal  
**Attachments:** EchoMail-Otero-County-Election-Audit.pdf

**From:** erin hughes <erin\_hughs@yahoo.com>  
**Sent:** Wednesday, December 29, 2021 11:28 AM  
**To:** pheltner@co.otero.nm.us; stillbrook@co.otero.nm.us  
**Cc:** cgriffin@co.otero.nm.us  
**Subject:** Audit Proposal

Dear Pamela,

Please find attached the full proposal for the Otero County audit. The total comes to \$49,750. I realize that is over the \$30,000 estimate that we discussed in the November County Commission meeting. If the higher cost is going to be a problem - we have partners who are willing to help fundraise the difference.

Please let me know if you have any edits or questions you want to discuss.

Thank you,  
Erin Clements  
575.680.4004



December 29, 2021

V.A. Shiva Ayyadurai, PhD  
EchoMail, Inc.  
701 Concord Avenue  
Cambridge, MA 02138  
e: [vashiva@vashiva.com](mailto:vashiva@vashiva.com)  
m: 1-617-631-6874

Gerald Matherly, Couy Griffin, and Vickie Marquardt  
Commissioners for Otero County Commission  
101 New York Avenue  
Alamogordo, NM 88310

**RE: Otero County Audit of 2020 Election**

Dear Honorable Commissioners:

EchoMail, Inc. ("ECHOMAIL") is pleased to serve Otero County, ("CUSTOMER") in the auditing of the November 2020 General Election ("Election"). Per our understanding, ECHOMAIL will be serve as the prime contractor and be responsible for the deployment of the EchoMail® Election Systems Integrity™ (ESI) platform to perform the audit for the Election. Based on our review of the requirements, EchoMail will provide the following:

- (1) **Integrated Data Warehouse** - Creaton of an integrated data warehouse that will include such data as following: County's Voter Rolls, Participating Voter List, Cast Vote Records (CVRs), Images of the Return Ballot Envelopes, Ballot Images (from the Election Management System – EMS), Paper Ballot Scans, Door-to-Door Canvass data. Ref. Schedule A.
- (2) **Data Analytics** – Data analysis will include evaluation of registrations and votes cast at the precinct level and by vote type.
- (3) **Processing of Ballot Images** - Employ EchoMail to analyze approximately up to 25,000 Ballot Images. The Ballot Images are defined to be those images that are produced from the scanning of paper ballots by the County during the Election from their election management system ("EMS") . EchoMail will perform image analysis of the Ballot Images to calculate the vote counts for the Races. These vote counts will be compared with the Cast Vote Records ("CVR"). A formal report will be submitted of the findings. Ref. Schedule B.
- (4) **Paper Ballot Scan Comparison with Ballot Images** – Perform image analysis of the Paper Ballot Scans to calculate the vote counts for the Races (Paper Ballot Scans are the images generated by the scanning of the paper ballots). These vote counts will be compared with the Cast Vote Records ("CVR"). EchoMail will perform Image processing to determine the paired Paper Ballot Scan with its Ballot Image, and then evaluate if the vote counts across the pair are the same; and if not, will denote the discrepancies. A formal report will be submitted of the findings. Ref. Schedule C.
- (5) **Return Ballot Envelope Signature Presence Detection** - Perform EchoMail® Pattern Recognition Classification to determine presence of Blanks, Scribbles, and Signature on Return Ballot Envelope Images. A formal report will be submitted of the findings. Ref. Schedule D.



- (6) **Return Ballot Envelope Signature Verification Error Determination** - Perform an independent calculation of the error rates of the Count’s Signature Verification by employing EchoMail® Pattern Recognition Classification capabilities to determine how many of the signatures on unique EVB return envelopes would be classified as “Good Signatures” or “Bad Signatures” before any curing process is executed. Ref. Schedule E.
- (7) **Full Voter Registration Canvass** - Perform door-to-door canvass of Otero County voter registration database to determine accuracy of voter registration database. Canvass will be staffed by volunteers under the direction of New Mexico Audit Force (“Volunteers”) with guidance from EchoMail.

Total investment for this effort from Otero County will be \$49,750 as outlined in Schedule A. The Payment Schedule is as follows:

| <u>Timing</u>   | <u>Amount</u> |
|---|---------------|
| Upon execution of this letter and Master Agreement and Schedule A | - \$24,875.00 |
| February 1, 2022  | - \$24,875.00 |

Note: Schedules B through E will be funded by EchoMail's partners.

Sincerely,

Dr. Shiva Ayyadurai  
 President/CEO  
 EchoMail, Inc.

Encl: Master Agreement  
 Schedules A-E



SCHEDULE A

Customer Name: Otero County Commission ("CUSTOMER")
Customer Address: 101 New York Avenue, Alamogordo, NM 88310
Effective Term: January 1, 2022 – May 1, 2022
County: Otero County ("County")
Election: 2020 General Election ("Election")

Title: Integrated Data Warehouse and Analytics

Statement of Work

- (1) Integrated Data Warehouse - Creation of an integrated data warehouse that will include such data as following: County's Voter Rolls, Participating Voter List, Cast Vote Records (CVRs), Images of the Return Ballot Envelopes, Ballot Images (from the Election Management System – EMS), Paper Ballot Scans, Door-to-Door Canvass data.
(2) Data Analytics – Data analysis will include evaluation of registrations and votes cast at the precinct level and by vote type.

Pricing Schedule

Table with 6 columns: Part Number, Part Description, Units, Unit Cost, One-Time, Recurring. Rows include Professional Services (Project Planning, Data Warehouse, Hardware Forensics, Data Analytics and Reporting) and Licenses (EchoMail® DataWarehouse) with sub-totals and a final NET-Total of \$49,750.00.

Other Terms:

Additional charges shall apply at the Unit Price set forth above in the event that quantity of use of the foregoing licensed Software and Services exceeds purchased amounts hereunder. Such additional charges shall be billed to the CUSTOMER on monthly basis. ECHOMAIL shall issue no credits to CUSTOMER for any licenses not used by CUSTOMER On the expiration date, and unused licenses may not be carried over into subsequent periods.

In the event CUSTOMER requests ECHOMAIL with prior written confirmation to ECHOMAIL to take specific actions, for example travel for onsite training or strategy meeting, shipping data on physical media such as tapes or disks etc., costs of shipping, telecommunications, mailing, traveling and out-of-pocket expenses incurred by EchoMail, Inc. in the performance of such actions are not included herein, and will be billed directly to CUSTOMER on a monthly basis.



This Schedule is governed by the EchoMail Software & Services Licensing Agreement. If there is any conflict between this Schedule and the EchoMail Software & Services Licensing Agreement, all terms of the EchoMail Software & Services Licensing Agreement shall control, except payment terms. Payment is due prior to start of work and use of Software and Services. Both parties agree to the foregoing as of this \_\_\_ day of \_\_\_\_\_ in the year of 2022, and to execute their performance obligations as set forth herein.

ECHOMAIL Authorized Representative

CUSTOMER Authorized Representative

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



**SCHEDULE B**

- Effective Term:** January 1, 2022 – May 1, 2022
- County:** Otero County (“County”)
- Election:** 2020 General Election (“Election”)
- Est. Number of Voters:** 25,000 +/- 10%
- Number of Races:** All Races in Otero County (“Races”)
- Number of Ballot Types:** TBD (“Ballot Types”)

**Title:** Processing of Digital Ballot Images

**Statement of Work**

Employ EchoMail to analyze approximately up to 25,000 Ballot Images. The Ballot Images are defined to be those images that are produced from the scanning of paper ballots by the County during the Election from their election management system (“EMS”) . EchoMail will perform image analysis of the Ballot Images to calculate the vote counts for the Races. These vote counts will be compared with the Cast Vote Records (“CVR”). A formal report will be submitted of the findings.

County Provided Data - County will provide ECHOMAIL the following data:

1. Ballot images from EMS in a commonly used digital format e.g. TIFF;
2. CVR database;
3. Ballot Types templates, each pre-encoded by County for Races

County is expected to provide the above data to ECHOMAIL, ideally shipped on a hard drive. Other methods may be used; however, unless the data is not substantially large upload and download times may be significant. ECHOMAIL will provide training to Volunteers on how to encode a Ballot Type template.

ECHOMAIL Processing – EchoMail will perform the following processing on each ballot image per ballot type:

1. Use the Ballot Type information provided by County to process a Race
2. Pre-process i.e. auto-align, size calibrate, etc. the ballot image
3. Identify choices for each of the Races
4. Store results in relational database for reporting and analysis

ECHOMAIL Deliverables - EchoMail will deliver the following data:

1. Tabulated counts for Races
2. Comparison of EchoMail tabulated counts with that reported in CVR for Races

**Pricing Schedule**

| Part Number     | Part Description   |
|-----------------|--|
|                 | <b>Professional Services</b>   |
| EM-DW-IMG-SETUP | Setup of EchoMail Data Warehousing for Image Processing including receipt and uploading of all Ballot Images |
| EM-RPT-Services | Preparation of Final Report for submission to Attorney General or Election Official.                         |
| EM-PS-PROJ-MGT  | Project Management   |
|                 |  |



|                 | Licenses   |
|-----------------|--|
| EM-BI-10EPU-SVR | EchoMail Ballot Image Processing Server (up to 10 EPU <sup>1</sup> ) |

---

<sup>1</sup> One (1) EPU equals for 10,000 Ballot images.



## SCHEDULE C

**Effective Term:** January 1, 2022 – May 1, 2022

**County:** Otero County (“County”)

**Election:** 2020 General Election (“Election”)

**County:** Otero County (“County”)

**Est. Number of Voters:** 25,000 +/- 10%

**Number of Races:** TBD (“Races”)

**Number of Ballot Types:** TBD (“Ballot Types”)

**Title:** Paper Ballot Scan Comparison with Ballot Images

### Statement of Work

This Statement of Work assumes that Ballot Image processing has been completed through another Schedule. For this Statement of Work, ECHOMAIL will receive scanned versions of the Paper Ballots (“Paper Ballot Scans”) from County. EchoMail will perform image analysis of the Paper Ballot Scans to calculate the vote counts for the Races. These vote counts will be compared with the Cast Vote Records (“CVR”). ECHOMAIL will perform Image processing to determine the paired Paper Ballot Scan with its Ballot Image, and then evaluate if the vote counts across the pair are the same; and if not, will denote the discrepancies. A formal report will be submitted of the findings.

County Provided Data - County will provide ECHOMAIL the following data:

1. Paper Ballot Scans in a commonly used digital format e.g. TIFF;
2. CVR database (if not already provided from previous Schedule)
3. Ballot Types templates, each pre-encoded by County for Races (if not provided from previous Schedule)

County is expected to provide the above data to ECHOMAIL, ideally shipped on a hard drive. Other methods may be used; however, unless the data is not substantially large upload and download times may be significant. ECHOMAIL will provide training to Volunteers on how to encode a Ballot Type template.

ECHOMAIL Processing – EchoMail will perform the following processing on each Paper Ballot Scan per ballot type:

1. Use the Ballot Type information provided by County to process a Race
2. Pre-process i.e. auto-align, size calibrate, etc. the Paper Ballot Scan
3. Identify choices for each of the Races
4. Identify the Ballot Image pair for a Paper Ballot Scan
5. Compare the results of the Ballot Image with the Paper Ballot Scan
6. Store results in relational database for reporting and analysis

ECHOMAIL Deliverables - EchoMail will deliver the following data:

1. Tabulated counts for Races for the Paper Ballot Scans
2. Comparison of EchoMail tabulated counts of Paper Ballot Scans with that reported in CVR for Races
3. Comparison of the Paper Ballot Scan Races tabulation with the Ballot Images tabulation.

### Pricing Schedule



| Part Number     | Part Description  |
|-----------------|---|
|                 | <b>Professional Services</b>  |
| EM-DW-IMG-SETUP | Setup of EchoMail Data Warehousing for Image Processing including receipt and uploading of all Paper Ballot Scans |
| EM-RPT-SRVICES  | Preparation of Final Report for submission to Attorney General or Election Official.                              |
| EM-PS-PROJ-MGT  | Project Management  |
|                 |   |
|                 | <b>Licenses</b>   |
| EM-BI-10EPU-SVR | EchoMail Paper Ballot Scan Processing Server (up to 10 EPU <sup>1</sup> )   |
| EM-BI-10EPU-SVR | EchoMail Comparison Processing of Paper Ballot Scan with Ballot Images (up to 10 EPU <sup>1</sup> )               |

<sup>1</sup> One (1) EPU equals for 10,000 Paper Ballot Scans



**SCHEDULE D**

**Effective Term:** January 1, 2022 – May 1, 2022

**County:** Otero County (“County”)

**Election:** 2020 General Election (“Election”)

**Est. Number of Envelopes:** 6,000

**Title:**Return Ballot Envelope Signature Presence Detection

**Statement of Work**

This project aims to perform an EchoMail® Pattern Recognition Classification to determin presence of Blanks, Scribbles, and Signature on Return Ballot Envelope Images.

County Responsibilities - County will:

- 1) Provide envelope images from the County for the Election
- 2) Ensure envelope images are delivered via postal mail on a hard drive or uploaded to a secure repository for ECHOMAIL to download

ECHOMAIL Processing – EchoMail will perform the following processing on each envelope image:

- 1) Pre-process i.e. auto-align, size calibrate, etc. the envelope image
- 2) Detect if a signature does not exist on an envelope
- 3) Tabulate the total number of envelopes with and without signatures

ECHOMAIL Deliverables - EchoMail will deliver the following:

- 1) Total number of envelopes with blank signatures (pixel density is 0% to 0.1%)
- 2) Total number of envelopes with potential scribbles (pixel density is 0.1% to 1%)
- 3) Total number of envelopes with potential signatures (pixel density is greater than 1%)
- 4) Images of Return Ballot Envelopes containing no signatures

NOTE: Deliverables are dependent on County providing data in a timely manner.

**Pricing Schedule**

| Part Number     | Part Description   |
|-----------------|--|
|                 | <b>Professional Services</b>                                       |
| EM-BI-SETUP     | Setup EchoMail Business Intelligence Server                        |
| EM-RPT-SERVICES | Data Reporting Services  |
| EM-PS-PROJ-MGT  | Project Management   |
|                 | <b>Licenses</b>  |
| EM-BI-10EPU-SVR | EchoMail Business Intelligence Server (up to 10 EPU <sup>1</sup> ) |
|                 |  |
|                 |  |

<sup>1</sup> One (1) EPU equals the processing of up to 10,000 images.



## SCHEDULE E

**Effective Term:** January 1, 2022 – May 1, 2022  
**County:** Otero County (“County”)  
**Election:** 2020 General Election (“Election”)

**Est. Number of Envelopes:** 2,500

**Title:** Ballot Envelope Signature Verification Error Determination

### Statement of Work:

This project aims to perform an independent calculation of the error rates of the Count’s Signature Verification by employing EchoMail’s pattern recognition classification capabilities to determine how many of the signatures on unique EVB return envelopes would be classified as “Good Signatures” or “Bad Signatures” before any curing process is executed.

County Responsibilities – County shall provide the following to EchoMail:

- 1) Provide all EVB return envelope images in – full size – format for the County in the Election
- 2) Provide Voter Registration file containing for each voter, their name, voter-ID, address, etc. including the digital image of the voter’s signature or take direction from ECHOMAIL in acquiring the statistically significant number of signature images from other publicly available source.
- 3) The Standardized Operating Procedure (SOP) and/or the algorithms used by County for Signature Verification

ECHOMAIL Processing – EchoMail will perform the following processing:

- 1) If the algorithm used by County is provided, implement the algorithm into EchoMail’s system; and, if not, deploy EchoMail® Signature Matching Process;
- 2) For a particular voter-ID, pre-process i.e. auto-align, size calibrate, etc. the EVB return envelope image to extract the Signature Region and the signature of the voter in that Signature Region;
- 3) Execute feature extraction on signature extracted from Signature Region of EVB return envelope image to acquire the signature image alone;
- 4) For a particular voter-ID, pre-process i.e. auto-align, size calibrate, etc. each digital image of a signature from Voter Registration file or the public source to extract the signature alone;
- 5) Execute feature extraction on the signature from the Voter Registration file or public source to acquire the signature image alone;
- 6) Perform signature matching analysis either using the 27-point algorithm or EchoMail’s Signature Matching Process; and,
- 7) Categorise the signature matches as either “Good Signature” or “Bad Signature” based on specified thresholds.

ECHOMAIL Deliverables - EchoMail will deliver the following:

- 1) A report of signature matches across a statistically determined sample
- 2) Segmentation of the signatures categorized as “Bad Signatures”
- 3) An image library containing for each EVB return envelope image, its related image in the Voter Registration file or public source



**Pricing Schedule**

| <b>Part Number</b> | <b>Part Description</b>  |
|--------------------|--|
|                    | <b>Professional Services</b>                                       |
| EM-BI-SETUP        | Setup EchoMail Business Intelligence Server                        |
| EM-RPT-SERVICES    | Data Reporting Services  |
| EM-PS-PROJ-MGT     | Project Management   |
|                    | <b>Licenses</b>  |
| EM-BI-10EPU-SVR    | EchoMail Business Intelligence Server (up to 10 EPU <sup>1</sup> ) |
|                    |  |

<sup>1</sup> One (1) EPU equals the processing of up to 10,000 images.

**rnichols@co.otero.nm.us**

---

**From:** rnichols@co.otero.nm.us  
**Sent:** Monday, January 31, 2022 2:31 PM  
**To:** 'vmarquardt@co.otero.nm.us'  
**Subject:** RE: Audit  
**Attachments:** EcoMail Response.pdf

Vickie,

The clerks office responded to the IPRA yesterday ( see attached). So, nothing has started yet. As soon as the clerk's office provides the documents, EchoMail and NM Audit Force will begin the audit. The state auditor is conducting an investigation into our procurement process for the audit. Last week we were asked to provide documentation to the auditor's office. Each day we are receiving media requests related to the audit and comments from concerned citizens.

Let me know if you have any follow-up questions or concerns,  
RB

**From:** vmarquardt@co.otero.nm.us <vmarquardt@co.otero.nm.us>  
**Sent:** Monday, January 31, 2022 2:07 PM  
**To:** rnichols@co.otero.nm.us  
**Subject:** Audit

Hi RB,  
Do we have an update on what's going on with the audit?

Thank you!

Vickie

**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.

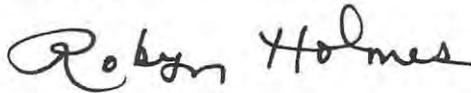
**Response: No responsive record.**

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,



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

Tax Rate(s)

**Payment**

Comments  
 Name  
 CC #  
 Expires

**TOTAL \$ 979.18**