Agenda Item#: 3N2

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: September 18, 2018	[X] Consent [] Ordinance	[] Regular [] Public Hearing				
Department: Submitted By:	County Library/Administration					
	County Library/Administration					
<u>l.</u>	EXECUTIVE BRIEF					
Motion & Title: Staff recommends motion to:						
A) approve the Developer Agreement	with Apple Inc.; and					
B) authorize the County Administrator amendments, forms and certifications	or designee to execute	any other necessary agreements				
Summary: The Library Department is library users for the purpose of promote functions would include searching the items on hold. A software developer a confirm that the publishing entity agreed development. The agreement states to Apple and agree to abide by the terms annual fee is waived for government expressions.	ting and accessing libra catalog, reviewing libra account with Apple is re es to and is bound by A hat we are not entering s of their software deve	ary services online. The App ary card accounts, and placing equired via the Apple website to Apple's legal agreement for App into a legal partnership with loper agreement. The \$99.00				
Background and Justification: In Nowith SIRSIDynix, the company that property Departments' online public access cate Apple App known as Blue Cloud Mobil through SIRSIDynix. SIRSIDynix would the Library. In 2018, Apple modified the to register and manage their own Apple SIRSIDynix can no longer publish Apple means that the Library must have its own There is no alternative method for the The Apple Developer Agreement state event of a dispute.	ovides the software and alog. One of the comp e that would be develoned publish the App to the condition of the software developer a software developer we software developer Library to make the Apple App Stores.	service to operate the Library onents of the contract was an ped and supplied to the Library e Apple App store on behalf of as and now requires the Library count. This means that re on behalf of the Library. This account to publish the App. p available in the Apple Store.				
Attachments: 1. Apple Developer Agreement						
Recommended By: Departmen	at Director	Douglas Crane) & St. [8] Date				
Approved By:	z Blu	(Todd Bonlarron)				
	ntv Administrator	Date				

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	20 <u>18</u>	20 <u>19</u>	2020	20 <u>21</u>	20 <u>22</u>
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County)	0 0 0 0	0 0 0	0 0 0	0 0 0 0	0 0 0
NET FISCAL IMPACT # ADDITIONAL FTE	0	_0_	0		
POSITIONS (Cumulative)	0	0	0	0	0
Is Item Included in Current Bublet Account No.:	udget? Fund	Dept	Yes Unit	No <u>x</u> Object	

Does this item include the use of federal funds? Yes No X

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Source: Ad Valorem Tax

Impact: Minimal fiscal impact. No transfer of funds required.

C. Departmental Fiscal Review:

(Director, Library Finance and Facilities)

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Dev. And Control Comments:

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

N/A
Department Director

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- 1. Relationship With Apple; Apple ID and Password. You understand and agree that by registering with Apple to become an Apple Developer ("Apple Developer"), no legal partnership or agency relationship is created between you and Apple. You agree not to represent otherwise. You also certify that you are at least thirteen years of age and you represent that you are legally permitted to register as an Apple Developer. This Agreement is void where prohibited by law and the right to register as an Apple Developer is not granted in such jurisdictions. Unless otherwise agreed or permitted by Apple in writing, you cannot share or transfer any benefits you receive from Apple in connection with being an Apple Developer. The Apple ID and password you use to log into your Apple Developer account cannot be shared in any way or with anyone. You are responsible for maintaining the confidentiality of your Apple ID and password and for any activity in connection with your account.
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