



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145520

PAGE 1 OF 9

DATE: 7/1/2025

SUBJECT: CONSIDERATION OF AN AGREEMENT BETWEEN TARRANT COUNTY AND KNOWLEDGECITY FOR THE PROVISION OF LEARNING MANAGEMENT SERVICES TO SUPPORT COUNTYWIDE EMPLOYEE TRAINING AND DEVELOPMENT INITIATIVES

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider an agreement between Tarrant County and KnowledgeCity for the provision of Learning Management System (LMS) services to support Countywide employee training and development initiatives and approve contract.

BACKGROUND

Tarrant County’s Learning & Development team is expanding access to online training opportunities to support professional growth, compliance, and employee development across all departments. KnowledgeCity was identified as a cost-effective and comprehensive solution that offers a robust catalog of online courses, tracking capabilities, and reporting features aligned with the County’s learning objectives.

The proposed one-year agreement with KnowledgeCity will provide all County employees with access to on-demand training in areas such as leadership, compliance, software skills, customer service, and more. The platform will also support departmental training initiatives, allowing for the assignment, monitoring, and documentation of required courses.

This agreement will serve as a foundational component in modernizing Tarrant County’s approach to employee learning and development.

The contract is attached for approval and signature. The District Attorney’s Office reviewed this contract as to form.

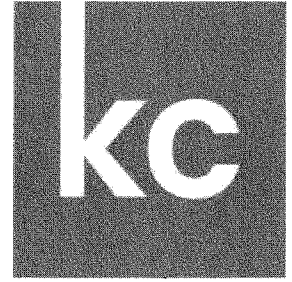
FISCAL IMPACT

The total cost for the one-year agreement with KnowledgeCity is \$39,950.00. Funding is available in account 10000-2025 General Fund/1820100000 Human Resources/569011 Professional Services.

SUBMITTED BY	Purchasing	PREPARED BY:	Caleb Rojo
		APPROVED BY:	Christopher Lax, CPSM, CPSD, CPCP

KnowledgeCity, Inc.

6965 El Camino Real, Suite 105 #423
Carlsbad, CA 92009
invoice@knowledgecity.com
www.knowledgecity.com



Quotation

ADDRESS
Tarrant County, TX
100 E. Weatherford Suite 506
Forth Worth, TX 76196-0103

ESTIMATE 1096
DATE 04/28/2025

PRODUCT	QTY	RATE	AMOUNT
Training Courses and LMS 1 Year Access and Support Learning Management System (LMS) Training Course Library, including the following categories: - Business Skills Training - Technology Software Training - Safety Training - Compliance Training - Finance Training	5,000	7.99	39,950.00
100% attrition Bonus rotation	5,000	0.00	0.00

1-Year Agreement	TOTAL		\$39,950.00



www. KnowledgeCity.com
6965 El Camino Real, Ste. 105, #423
Carlsbad, CA 92009
Phone: 888. 494. 2075
Fax: 760. 683. 8828

KnowledgeCity Payment Options

KnowledgeCity accepts the below forms of payment. Feel free to contact KnowledgeCity at any time with any questions @ 888.494.2075.

I. BANK WIRE OR ACH

PAYMENT	
<i>Wire transfer bank information:</i> Bank of America 222 Broadway, New York, NY 10038 U.S.A. ACH Routing # 121000358 Wire Routing # 026009593 SWIFT Code BOFAUS3N	<i>Wire transfer company information:</i> KnowledgeCity 6965 El Camino Real Ste. 105, #423 Carlsbad, CA 92009 U.S.A. Account Number: 325179364048
<ul style="list-style-type: none">• Do not use any abbreviations or acronyms in the wire instruction.• Spell all words used on the application fully. For example, do not use an abbreviation for your company name. Instead, write out the full name of the company.• Forward a copy of the bank wire confirmation.	

II. CHECK

PAYMENT
<i>Pay to the order of:</i> KnowledgeCity, Inc. Address: 6965 El Camino Real, Ste. 105, #423, Carlsbad, CA 92009

KnowledgeCity, Inc.™ Terms and Conditions of Use

1. COPYRIGHTS, TRADEMARKS, AND OTHER PROPRIETARY RIGHTS

The content found on the Site shall retain all worldwide rights in the intellectual property in and on the Site, including, but not limited to, trademarks; service marks; trade dress; inventions; ideas; trade secrets; the source code; the HTML code; the "look and feel" of the Site; its color combinations, layout, videos, and all other graphical elements; and the copyrights in and to its original content. All KnowledgeCity information on the Site is copyrighted, trademarked, or otherwise protected and owned by KnowledgeCity. Nothing on the Site or in the Training Courses may be copied, downloaded, reproduced, modified, distributed, transmitted, republished, displayed, or performed for any use without the prior written consent of KnowledgeCity. KnowledgeCity grants the use of SCORM content to be used within client LMS systems.

2. NO RESELL OR ASSIGNMENT

Subcontracting or assignment of the Multi-User Account Terms and Conditions is prohibited. Under no circumstances will the Client Company subcontract, assign, delegate, or otherwise have any person or entity use the licenses assigned to the Client Company under these Terms and Conditions without KnowledgeCity's express written consent.

3. LICENSE

KnowledgeCity hereby grants the Client Company a specified amount of non-transferrable licenses to access the Site, subject to the payment of the subscription fees and adherence to these Terms. The licenses will be activated within 7 business days upon receipt of funds from the Client Company. The system will be supported through the duration of the contract terms from the inception of the account.

The Client Company may only allow its personnel to access the Site. The employees and personnel of the Client Company will have unlimited access to view the courses offered throughout the duration of the subscription on the Site twenty-four hours a day, seven days a week. The Client Company agrees that the Site may not be accessed by more individuals than the number of users purchased by the Client Company.

Users shall be authorized to access the Site using any updated browser versions from any internet connection. KnowledgeCity will handle any unforeseen technical issues with the Site. Should the Client Company be unable to access the Service for any period due to any unforeseen matter caused by KnowledgeCity, a similar period will be extended to the Client Company.

4. FEES AND REFUND POLICIES FOR THE MULTI-USER ACCOUNT

The Client Company will be given a designated number of licenses per invoice to access the Site. All fees must be paid to KnowledgeCity prior to the Client Company's initial account launch. All subscription fees are non-refundable.

The Client Company will have access to the subscribed library for the duration of the contract terms from the inception of the account. Should KnowledgeCity fail to issue the Client Company's login information within seven (7) business days, a full refund will be issued to the Client Company within seven (7) business days.

If Client Company purchases additional licenses within a subscription year, the term for these additional licenses will commence on the date the new license order is confirmed. Such additional licenses will end on the date of the original subscription's end date. The cost for the additional licenses will be prorated based on the remaining term of the original subscription and is due upon receipt. For example, if additional licenses are purchased halfway through a subscription year, the cost for these additional licenses will be 50% of the annual license fee.

5. SUBSCRIPTION TERMS / MULTI-YEAR AGREEMENTS

KnowledgeCity offers single or multi-year subscription terms. All subscription fees use current pricing and are based

on the length of the term. Subscription fees are paid annually at the commencement of each subscription year. Alternatively, Client Company may opt to pay the entire subscription fee for multi-year terms upfront at the commencement of the initial subscription year. Client Company remains responsible for the total subscription fee for the entire term regardless of the payment option chosen.

Each subsequent subscription end date will remain consistent each year over a multi-year agreement term regardless of when payments are rendered. If the Client Company terminates its account during a multi-year term, the Client Company shall pay KnowledgeCity the remaining contract amount for each remaining contract year in full within 30 days. Subscriptions are subject to an annual increase of no more than five percent for multi-year agreements. All payment obligations under this Agreement are non-cancelable and non-refundable, and quantities purchased cannot be decreased during the relevant Agreement term.

6. WAIVER

The failure of either party to insist upon or enforce strict performance by the other or to exercise any right under these Terms and Conditions shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, and the same shall be and remain in full force and effect.

7. TERMINATION

The Client Company may terminate these Terms and Conditions at any time and at its sole and absolute discretion. If it is found that the Client Company has breached any term or condition of the Terms and Conditions, the Client Company will be notified. The Client Company will have two weeks to resolve the issue, or KnowledgeCity may terminate access to the Site or cancel subscriptions to the Site. If the Client Company is using a multi-year term, the subscription fee will be due at the beginning of each year on the renewal date until the full term is satisfied or full payment is rendered for remaining contract years.

8. AMENDMENT

Changes, amendments, or modifications of any provision of this Terms and Conditions shall not be valid unless made in writing and signed by each of the parties.

9. AGREEMENT

By submitting payment according to the invoice issued herewith, you are agreeing to the Terms and Conditions, the Privacy Policy, and any additional policies, terms, conditions and/or agreements provided by KnowledgeCity, Inc. in connection with the Services provided.

10. TAX EXEMPTION.

Client Company is a tax-exempt organization pursuant to Ch. 151 of the Texas Sales, Excise, and Use Tax Code and Section 501(c)(3) of the Internal Revenue Code, and is not responsible for payment of any amounts accountable or equal to any federal, state or local sales, use, excise, personal property, or other taxes levied on any transaction or article provided for by this Agreement. Client Company will provide evidence of its tax-exempt status to KnowledgeCity upon request.

11. APPLICABLE LAW AND VENUE.

The Parties agree that this Agreement is subject to, and agree to comply with, applicable local, State of Texas, and federal statutes, rules and regulations. THIS AGREEMENT BETWEEN THE PARTIES SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, USA, WITHOUT REFERENCE TO ITS LAWS RELATING TO CONFLICTS OF LAW. Any legal action arising out of or relating to the Agreement shall be brought only in the state or federal courts located in Tarrant County, Texas, and the Parties irrevocably consent to the jurisdiction and venue of such courts.



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12. PROHIBITION ON USE OF NAME AND LOGO.

KnowledgeCity agrees that it will not, without the prior written consent of the Client Company, use the names, logos, symbols, trademarks or service marks of the Client Company, for any purposes or uses (expressly including but not limited to for KnowledgeCity's advertising, promotion or other marketing) other than those reasonably related to performing and completing the Services. This section titled "Prohibition on Use of Name and Logo" shall survive the termination or expiration of this Agreement.

13. COMPLIANCE WITH LAWS AND REGULATIONS.

In providing the Services required by this Agreement, KnowledgeCity shall obtain and maintain any applicable licenses or regulatory approvals necessary for it to perform its Services under this Agreement and shall observe and comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations.

14. CERTIFICATE OF INTERESTED PARTIES (FORM 1295).

To the extent applicable, KnowledgeCity acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the Form 1295 electronically filed with the Texas Ethics Commission, at <https://www.ethics.state.tx.us/filinginfo/1295/>, as required by law, and that the attached signed copy attached as Attachment 2 is a full and true copy of said filed form.

Company: _____

Name: _____

Title: _____

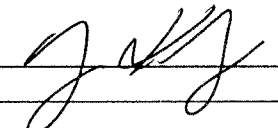
Date: _____

Signature: _____

KnowledgeCity, Inc.

Name: Melody Godsey

Title: Business Manager

Signature:  _____

Date: _____

APPROVED AS TO FORM:

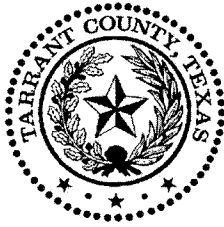
James Marvin Nichols

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Tarrant County Auditor



TAKINGS IMPACT ASSESSMENT CHECKLIST

Complete this form for any county action that involves the adoption of a regulation, policy, guideline, court resolution, or order.

Project/Regulation Name: Consideration of an Agreement between Tarrant County and KnowledgeCity for the Provision of Learning Management Services to Support Countywide Employee Training and Development Initiatives

County Department: PURCHASING

Contact Person: Melissa Lee, C.P.M., A.P.P.

Phone Number for Contact Person: (817) 884-3245

Type of TIA Performed: SHORT TIA or FULL TIA. Circle one after answering the questions in Sections II and III below.

I. Stated Purpose

Attach to this checklist an explanation of the purpose of the regulation, policy, guideline, court resolution, or order.

Note: The remainder of this Takings Impact Assessment Checklist should be completed in consultation with the Criminal District Attorney's Office.

II. Potential Effect on Private Real Property

1. Does the county action require a physical invasion, occupation, or dedication of real property?

Yes _____ No √

2. Does the county action limit or restrict a real property right, even partially, or temporarily?

Yes _____ No √

If you answered yes to either question, go to Section III. If you answered no to both, STOP HERE and circle SHORT TIA at the top of the form.
