BEFORE THE
ALASKA PUBLIC OFFICES COMMISSION

IN RE	)
	)
Complaint 17-03-CD	)
	)
Forrest McDonald v. Alaska Democratic Party	)
	)

RESPONSE OF ALASKA DEMOCRATIC PARTY

1. The Alaska Democratic Party ("ADP") is in receipt of a complaint filed by

    Forrest McDonald. Mr. McDonald alleges that ADP improperly provided its

    voter file to candidates and consultants without charging those recipients a fee for

    the file.

2. As a threshold matter, the ADP pays all costs related to the development of its

    voter file from federal account that is regulated by the Federal Election

    Commission ("FEC"). In 2002, the FEC ruled that revenue received by a party

    committee for the sale or use of its list was not "contributions" as defined by

    federal law. FEC Advisory Opinion 2002-14. Accordingly, a state party may

    deposit all such revenues into its federal account, regardless of source or amount

    of the payment for the voter list. Therefore, the ADP deposits all revenue

    received for the use of its voter file from sources other than legislative candidates

    into its federal account and discloses all such activity on reports filed with the

    FEC. Payments from state legislative candidates for voter file access are

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deposited into the ADP's non-federal account and are part of those candidate's "buy in" to the ADP's coordinated campaign undertaken on behalf of the Democratic Party ticket.

3.   House candidates pay $2,000 per election cycle and State Senate candidates pay $4,000 per election cycle. Municipal and local candidates may purchase VoteBuilder access for their district. If a candidate is not a registered Democrat, the sale of VoteBuilder is granted as per the ADP's VoteBuilder sales procedure established by the Executive Committee of the Alaska Democratic Party. The cost for access for a municipal or local candidate is based on the population in a candidate's district.

4.   Any candidate who is provided access to VoteBuilder may grant access to their VoteBuilder account to volunteers, campaign staff, and consultants.   All individual users granted access to VoteBuilder must sign an End User Agreement prior to gaining access to the file.

5.   In response to Mr. McDonald's facts:

   A. We agree VoteBuilder is proprietary to the Alaska Democratic Party.

   B. Access to VoteBuilder for house and senate candidates is made available as one of the services provided by the Coordinated Campaign. As per the ADP VoteBuilder Pricing Policy, municipal and local candidates are not part of the Coordinated Campaign and may purchase access for their district to VoteBuilder.

   C. VoteBuilder pricing and access for a municipal race is based upon the population of the district. VoteBuilder access is provided to those

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Democratic candidates who buy into the Coordinated Campaign. 2015-2016 Pricing was: $2,000 for State house candidates $4,000 for state senate candidates and $20,000 for a statewide campaign.

D. VoteBuilder is only available to state house and state senate candidates who are members of the Coordinated Campaign. Limited access and individual mailing lists are available for purchase to municipal and local candidates, and allied groups in accordance with the Alaska Democratic Party VoteBuilder Pricing policy.

E. There is not an undisclosed relationship with Ship Creek Group. Ship Creek Group paid $2,000 in October 2015 for use of VoteBuilder as then Anchorage Assembly Candidate John Weddleton was one of their clients. The payment by Ship Creek Group was deposited into the Alaska Democratic Party's Federal Account and reported to the Federal Election Commission. In 2015-2016, the cost for full access to VoteBuilder for an Anchorage Assembly candidate was $2,000.

F. At no time has Ship Creek Group been granted access to VoteBuilder for use on a campaign other than for their clients who have either participated in the Coordinated Campaign or a municipal or local candidate who has purchased data for their district.

G. Only Ship Creek Group clients who either bought into the Coordinated Campaign or purchased data for their municipal or local district have been granted access to VoteBuilder. The Alaska Democratic Party grants access. Ship Creek Group has only had access to districts for their

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Democratic clients for State House or access for their clients who are "Independents" running for municipal or local office as approved in accordance with the Alaska Democratic Party VoteBuilder Pricing Policy.

6. Mr. McDonald asserts the following candidates/Ship Creek Group Clients did not pay for VoteBuilder:

DeLena Johnson — Delana Johnson is a Republican and the Alaska Democratic Party did not offer her campaign the opportunity to participate in the Coordinated Campaign and Ship Creek Group did not have VoteBuilder Access for this district.

Forrest Dunbar -- The Dunbar for Assembly Campaign did pay for VoteBuidler Access. $2,000 from Dunbar for Assembly was deposited into the Alaska Democratic Party Federal Account on March 10, 2016 and reported to the Federal Election Commission.

Gary Knopp — Gary Knopp is a Republican and the Alaska Democratic Party did not offer his campaign the opportunity to participate in the Coordinated Campaign and Ship Creek Group did not have VoteBuilder Access for this district.
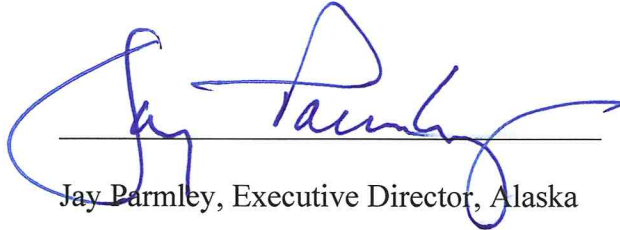
Jason Grenn — Jason Grenn ran in 2016 as an Independent candidate for the Alaska State House and was offered the opportunity to join the Alaska Democratic Party Coordinated Campaign. The campaign did not join and his campaign was never given access to VoterBuilder. Ship Creek Group did not have access to VoteBuilder for this district.

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Adam Wool — Adam Wool for State House paid $2,000 for Coordinated Campaign Buy-in on February 8, 2017 and reported to the Alaska Public Offices Commission.

John Weddleton — Ship Creek Group paid for VoteBuilder to have access for their client John Weddleton for Anchorage Assembly. $2,000 from Ship Creek Group was deposited into the Alaska Democratic Party Federal Account on October 7, 2015 and reported to the Federal Election Commission.
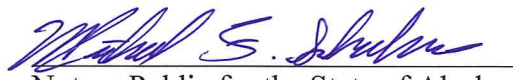
7. I declare, under penalty of perjury, that the foregoing is true and correct to the best of my present knowledge, information and belief. Dated this _13_ day of November, 2017 at Anchorage, Alaska.
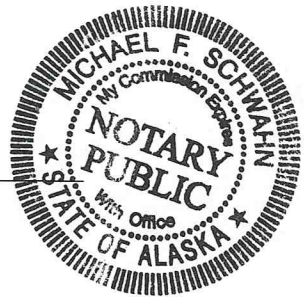
_____
Jay Parmley, Executive Director, Alaska
Democratic Party

SUBSCRIBED AND SWORN TO before me this _13th_ day of November, 2017 at Anchorage, Alaska.

_____
Notary Public for the State of Alaska.
My Commission Expires:

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Alaska Democrats

Alaska Democratic Party
Votebuilder Terms of Service Agreement

By using the Alaska Democratic Party's (ADP) Votebuilder, all users, purchasers, or other licensees agree and acknowledge the following:

The ADP will, at its discretion, grant access to candidates/campaigns that pay the required fee and agree to the terms of this Agreement. Being granted access to the Alaska Democratic Party Votebuilder does not constitute endorsement by the ADP.

The ADP strives to make Votebuilder the most accurate, up-to-date source of information on registered voters for users of the system. To this end the ADP, in conjunction with and assistance from the Democratic National Committee and authorized vendors, will take steps including: making regular updates to the voter registration information; posting early vote and absentee vote data to the file; address-correcting the data; periodically processing Votebuilder through the National Change of Address system; and appending phone numbers to Votebuilder. However, no amount of effort can eliminate every inaccuracy. The Licensee acknowledges and accepts that Votebuilder is provided "as is" and that the ADP shall in no circumstance be held liable for any harm incurred by the Licensee due to inaccuracies in Votebuilder.

License

The ADP provides Votebuilder to the Licensee for contacting voters, recruiting volunteers, managing data, and undertaking other activities directly related to the Licensee's election campaign. The Licensee acknowledges and accepts that s/he will be granted access to only that portion of Votebuilder encompassed by the district in which s/he is a candidate or conducting a campaign.

Access to Votebuilder is granted solely for the conduct of the Licensee's election campaign. The Licensee may not give, share, sell or in any other way make available access to Votebuilder to any other person or entity, including but not limited to candidate committees, issue committees, small donor committees, federal political committees, or any business of any kind. Any such entity desiring access to Votebuilder must contact the ADP directly.

The terms of this Agreement cover any and all access to Votebuilder by any individual user affiliated with the above-named Licensee's election campaign.

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Pricing

The officers of the ADP have established a pricing schedule for candidate committee access to Votebuilder. This pricing schedule is intended to make Votebuilder affordable for candidates, taking into consideration the varying size of election districts and numbers of voters.

Usage

Votebuilder contains 1) Public data, 2) Private party data (ADP proprietary information) and 3) Private campaign-specific data.

Public data: includes but is not limited to the names and addresses of registered voters, their voter history, and their district information. The Licensee acknowledges that any changes s/he makes to Public data in the system, including phone numbers and mailing addresses, may be shared with other Licensees of Votebuilder.

Private party data: Some of the data included in Votebuilder is the private property of the ADP. This dataset includes historic Voter ID records and select other "Activist Codes" that have been procured and added to Votebuilder by the party itself.

Private campaign-specific data: Each Licensee also has the ability to store Private campaign-specific data in Votebuilder. The Private campaign-specific data includes "Activist Codes," "Volunteer Activities", "Events", "Survey Questions," and "Notes" that are gathered and entered by the campaign itself. This Private, campaign-specific data is not accessible by any other Licensee, unless the Licensee named above takes steps to share their Private data.

Because Votebuilder is intended for use by many candidates, significant harm may befall the ADP and other Licensees if inaccurate information is introduced to the system. Licensee agrees to exercise due diligence when making changes to Public information in Votebuilder. ADP acknowledges that honest mistakes can and will happen. However, Licensee agrees to contact ADP immediately if Licensee has reason to believe that any significant quantity of inaccurate Public or Private information has been introduced to Votebuilder. Any deliberate action by Licensee to introduce inaccurate information to Votebuilder shall be grounds for termination of this Agreement by the ADP. In this case, any price paid by the Licensee to the ADP shall not be refunded.

Data Reciprocity

Licensee acknowledges and agrees that the ADP may retain a copy of any Private data introduced to Votebuilder during the Licensee's campaign. The ADP may use this Private data to support candidates in future elections or to strengthen the Democratic Party at any level in Alaska. Specifically, the ADP may make candidate preference IDs (including but not limited to Activist Codes or Survey Questions) available to future ADP Votebuilder licensees in a personally identifiable fashion. For example, the ADP may make data such as "This voter was a strong supporter of Jane Smith for State Senate" or "This voter did not support John Doe for Governor" or similar data available to a future ADP Votebuilder licensee. All Campaign Specific Data will be converted into ADP Private historic data 30 days after the end of the general election for that campaign. Candidates/campaigns shall notify the ADP in writing before this time if they wish to request that campaign specific data not be made available to any future Licensees.

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Votebuilder is not a static, one-way vehicle to distribute information. It is a dynamic and forward-thinking tool and users are expected to input and correct information about voters that is derived from campaign and organizing activities. Users will exercise due diligence and make good faith efforts to accurately and thoroughly enter data gathered from reports and lists generated from the ADP Votebuilder, including but not limited to: notes from walking and phoning lists; bad phone numbers identified by auto-call vendors; and returned mail pieces.

Training
Training on using Votebuilder is available by contacting the Alaska Democratic Party. Campaigns will be provided written training materials on Votebuilder's different databases. Organized group classes or sessions will be announced to licensees and authorized users. Personal one-on-one training appointments for campaign managers can be scheduled by contacting the Alaska Democratic Party.

Access
Votebuilder is a web-based system, accessible by any computer with a web browser and an Internet connection. Licensee acknowledges and accepts that full functionality of Votebuilder may not be available via older computers and/or via slower Internet connections. Google chrome is the best browser to operate Votebuilder.

Upon completion of this Agreement, the ADP shall assign to the Licensee one administrative account for the portion of Votebuilder encompassed by the district in which s/he is a candidate. To acquire additional User IDs for accessing the Votebuilder, the candidate or their designated "Campaign Votebuilder administrator" should make the request in writing or via email to the Alaska Democratic Party. The ADP reserves the right to require each individual user of Votebuilder to sign an individual user agreement.

Licensee agrees to exercise due diligence in making sure that passwords for user accounts affiliated with his/her election campaign are closely guarded. ADP reserves the right to suspend any user account affiliated with Licensee's election campaign if ADP has reason to believe that the security of that account has been compromised.

While accessing Votebuilder, Licensee may print paper lists, export data files, and otherwise extract copies of data from Votebuilder. Licensee agrees that any and all copies of ADP Votebuilder data shall be used solely for the purposes of his/her election campaign and that copies shall be destroyed as soon as they are no longer needed for those purposes.

Term
Contingent upon payment of fees by the designated deadlines, Votebuilder access will be in effect from the date of purchase and will be terminated 35 days after the date of the election. If a candidate that withdraws from the ballot or the coordinated campaign, Votebuilder access will be terminated immediately. The ADP may extend access to Votebuilder for a longer period following the election in cases where the election outcome is in doubt. Extensions of this term also may be made by mutual agreement between the ADP and the candidate seeking access.

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Termination of Agreement

Licensee may terminate this Agreement by sending written notice to the ADP. In this case the Licensee shall destroy any and all copies of data extracted from Votebuilder immediately. If the Licensee chooses to terminate this Agreement, no amount of the price paid to the ADP shall be refunded.

In the event of material breach of this agreement by Licensee, ADP will notify Licensee and request that Licensee correct the breach. If Licensee has not corrected the breach to the satisfaction of the ADP within seven days, then this agreement will terminate immediately, and Licensee will destroy all copies of the information in Licensee's possession, and Licensee shall be liable for any damages sustained by ADP due to the breach. Whenever the monetary damages to the ADP and the Licensee are impossible to calculate, the ADP and the Licensee agree that the Licensee shall be liable for liquidated damages in the amount of $2000.

Copyright

Licensee acknowledges that Votebuilder is a copyrighted compilation and is property of the ADP. No right to redistribute or to make copies or derivatives of the portion of Votebuilder accessed by the Licensee is granted except for activities directly related to the Licensee's election campaign.

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

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Alaska Democratic Party
Voter File User Agreement

To fulfill its mission to elect Democrats to public office, the Alaska Democratic Party (ADP) maintains an online Voter File ("Votebuilder") under agreement with the Democratic National Committee (DNC).

The ADP strives to make the ADP Voter File the most accurate and up-to-date source of information on registered voters for users of the system. To this end, the ADP will make periodic updates and enhancements to the Voter File. However, no amount of effort can eliminate every inaccuracy. The user acknowledges and accepts that the ADP Voter File is provided "as is" and that the ADP shall under no circumstances be held liable for any harm incurred by the user due to inaccuracies in the ADP Voter File.

Voter File User Agreement

While accessing and using the ADP Voter File, users agree to the following:

1. Each user shall log in with their own personal account and no one shall ever access the system through a generic user account.
2. User agrees to keep passwords secret and understand that ADP reserves the right to suspend any user account that ADP has reason to believe has been compromised or presents a threat to the security of the system.
3. User agrees to exercise caution and due diligence when making changes to the Voter File to protect against any inaccurate data entering the system.
4. User agrees that the ADP Voter File is the sole property of the ADP and shall not sell, swap, share, rent or in any way disseminate data from the ADP Voter File without express prior approval from the ADP.
5. Due to federal and state election laws, as well as the value of the Voter File to Democratic campaigns, User agrees to use the Voter File only for the purposes related to their candidate's or committee's campaign, and not or for any other non-authorized use.

Termination of Use

User understands that any violation of this agreement may be grounds for termination of access to the ADP Voter File and the Votebuilder system. User also understands that ADP reserves the right to terminate or alter access for any reason at any time.

_____   _____

Printed Name   Date

_____

Signature

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Alaska Democrats

VOTER FILE SALES PROCEDURE

Votebuilder sales to candidates in partisan or non-partisan races who are registered as Democrats are exempt from the sales procedure.

In partisan races Votebuilder access will not be sold to Republican candidates, groups, or firms.

In non-partisan races, candidates not registered as Democrats are eligible to gain Votebuilder access through the approval process. Local party organization endorsements shall be included and considered by the Regional Vice Chairs when determining access.

Sales to outside groups that exceeds $1,000 shall be subject to these procedures. Sales of less than $1,000 shall be approved by the Executive Director or Data Director.

1. Any person wishing to buy the Voter File or pieces of the Voter File must have a Democratic Party officer (District level or above) or an elected Democratic official sponsor them.

2. Requests for access will be forwarded to all Regional Vice Chairs, who will be asked vote in the affirmative or to register an objection within three (3) days with the Chair or Executive Director.

   - Requests for statewide access must have at least one Vice-Chair from four of the five regions approve with 2/3 voting affirmative.
   - 2/3 of those responding must vote in the affirmative for sales to be approved.
   - For candidates seeking access one Vice-Chair of the Region from which the Voter File will be purchased must vote to approve the purchase with a 2/3 vote in the affirmative.

   Good effort will be made to confirm that each member has received the e-mail notice.

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2015-2016 Votebuilder Pricing

Democratic Candidates

Candidates pay to participate in the Democratic Coordinated Campaign.

Participating candidates receive services and benefits, including access to Votebuilder, coordinated GOTV effort, help with campaign materials, Voter ID's, promotional assistance through electronic and in person communications, and other assistance.

Votebuilder access for members of the Coordinated Campaign includes access to records for voters in candidate's districts, emails in Votebuilder, unlimited access to all tags, modeling data, donor information, and past candidate committee tags. Access to certain "volunteer data" tags are covered by agreement with the DNC and require the candidate to enter their own volunteer data into the system in return for access.

Coordinated Campaign Buy In amounts for candidates (per election cycle):

State Legislature:

- State House Candidates- $2,000
- State Senate Candidates- $4,000

Statewide:

- Congressional Candidates (Primary)- $15,000
- Congressional Candidates (General)- $5,000
- US Senate Candidates (Primary)- $15,000
- US Senate Candidates (General)- $5,000

The entities below are not part of the Coordinated Campaign:

Municipal and local candidates

There are two different types of Votebuilder packages:

- **Basic Votebuilder access (**records in candidate's district, candidate's historic data, and up to 15 tags in candidate's district**)**
- **Full Votebuilder access and full tag package- (**records in candidate's district, candidate's historic data, and unlimited ability to access designated tags in candidate's district**)**

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Borough Pricing is listed in the table below.

Borough	Assembly Basic	Assembly Full	Mayor Basic	Mayor Full
Aleutians East Borough	250	500	250	500
Bristol Bay Borough	250	500	250	500
City & Borough of Juneau	250	500	600	1200
City & Borough of Sitka	250	500	250	500
City & Borough of Yakutat	250	500	250	500
City and Borough of Wrangell	250	500	250	500
Denali Borough	250	500	250	500
Fairbanks North Star Borough	500	1000	1500	3000
Haines Borough	250	500	250	500
Kenai Peninsula Borough	250	500	1000	2000
Ketchikan Gateway Borough	250	500	500	1000
Kodiak Island Borough	250	500	500	1000
Lake & Peninsula Borough	250	500	250	500
Matanuska-Susitna Borough	500	1000	1500	3000
Municipality of Anchorage	1000	2000	5000	10000
North Slope Borough	250	500	250	500
Northwest Arctic Borough	250	500	250	500
Petersburg	250	500	250	500
Skagway	250	500	250	500

Anchorage School Board

- Product package and service agreement that includes: creation of a target list; fundraising lists; access to unlimited walking and calling lists; mailing list up to 6,000. Additional mailing lists available for $0.03 cents per name. Products prepared using historic activist codes and data by Data Director Matt Greene. - $500

Other Local and municipal candidates- cost for access is prorated based on the size of the population in a candidate's district.

Individual records and lists- $0.03 a record

Local candidate packages include public information, phone numbers, and the opportunity to select from a list of designated tags.

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Allied Groups

Sales to allied groups are approved on a case by case in accordance with the ADP's Votebuilder Sales Procedure.

Allied groups packages include public information, phone numbers, the opportunity to select from a list of designated tags, but not emails, modeling, or past candidate tags.

Allied Groups- Statewide Votebuilder access with full tag package- $15,000/year

Allied Groups- Statewide Votebuilder access with limited tag package (up to 15 tags)- $10,000/year

Access to a smaller geographic area is prorated based on size of the population file.

Individual records and lists- $0.03/record

Additional Services

Robocalls

Robocalls costs are .03 cents per call with a message under 30 seconds and increase in price with the length of the message being delivered. The ADP will place Robocalls as a service for candidates, campaigns, and groups. There is a $20 setup fee per Robocall in addition to the actual price to Robocall a specific list.

List Matching

Lists that need to be matched against Votebuilder will be charged a fee if the ADP has to do the matching. Using Targetsmart lists can be matched automatically the fee will be .10 cents per automated match. For the rest of the list that has to be manually matched there will be an hourly fee of $25 regardless if matches are found or not.

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Jay Parmley
Response to Complaint 17-03-CD
To: Tom R Lucas, Forrest McDonald

JP

In response to Complaint 17-03-CD, I am pleased to provide the attached.

Please let me know if you require additional information.

Please reply all to confirm receipt.

Thanks!

Jay

PDF

ADP Response
Compl...CD.pdf

Jay Parmley
Executive Director
Alaska Democratic Party
akdems.org
(907) 258-3050 office

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