



Legislation Details (With Text)

File #: RES 15-1187 **Version:** 2
Type: Resolution **Status:** Passed
In control: Library Board
Final action: 8/5/2015
Title: Authorization to Enter into an End User Agreement with Experian Marketing Solutions, Inc. (Laid over from July 1, 2015)
Sponsors: Chris Tolbert
Indexes:
Code sections:
Attachments: 1. Microsoft Word - SPPL Marketing Action (Non-Patrons) EULA, 2. Analytics on Demand 6-23-15, 3. AOD FAQs 7-13-2015, 4. AOD Board Report 7-29-15

| Date | Ver. | Action By | Action | Result |
|----------|------|---------------|--------------------|--------|
| 8/5/2015 | 2 | Library Board | Adopted As Amended | Pass |
| 7/1/2015 | 1 | Library Board | Laid Over | Pass |

Authorization to Enter into an End User Agreement with Experian Marketing Solutions, Inc. (Laid over from July 1, 2015)

~~WHEREAS, the SPPLA wishes to enter into an End User Agreement with Experian Marketing Solutions for the purpose of purchasing consumer data; and~~

~~WHEREAS, the Agreement offers the SPPLA an economically affordable way to better analyze data on current and potential library patrons, demographics and consumer information; and~~

~~WHEREAS, the Saint Paul Public Library Agency wishes to use Analytics on Demand, a planning and performance measurement tool to enable the SPPLA to better understand the characteristics of its library branch service areas and the City as a whole.~~

~~WHEREAS, Analytics on Demand will assist the SPPLA with creating programs that are responsive to current library patrons and the community, reaching out to Saint Paul residents who do not currently use the library, and measuring the effectiveness of program and communication initiatives; and~~

~~WHEREAS, two of the applications the SPPLA wishes to purchase require that it enter into an End User Agreement with Experian Marketing Solutions for the purpose of purchasing consumer data which will be among the data analyzed by Analytics on Demand; and~~

~~WHEREAS, in its use of Analytics on Demand, the SPPLA will run reports using geographic areas no smaller than census tracts and will not request reports on individuals or households; and~~

~~WHEREAS, the apps using the Experian data offers the SPPLA an economically affordable way to better understand current and potential library patrons and demographics, and is consistent with the SPPLA's mission of connecting people in Saint Paul with the imperative and joy of learning through a lifetime; and~~

~~WHEREAS, the Agreement requires the SPPLA to defend and indemnify the vendor for SPPLA's and its borrower actions or omissions in connection with this Agreement, use of the Service or Equipment; and~~

WHEREAS, the SPPLA cannot obtain this information and service without entering into the End User Agreement with Experian Marketing Solutions; and

WHEREAS, the SPPLA Board finds that the expenditure of public money, which includes the promise of indemnification, will serve a public purpose by assisting SPPLA in obtaining data for analysis of demographic trends to better serve existing library users and plan outreach to non-users, and that this furthers the goals of the SPPLA in advancing Saint Paul's learning priorities and ensuring that the libraries remain active centers of engaged communities; and

WHEREAS, the End User Agreement specifies the jurisdiction and venue be in Illinois, which the City Attorney's Office has agreed to providing that all costs of litigation in that jurisdiction are borne by the SPPLA; now, therefore, be it

RESOLVED, that the Saint Paul Public Library Agency is authorized to enter into the attached End User Agreement with Experian Marketing Solutions which includes a promise of indemnification and a choice of law other than Minnesota.