



Information Technology

Telephone: 701-241-5750
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MEMO

TO: Cass County Commission
FROM: Bob Henderson, IT Director
DATE: 4/8/25
SUBJECT: Purchase of Agenda Management Software

Commissioners:

As part of our ongoing efforts to modernize operations and improve efficiency, we are looking to move forward with the purchase of Diligent Community, a cloud-based agenda management solution. This platform is specifically designed for public sector organizations and will streamline how we prepare, manage, and share agendas, minutes, and related documents for meetings. This platform was selected after reviewing numerous applications by IT and Administration to find one that meets our needs the best.

Diligent Community offers several key benefits that will enhance transparency, accessibility, and collaboration. It enables centralized and secure access to agenda packets, supports seamless document uploads and edits, and automates workflows that reduce manual processes. The platform also includes public access features, allowing residents to easily find and view meeting materials, which aligns with our commitment to open government.

Implementing Diligent Community will reduce administrative burden, improve document version control, and ensure compliance with meeting notice requirements. Overall, this investment supports both operational efficiency and public engagement, helping our organization stay organized, accountable, and responsive.

This is a budgeted expense.

SUGGESTED MOTION:

Authorize the IT Director to purchase a subscription to Diligent Community and their support package for a cost of \$12,000.

Bob Henderson
Information Technology Department



Agreement Number: Q-1366660

ORDER FORM

This Order Form is made by and between Cass County, ND (hereinafter “**Client**”) whose principal place of business is 211 9th Street South, Fargo, North Dakota, United States 58103 and Diligent Corporation (hereinafter “**Diligent**”), whose principal place of business is located at 1111 19th St NW, 8th Floor, Washington DC 20036. The Order Form is effective as of the **Effective Date**, as defined below. Each of Client and Diligent are a “**Party**” and are together the “**Parties**.” All amounts are in USD currency.

A. Terms

This Order Form, together with the applicable General Terms and Conditions as identified at <https://diligent.com/governance-cloud-terms-conditions> and the applicable Product Terms as identified at <https://diligent.com/product-terms>, form the entire agreement between the parties in respect of the products and services set forth in this Order Form (the “Agreement”). For purposes of this Agreement, in the event of any conflict between the Order Form and the General Terms and Conditions, the Order Form shall control. Notwithstanding anything to the contrary in any purchase order or other document provided by Client, any product or service provided by Diligent to Client in connection with a purchase order related to this Order Form is conditioned upon Client’s acceptance of the Agreement. Any additional, conflicting or different terms proffered by Client in a purchase order or otherwise shall be deemed null and void.

B. Diligent Services

Diligent Community Package

Description	Detail	Start Date	End Date	Quantity	Annual Price Per	Total Annual Price
Diligent Community Platform	Community Platform	May 01, 2025	April 30, 2026	1	10,000.00 USD	10,000.00 USD
Community Premium Success Package		May 01, 2025	April 30, 2026	1	2,000.00 USD	2,000.00 USD

Total Annual Subscription Fee: 12,000.00 USD

One-Time Installation Fee: 0.00 USD

As of the execution of this Order Form, Client will pay a total of 12,000.00 USD (plus applicable taxes) for the subscriptions and/or services purchased under this Order Form. Upon execution of this Order Form, Diligent will issue billing documents for such subscriptions and/or services, which may include invoices or credit memos as applicable.

Pricing is valid until April 30, 2025. If the Agreement received is executed by Client after this date, Diligent may accept or reject the Agreement in its sole discretion.

The “Effective Date” of this Agreement shall be the Start Date as set forth above and the Initial Term of the Agreement shall run from the Effective Date through the End Date as set forth above.

After the Initial Term, the term of the Agreement will automatically renew for additional 1 year Renewal Terms, unless either Party provides the other written notice of non-renewal no later than 30 days prior to the expiration of the Initial Term or any Renewal Term. For each year of the Term, pricing shall increase by 8.00% on each anniversary of the Effective Date. Any notices of non-renewal issued by Client to Diligent must be provided to



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billing@diligent.com. All Subscription Fees shall be payable on an Annual basis in advance. All payments are due Net 30 days from the date of invoice.

C. Notices And Client Information

	Invoicing	Notices
Client Contact Name:		
Address:		
Billing Contact:		
Phone:		
E-mail:		
Additional Email:		
VAT/Tax ID:		
Purchase Order:		

IF APPLICABLE: ☐ Tax-exempt Entity: Please attach a copy of your tax-exemption certificate to this Order Form.

Notices to Diligent:

Except as otherwise identified, all notices to Diligent shall be sent to: Legal@diligent.com



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IN WITNESS WHEREOF, the Parties hereto have executed the Agreement as of the Effective Date.

Cass County, ND
("Client")

Signature:

Name:

Job Title:

Date:

Diligent Corporation
("Diligent")

Signature:

Name:

Job Title:

Date: