

**KnowledgeCity, Inc.**

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

**Daniela E. Garza**

E-signed 2024-10-30 09:19AM CDT  
daniela.garza@co.hidalgo.tx.us



**INVOICE**

**BILL TO**  
Hidalgo County, TX  
2802 S Closner Blvd.  
Edinburg, TX 78539

**INVOICE** GB023699  
**DATE** 09/24/2024  
**TERMS** Net 7  
**DUE DATE** 10/01/2024

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	471.41	2,357.05
20% attrition Bonus rotation	1	0.00	0.00

1 Year Term  
5 licenses, \$471.41 per license  
PO#  
This subscription is valid from 10/31/2024 to 10/30/2025

**BALANCE DUE \$2,357.05**

Wire transfer information:  
Bank of America, N.A.  
222 Broadway, New York, NY 10038  
ACH Routing # 121000358  
Wire Routing # 026009593  
SWIFT Code BOFAUS3N  
Beneficiary Name: KnowledgeCity, Inc.  
Beneficiary Address: 6965 El Camino Real  
Ste. 105, #423, Carlsbad, CA 92009 U.S.A.  
Account Number: 325179364048

CHECK PAYMENT  
Pay to the order of: 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. AUTOMATIC RENEWAL

Unless Client Company provides a written notice of modification or termination, this Agreement and Client Company's subscriptions shall automatically renew at the end of this term. The renewal term shall be for the same duration as this Agreement, and the terms herein shall apply to the renewal period. Client Company may modify or terminate this Agreement, its account and subscriptions by providing written notice no later than 45-days before the end of the term.

#### 7. 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.

#### 8. 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.

#### 9. 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.

#### 10. AGREEMENT

By submitting payment according to the invoice issued hearwith, 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.

Company: Hidalgo County

Name: Richard F. Cortez

Title: Hidalgo County Judge

Date: Oct 30, 2024

Signature: 

**KnowledgeCity, Inc.**

Name: Melody Godsey

Title: Business Manager

Signature: 

Date: \_\_\_\_\_

## 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"> <li>Do not use any abbreviations or acronyms in the wire instruction.</li> <li>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.</li> <li>Forward a copy of the bank wire confirmation.</li> </ul>	

### II. CHECK

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

### LMS and Content Access

Number of Licenses	Categories	Cost/User (1 Year Term)
5	Full Learning Library	\$471.41
<b>Total Cost</b>		<b>\$2,357.05</b>

**Multi-Year Agreements:**  
(additional discounts available)

- 2-Year Term (-10% annually)
- 3-Year Term (-15% annually)

We would like to extend this offer for a two (2), or three (3) year agreement, as mutually agreed upon by both parties. The pricing for the services provided under this agreement may be subject to an annual increase, which shall not exceed five percent (5%) per year

**EXECUTED** as of the day and year first written above.

**APPROVED BY COMMISSIONERS' COURT ON OCTOBER 29, 2024.**

**Agenda Item No. 97224**

**Executive Office:** MM

**COUNTY:**  
COUNTY OF HIDALGO

*Richard F Cortez*

Hon. Richard F. Cortez, County Judge



**ATTEST:**

*Arturo Guajardo Jr*

Arturo Guajardo, Jr., County Clerk

**APPROVED AS TO FORM**  
Office of the Criminal District Attorney,  
Toribio "Terry" Palacios

*Robert Viña III*

Robert Viña III (Oct 30, 2024 08:32 CDT)

Robert Viña III, Assistant District Attorney

**ATTACHMENTS:**  
(If Applicable)

**SUPPLEMENTAL SIGNATURES:**  
(If Applicable)

AI-97224

Purchasing Department 9. I. 2.  
Human Resources

**CC CONSENT AGENDA SPECIAL MTG**

**Meeting Date:** 10/29/2024

**Submitted For:** Ignacio Amezcua,  
PURCHASING DEPT.

**Submitted By:** Victor Webber

**Department:** PURCHASING DEPT.

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**Information**

**CAPTION**

Requesting authority to enter into five (5), one (1) year software license agreements for Learning Management System (LMS) Training Course Library access and support with KnowledgeCity, Inc. with an automatic annual renewal in the total amount of \$2,357.05

**BACKGROUND**

Project No. 24-0381

Term: 10/31/2024 - 10/30/2025

Annual Fee subject to an annual increase, which shall not exceed five percent (5%) per year.

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**Fiscal Impact**

**CALENDAR YEAR:** 2024

**ACCT. #:** 4-1100-415-50-190-002-0-584

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available as of 10/24/2024.

REQ No. 00504774

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**Attachments**

1295 & 1295 Acknowledged

Legal Approval

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Purchasing / Internal	Ignacio Amezcua	10/25/2024 02:24 PM
Budget & Management	Veronica Ortiz	10/25/2024 02:26 PM
Final Approval	Monica Salinas	10/25/2024 05:25 PM
Form Started By: Victor Webber		Started On: 10/24/2024 03:31 PM
Final Approval Date: 10/25/2024		

B. Requesting approval to enter into a one (1) year subscription agreement for Asset Management Program with Grokability, Inc., in the total amount of \$999.99

**H. Health & Human Services:**

1. AI-97217 Requesting acceptance and approval of the Certificate of Construction Completion from SKO Elite Repair LLC, for the Hidalgo County Health Department "24-0238 Health Admin Office Renovations", with the final payment of \$82,370.00, with the authority for County Judge or Oscar Villarreal, Facilities Director to sign all required documents.

2. AI-97199 Requesting approval to pay the following invoice for construction material testing services as submitted by B2Z Engineering in connection with the El Paraiso project.

Work Authorization #	PO #	Invoice #	Invoice Date	Amount
2	872577	30066	10/14/2024	\$4,761.58

3. AI-97200 Requesting approval to pay the following invoice as submitted by International Consulting Engineers for architectural structural MEP, civil and survey services in connection with the La Mansion Clinic:

PO #	Invoice #	Invoice Date	Amount
873313	3311	10/22/2024	\$16,810.30

4. AI-97169 Requesting approval to process the following invoice for professional engineering services as submitted by HALFF Associates, Inc. in connection with the Hidalgo County El Paraiso Health Clinic:

PO #	Invoice #	Invoice Date	Amount
853723	10128336	10/11/2024	362.34

5. AI-97094 Requesting authority to exercise the third, one (1) year contract extension with Dr. Ivan Melendez, M.D. for "Chief Physician/Health Authority for HC Health and Human Services Department" (C-19-182-11-19) under the same rates, terms, and conditions.

**I. Human Resources:**

1. AI-97184 Requesting authority to exercise the third, one (1) year contract extension with Deer Oaks EAP Services LLC for "Employee Assistance Program (EAP)" (C-19-225B-12-03) under the same rates, terms and conditions.



2. AI-97224 Requesting authority to enter into five (5), one (1) year software license agreements for Learning Management System (LMS) Training Course Library access and support with KnowledgeCity, Inc. with an automatic annual renewal in the total amount of \$2,357.05

**J. IT Department:**

1. AI-97017 Requesting approval to enter into a twenty-four (24) month service agreement for one (1) dedicated fiber internet services and Static IPs with Charter Communications for HC Sheriffs' Office through HC's membership with Texas Department of Information Resources (DIR-TELE-CTSA-009) in the total amount of \$ 1,775.20 per month (One time fee \$280.00)



Victor Webber <victor.webber@co.hidalgo.tx.us>

**24-0381 Training Library Licenses**

**Robert Vina** <robert.vina@da.co.hidalgo.tx.us> Thu, Oct 24, 2024 at 4:01 PM  
To: Victor Webber <victor.webber@co.hidalgo.tx.us>  
Cc: Michelle Lopez <michelle.lopez@da.co.hidalgo.tx.us>, "Victor M. Garza" <victor.garza@da.co.hidalgo.tx.us>, Olga Garza <olga.garza@co.hidalgo.tx.us>, Dina Trevino <dina.trevino@co.hidalgo.tx.us>

Good Afternoon Mr. Webber,  
This office reviewed the Knowledge Center agreement 24-0381 for training courses licenses and at this time the same is approved as to form.

Please let me know if you have any questions.  
Respectfully,

**Robert Viña III**  
*Assistant District Attorney*  
Civil Litigation Division

**Office of the Criminal District Attorney**  
Hidalgo County, Texas  
100 E. Cano  
Edinburg, TX 78539  
(956) 292-7609 EXT 8187  
(956) 292-7619 FAX

[robert.vina@da.co.hidalgo.tx.us](mailto:robert.vina@da.co.hidalgo.tx.us)

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[Quoted text hidden]












# C-24-0381-10-29 KnowledgeCity, Inc (1)

Final Audit Report


2024-10-30

Created:	2024-10-30
By:	Victor Webber (victor.webber@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAATblh70ArnkE1Fs8OnAQDbvPVX888kZ-f

## "C-24-0381-10-29 KnowledgeCity, Inc (1)" History

-  Document created by Victor Webber (victor.webber@co.hidalgo.tx.us)  
2024-10-30 - 2:02:46 PM GMT
-  Document emailed to daniela.garza@co.hidalgo.tx.us for approval  
2024-10-30 - 2:05:46 PM GMT
-  Email viewed by daniela.garza@co.hidalgo.tx.us  
2024-10-30 - 2:19:03 PM GMT
-  Signer daniela.garza@co.hidalgo.tx.us entered name at signing as Daniela E. Garza  
2024-10-30 - 2:19:24 PM GMT
-  Document approved by Daniela E. Garza (daniela.garza@co.hidalgo.tx.us)  
Approval Date: 2024-10-30 - 2:19:26 PM GMT - Time Source: server
-  Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature  
2024-10-30 - 2:19:29 PM GMT
-  Email viewed by arturo.guajardo@co.hidalgo.tx.us  
2024-10-30 - 5:55:25 PM GMT
-  Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as Arturo Guajardo Jr.  
2024-10-30 - 5:56:17 PM GMT
-  Document e-signed by Arturo Guajardo Jr. (arturo.guajardo@co.hidalgo.tx.us)  
Signature Date: 2024-10-30 - 5:56:19 PM GMT - Time Source: server
-  Document emailed to Daniela E. Garza (daniela.garza@co.hidalgo.tx.us) for approval  
2024-10-30 - 5:56:21 PM GMT
-  Email viewed by Daniela E. Garza (daniela.garza@co.hidalgo.tx.us)  
2024-10-30 - 6:00:20 PM GMT



 Document approved by Daniela E. Garza (daniela.garza@co.hidalgo.tx.us)

Approval Date: 2024-10-30 - 6:01:01 PM GMT - Time Source: server

 Agreement completed.

2024-10-30 - 6:01:01 PM GMT

