

City of Santa Fe

PARTICIPATING CANDIDATE EXPENDITURE REPORT

Name of Candidate Carol Romero-Wirth Position Sought City Councilor
Mailing Address 708 Paseo de Peralta District No. Two
Santa Fe, New Mexico 8750
Email Address romerowirth@santafenm.gov Phone No. 505 690-7269
REPORTING PERIOD 8/2/21 TO 9/22/21

AGGREGATE OF PUBLIC CAMPAIGN FUND MONIES	
INITIAL (9-3.10 (A) SFCC 1987)	<u>\$1,500.00</u>
MATCHING (9-3.13 (B) SFCC 1987)	<u> </u>
TOTAL	<u>\$1,500.00</u>

AGGREGATE OF EXPENDITURES TO DATE (Made From Public Campaign Fund Monies)	
EXPENDITURES	<u>\$150.00</u>
CASH ON HAND	<u>\$1,350.00</u>
TOTAL	<u>\$1,500.00</u>



Signature from Fiserv

Checking Account Inquiry - Current Statement

05-Service charge current period

Favorites

Information

Help

Logoff

Account Number **1100025437**
COMMITTEE TO ELECT CAROL ROMERO-WIRTH
1035 CAMINO DE CRUZ BLANCA
SANTA FE NM 87505-0390

Bal as of	8-23-21	1,650.00
+Dep/CR		.00
-Chks/DR	2	150.00
-Service charge		.00
+Interest paid		.00
Current balance		1,500.00

Opt	Pst Dt Eff Dt	Serial Number	TC	Description	Amount Sub Str/Run/Bat/Seq#	Balance
	090821	501	082	CHECK	-50.00	1600.00
	090821	503	082	CHECK	-100.00	1500.00

Page Up

OK | Exit | Recent Trans | Print research stmt | Fold/unfold | Inquiry window | Restart | More keys

From: Adam Daugherty adam@nmdemocrats.org
Subject: Re: Vote Builder
Date: June 29, 2021 at 12:20 PM
To: Carol Romero-Wirth romerowirth@newmexico.com



Hi Carol,

I'm back in the office today and happy to help with this. To get your Votebuilder committee reactivated, we just need a signed and returned Votebuilder agreement, which I just sent to your email. The access fee is a total of \$150. If you choose to make a single payment in full, there's a 10% discount to bring your total to \$135. We accept check, card, or ACH payment. We can also set up a payment plan for you if that works!

Please let me know if you have any questions!

-Adam

Adam Daugherty

Democratic Party of New Mexico | Data Director
Office: (505) 596-0655

Connect with DPNM! [Website](#) | [Facebook](#) | [Twitter](#) | [Donate](#)

On Sun, Jun 27, 2021 at 7:37 AM Carol Romero-Wirth <romerowirth@newmexico.com> wrote:
Hi Adam,

I am running for re-election to my district 2 City Council seat in Santa Fe. How can I get access to Vote Builder? And what does it cost? There are approximately 15,000 voters in my district and I hoping to be publicly financed.

Best,
-Carol Romero-Wirth
505 690-7269



FEE SCHEDULE

EXHIBIT A TO VOTEBUILDER AGREEMENT

DATED [Jul 6, 2021] [X]

Votebuilder access fees are based on the office sought by the Campaign. The fee schedule is as follows:

1. US Senate - \$7,500
2. Governor - \$7,500
3. US House - \$6,000
4. Statewide Down-Ballot - \$6,000
5. State Senate - \$750
6. State House - \$500
7. County, Local, Municipal - the greater of \$150 or \$.005 per registered voter in the district. The number of registered voters is determined by the most current Voter File that DPNM has acquired from the New Mexico Secretary of State.

One-Time Payment Discount

If Campaign chooses to make payment in full at the signing of the Agreement, the fee is discounted 10%.

Votebuilder Access Fee	Discounted Amount Due
US Senate - \$7,500	\$6,750
Governor - \$7,500	\$6,750
US House - \$6,000	\$5,400
Statewide Down-Ballot - \$6,000	\$5,400
State Senate - \$750	\$675
State House - \$500	\$450
County, Local, Municipal - varies	10% of total fee



Campaign.

8. Disclaimers

a. Warranty

Because Votebuilder is based on information and technology from a variety of sources outside the control of DPNM, DPNM makes no warranty of any kind, express or implied, in connection with Votebuilder. It is incumbent on all Votebuilder users to monitor accuracy and to enter or update data where possible.

b. No Liability

Campaign agrees to indemnify and hold DPNM harmless from any and all liability associated with Campaign's use of Votebuilder.

9. Entire Agreement

This agreement, including the exhibits, is the entire agreement between Campaign and DPNM relating to the subject matter discussed above, and replaces any and all prior negotiations, representations, or agreements between the parties, whether oral, electronic, or written, regardless of subject matter. Campaign and DPNM acknowledge that they have not relied on any promise, representation, or warranty, express or implied, not contained in this Agreement.

10. Signatures

Democratic Party of New Mexico ("DPNM")

Adam Daugherty

PRINT NAME

SIGNATURE

DATE

The Committee to Elect Carol Romero-Wirth (Print name of "Campaign")

Carol Romero-Wirth

PRINT NAME OF SIGNATOR

Carol Romero-Wirth

Carol Romero-Wirth (Jul 6, 2021 12:03 MDT)

SIGNATURE

07/06/2021

DATE



available mediators. The parties agree to apply their best efforts to attend a mediation session within 15 days of the last negotiation.

- e. **Mediation Process.** The mediator will not decide the dispute or make any decision binding on any party; the mediator will only attempt to guide the parties to resolve their dispute. The Mediation Procedures Act, NMSA 1978, § 44-7B-1 et seq. will apply to the mediation.
- f. **Litigation As A Last Resort.** The Parties agree that they will not file any complaint with any court unless and until the filing party has followed this Procedure to negotiate and mediate to resolve disputes before litigation. In the event that a party violates this Agreement and proceeds to file in court, the non-filing party may present this signed Agreement to the court and request that the matter be stayed until the filing party has complied with this Agreement. The parties irrevocably consent to the exclusive personal jurisdiction of the State of New Mexico.

7. Fees

- a. Campaign must pay DPNM the amount listed on the Fee Schedule, attached as Exhibit A to this Agreement, for access to Votebuilder.
- b. Campaign may pay the entire sum at once at the signing of this Agreement. If the campaign chooses to pay the entire sum at the signing of this Agreement, the campaign will receive a one-time 10% discount off the total fee.
- c. Campaign may pay the fee in monthly installments allocated equally throughout the duration of the campaign, from the time of signing this Agreement until the primary election date. If Campaign chooses to make monthly installments, Campaign will not receive any discounted fee.
- d. Installment payments are due to DPNM on the first day of the calendar month. Campaign has a grace period of five (5) business days. If payment is not made within the 5-business day grace period, then DPNM will charge and Campaign agrees to pay, a late fee of 10% of the amount of the due. If payment is not made within 10 business days of the first day of the calendar month, DPNM may charge and Campaign agrees to pay, 5% interest on any amount due in addition to the late fee. If payment is not made within 10 business days of the first day of the calendar month, DPNM may immediately suspend Campaign's access to Votebuilder pending payment of access fees, late fees, and interest, or DPNM may at DPNM's sole discretion, propose a payment plan to



DPNM reserves the right to modify or amend this agreement. Any modifications and amendments will be furnished in writing. DPNM may publish policies from time to time to support or clarify the principles of this Agreement. These policies are binding upon Campaign upon issuance by DPNM.

d. Termination by Campaign

Campaign may terminate this agreement at any time by providing written notice of termination to DPNM. DPNM will not refund any fees paid for access to Votebuilder.

6. Dispute Resolution

- a. **Dispute Resolution.** In the event that DPNM or Campaign identifies a dispute that cannot be resolved through normal communication methods, either may request that this Dispute Resolution Procedure (“Procedure”) be followed. Once one party requests that the Procedure be followed, all parties agree to follow it.
- b. **Negotiation.** The parties agree to attend a face-to-face, in-person or video conference meeting to negotiate a resolution to the dispute. The parties agree to fully listen to each other, recognize their mutual interests, and communicate calmly to resolve the dispute. The parties agree to use their best efforts and to negotiate in good faith to reach a just and equitable solution satisfactory to all parties. The parties agree to hold the face-to-face or video conference meeting within 10 days of one party requesting it. If the parties are unable to fully resolve the dispute at the first face-to-face negotiation meeting, the parties may agree to a second face-to-face meeting.
- c. **Mediation.** If the parties are unable to fully resolve the dispute at the first face-to-face or video conference meeting and are unable to agree on attending a second face-to-face or video conference meeting, the parties agree to attend a mediation session with a neutral mediator to facilitate conversation and dispute resolution.
- d. **Mediator Selection & Cost.** The parties agree to select a neutral mediator and agree to equally share the costs of any mediation. In the event that the parties cannot agree on a mediator within 7 days of proposing mediators to the other party, the party requesting mediation will propose three mediators and within 7 days the other party will select the mediator from that list of three names. Parties may wish to consult with local attorneys or with the New Mexico Mediation Association for



may be obtained from county clerks by DPNM if and when DPNM, in its sole discretion, deems the data necessary. If Campaign requests voting history data from a specific county, DPNM reserves the right to charge Campaign an additional fee to obtain that data. Voting history data will be available to all committees in Votebuilder, regardless of requesting party. During Early and Absentee Voting periods, DPNM will work with County Clerks to upload timely Early Voting data to Votebuilder.

- iii. The ability of DPNM to provide any data may be limited by technological constraints, excessive fees, delays by county clerks, or any other reason. DPNM makes no guarantees, express or implied, regarding ability to provide data.

5. Termination

- a. **Term.** DPNM will make Votebuilder available to Campaign up to 45 days after Election Date, at which point this Agreement expires. However, DPNM reserves the right to terminate this agreement, with or without cause, and within a timeframe determined by DPNM earlier than 45 days after Election Date.

b. Breach

- i. In the event of a material breach of this agreement by Campaign (including failure to pay fees on time), DPNM will notify Campaign and request that Campaign remedy the breach. If Campaign has not timely remedied the breach to the satisfaction of DPNM, in its sole discretion, DPNM may suspend access to Votebuilder until DPNM determines whether to restore privileges, continue suspension or terminate this agreement.
- ii. DPNM may immediately suspend Campaign's access to Votebuilder anytime DPNM suspects an imminent threat to the integrity of the application or to the security of the information and data held within OR anytime it suspects or is made aware of a lack of adherence to the terms and spirit of this agreement or to the leadership and authority of the DPNM.
- iii. Campaign will be liable for any damages sustained by DPNM due to the breach.
- iv. A breach by any user authorized by Campaign or any staff, volunteer, or agent of Campaign, is the same as a breach by Campaign.

c. Modifications



then determine, in its sole discretion, whether the data export policy violation merits immediate suspension of Campaign's access. If Campaign does not assure DPNM of Campaign's compliance with this Agreement, then DPNM may immediately suspend Votebuilder access and service may be suspended immediately without refund.

- f. In the event that Campaign violates any data export procedure, including failure to transmit a signed copy of the Non-Disclosure Agreement for Third Party Recipient of Votebuilder Data Export, attached as Exhibit B to this Agreement, Campaign agrees to pay DPNM the liquidated damages in an amount of 50% of the fee that Campaign paid for Votebuilder access. Campaign and DPNM acknowledged that given the high value of data and the importance of data security, that 50% of the fee is a fair valuation of the damage resulting from any failure to follow data export policies.

4. DPNM Responsibilities

a. Promoting Compliance with Agreement

DPNM may monitor the activity of all Votebuilder users to ensure compliance with this Agreement. DPNM may suspend any user, at any time, without notice.

b. Votebuilder Support

DPNM will provide Votebuilder support via the Support Requests feature.

The proper reporting sequence for all support requests is:

1. Campaign User reports to Campaign Administrator.
2. Campaign Administrator reports to DPNM Administrator. DPNM Administrator is not responsible for addressing support requests from individual Campaign Users and will address support requests only from the Campaign Administrator.
3. DPNM Administrator reports to National Administrator.
4. National Administrator reports back to DPNM Administrator.

c. Official Data Collection and Maintenance

- i. DPNM will obtain the Voter File that is current within at least the past three (3) months. DPNM will also obtain statewide voting history and registration data after every statewide election (primary and general) from the New Mexico Secretary of State's office and, when necessary, local clerk's offices.
- ii. DPNM will upload the Voter File data to Votebuilder in a timely manner. Voting history and registration data from local elections



1. Deceased
 2. Do Not Call
 3. Do Not Mail
- c.** Data collected directly by the Campaign, such as Campaign's contact history with the voter and survey data, will be known as "Committee Data" during the campaign and Campaign will be available only to Campaign and DPNM. Committee Data will automatically become Votebuilder Data on Election Date.
- d. Votebuilder Data Exports**
- i. Campaign is required to ensure data security as a top priority when requesting, exporting, and sharing data. Exported data is the greatest security vulnerability.
 - ii. Campaign Administrators or Users may request to export data by using Votebuilder's software functionality to send a request to DPNM's Administrator. All data exports must be requested in writing by Campaign and approved in writing by DPNM's Administrator before any export is downloaded.
 - iii. All data export requests must identify any third-party individuals or groups that may be receiving this data, including, but not limited to:
 1. Polling Services
 2. Mailing Services
 3. Social Media Services (Facebook, Twitter, TargetSmart)
 4. Analytics Firms
 5. Any other individuals or groups in addition to the requestor
 - iv. All data export requests must specify the intended use of the export.
 - v. Campaign must provide a signed Non-Disclosure Agreement for Third Party Recipient of Votebuilder Data Export, attached as Exhibit B to this Agreement, to DPNM Administrator before Campaign may share any data export outside the Campaign.
 - vi. If any data is expected to be collected as a result of a data export, such as third party call center collecting voter survey responses, any and all data that can be entered into Votebuilder must be completed in a timely manner. This includes, but is not limited to:
 1. Phone numbers
 2. Email addresses
 3. Survey Data
- e.** If DPNM reasonably believes that Campaign has violated any data export policy, DPNM will provide Campaign with notice of the suspected non-compliance and an opportunity to respond. DPNM will



- ii. Campaign may provide printed walking lists and calling lists for short-term use by staff and volunteers. Printed lists must be returned to Campaign and must be securely stored or destroyed after use. Printed lists are restricted solely to Campaign staff and volunteers. Printed lists must be identified and tracked by Campaign at all times.

f. Prohibited Uses

- i. Campaign may not redistribute, sublicense, assign, or provide Votebuilder access to, any other campaign, committee, or individual.
- ii. Campaign may not under any circumstances create an account for any third party, nor will Campaign allow third party to access the account of any existing Campaign User.
- iii. Votebuilder and the information and features held within may never be used in any manner injurious to DPNM, its candidates, its duly elected nominees for any office, or any affiliate of DPNM.
- iv. Votebuilder and the information and features held within may never be used in any manner contrary to the laws of any jurisdiction.
- v. Votebuilder and the information and features held within may never be used for commercial (non-political) purposes. Campaign shall not provide, rent, sell, trade, loan, or in any way transfer information and features held within in exchange for any consideration or thing of value.
- vi. Any and all use of said information not described in this agreement is strictly prohibited.

g. Cease Usage

Upon termination, Campaign will destroy all copies of data obtained from Votebuilder in Campaign's possession.

3. Data Ownership, Security and Export Procedure

- a. DPNM owns all data within Votebuilder, known as Votebuilder Data. Votebuilder Data policies are subject to review and change at the discretion of DPNM and/or the DNC.
- b. The following Votebuilder data can be edited by all users, and must be shared between all users:
 - i. Address
 - ii. Phone number
 - iii. Voting history (only editable by DPNM)
 - iv. The following canvass statuses



DPNM on all Votebuilder related matters.

- ii. Administrator will be responsible for ensuring all Campaign users are using Votebuilder, and the data assets within it, in accordance with all policies implemented by DPNM.
- iii. Administrator will be responsible for ensuring any and all issues with accounts, permissions, and access are either resolved directly or reported to DPNM for further assistance. Administrator is responsible for determining that Campaign Users can access all data that Campaign expects to be able to access and to alert DPNM administrator promptly if a problem is detected.
- iv. DPNM reserves the right to dismiss the Administrator at any time for reason; including, but not limited to, malfeasance, dereliction of duty, incompetence, poor cooperation and breach of this agreement.

b. Users

The Campaign Votebuilder Administrator is responsible for creation and maintenance of user accounts within the committee. Campaign is responsible for the activity of all users with access to the Committee Data.

c. Accurate Data & Timely Data Entry

- i. Campaign will use its best efforts to correct or update addresses, phone numbers, email addresses, and voter survey information in a timely manner so that the Votebuilder data file is as accurate as possible. For example, Campaign acknowledges that Campaign discovers that a phone number is disconnected or otherwise not a valid phone number, Campaign is required to promptly mark that number as disconnected.
- ii. Campaign will enter collected voter contact data into Votebuilder in a timely and accurate manner, in accordance with training and other guidelines from DPNM. Data entry is timely if it is entered no later than 3 days after collection.

d. Data Acquisitions by Campaign

1. Campaign may acquire data from third party sources, such as marketing lists, and may use this data within Votebuilder.
2. Campaign is solely responsible for ensuring that this data is acquired and used in accordance with all laws and statutes.
3. Campaign agrees to hold DPNM harmless from any repercussions caused by use of data acquired by Campaign.

e. Valid Uses

- i. The services provided by DPNM and Votebuilder are supplied only for the use and benefit of Campaigns that have signed this Agreement. All other uses are strictly prohibited.



VOTEBUILDER AGREEMENT

This is an agreement between the Democratic Party of New Mexico (“DPNM”) and The Committee to Elect Carol Romero-Wirth (“Campaign”) for the Campaign’s use of Votebuilder from the time this Agreement is signed and up to November 2, 2021 (“Election Date”).

1. Definitions

- a. “DPNM” includes all officials, staff, volunteers, interns, employees, agents, and representatives from the Democratic Party of New Mexico.
- b. “Campaign” includes all officials, candidates, staff, interns, employees, volunteers, agents, and representatives of the Campaign identified above.
- c. “Committee Data” refers to the subset of Votebuilder data that DPNM makes available to Campaign. Committee Data also refers to data collected by Campaign that is entered into Votebuilder, available only to Campaign until Election Date, and that becomes Votebuilder Data on Election Date. For example, if Campaign surveys voters as to their preferred candidate, that is Committee Data until Election Date and then becomes Votebuilder Data on Election Date.
- d. “Election Date” is the Campaign’s upcoming general election date.
- e. “Votebuilder” is the most recent release of the DPNM’s online voter contact management software. The software is designed, developed and supported by Voter Activation Network, LLC (“VAN”) under a partnership with DPNM and the Democratic National Committee (“DNC”).
- f. “Votebuilder Data” is data owned and controlled by DPNM or DNC. It includes data imported into Votebuilder by DPNM from any source. It includes data entered into Votebuilder by Campaign if the data relates to a voter’s request to be placed on a do not call or do not text list.
- g. “Voter File” is the data that DPNM obtains from the New Mexico Secretary of State and that DPNM imports into Votebuilder.

2. Campaign Responsibilities

- a. **Campaign Votebuilder Administrator**
 - i. Campaign agrees to designate one person as Campaign Votebuilder Administrator (“Administrator”), subject to prior approval of DPNM, to serve as the primary administrative liaison between Campaign and

City of Santa Fe

CAMPAIGN FINANCE STATEMENT CERTIFICATION

This Campaign Statement has been prepared with all reasonable diligence and is true and complete in accordance with §9-2 SFCC 1987.

Officer's Signature



Date

9/23/21

Treasurer's/Deputy Treasurer's Signature

Date

Treasurer's/Deputy Treasurer's Address

708 Paseo de Peralta
Santa Fe, NM 87501

Subscribed to and sworn before me this

23rd

day of

September

2021



OFFICIAL SEAL
Gerelyn F. Cardenas

NOTARY PUBLIC
STATE OF NEW MEXICO

My Commission Expires: 03-25-2025



Notary Public

My Commission Expires:

March 25, 2025

Received in the Office of the City Clerk at

10:40

(AM/PM)

on the 23

day of

Sept.

2021

(SEAL)



Kristine Mihelcic, City Clerk

* Place an "x" in the "Contributor Disclosure Required" column if you receive money from any entity, political committee or independent group that has to file its own Campaign Finance Statements with the City Clerk. (Forms CC103A, CC103B, CC105A, CC105B)

- The term "contribution" does not include a volunteer's personal services provided without compensation or the travel or personal expenses of such a campaign worker. (§9-2.3(I)(2) SFCC 1987)
- The City Clerk is authorized to reject any incomplete campaign finance statements. (§9-2.10(E) SFCC 1987)
- The City Clerk shall assess a fine of one hundred dollars (\$100) for unexcused late filing of campaign finance statements. (§9-2.10(G) SFCC 1987)

