

RESOLUTION APPROVING THE PURCHASE AGREEMENT AND ADDENDUMS BETWEEN ASHTABULA COUNTY AND DOCUSIGN GOVERNMENT AT CARAHSOFT FOR ELECTRONIC SIGNATURES FOR VARIOUS COUNTY OFFICES

WHEREAS, an Electronic Signature Policy was adopted by the Ashtabula County Data Board effective May 12, 2020 and adopted for use by the Ashtabula County Commissioners on July 19, 2022 by Resolution Number 2022-339; and

WHEREAS, it is now time to approve an agreement for electronic signatures that has been presented for the approval of the Board, to-wit:

Scope: To provide electronic signature services to the Commissioners', Auditor's; Prosecutor's and other county offices, as needed

Provider: DocuSign Government at Carahsoft 11493 Sunset Hills Rd., Ste. 100, Reston, Virginia 20190

Cost: Not to Exceed: \$9,384.60

Term: effective retroactive to January 20, 2024 thru January 19, 2025; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement and addendums, as noted above, is approved in accordance with the copies now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2024-114

February 20, 2024

**RESOLUTION APPROVING THE PURCHASE AGREEMENT AND ADDENDUMS
BETWEEN ASHTABULA COUNTY AND DOCUSIGN GOVERNMENT AT
CARAHSOFT FOR ELECTRONIC SIGNATURES FOR VARIOUS COUNTY OFFICES**

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

VOTE:

**Kathryn L. Whittington
J.P. Ducro IV
Casey R. Kozlowski**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

FISCAL OFFICER'S CERTIFICATE

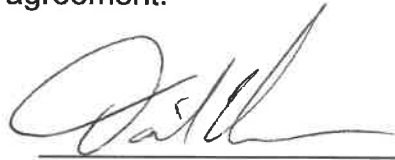
5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the 2024, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of the following funds:

1001.001.101-601. County Obligations contract services

In the amount of \$9,384.60 for year 2024 and free from any previous encumbrances.

Agreement Title: Docusign/Carahsoft agreement.

A handwritten signature in black ink, appearing to read 'D. Thomas', is written over a horizontal line.

**David Thomas, Ashtabula
County Auditor**

Contact: Lisa Hawkins, Clerk

Date: February 20, 2024

Government - Price Quotation**DocuSign Government at Carahsoft**

11493 Sunset Hills Road | Suite 100 | Reston, Virginia 20190
 Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
 www.carahsoft.com | sales@carahsoft.com



TO: David Thomas
 Ashtabula County
 25 W Jefferson St
 Jefferson, OH 44047 USA

FROM: Jennifer Yeater
 DocuSign Government at Carahsoft
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: djthomas@ashtabulacounty.us

EMAIL: Jennifer.Yeater@carahsoft.com

PHONE: (440) 576-3783

PHONE: (571) 662-3397

FAX: (703) 871-8505

TERMS: GSA Schedule No: 47QSWA18D008F
 Term: August 22, 2018 - August 21, 2028
 FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 UEI: DT8KJHZXVJH5
 Business Size: Other than Small
 Sales Tax May Apply

QUOTE NO: 42139150
QUOTE DATE: 12/05/2023
QUOTE EXPIRES: 01/19/2024
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$9,384.60
TOTAL QUOTE: \$9,384.60

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE		QTY	EXTENDED PRICE
1	APT-0463	DocuSign Enterprise Pro Edition - Envelope Subs. DocuSign, Inc. - APT-0463 Start Date: 01/20/2024 End Date: 01/19/2025		\$7.6923	GSA	1,000	\$7,692.30
2	APT-0148	Enterprise Premier Support 22% of Recurring Fees (22% of List Price per \$100 of List License Fees) DocuSign, Inc. - APT-0148 Start Date: 01/20/2024 End Date: 01/19/2025		\$1.6923	GSA	1,000	\$1,692.30
SUBTOTAL:							\$9,384.60
TOTAL PRICE:							\$9,384.60
TOTAL QUOTE:							\$9,384.60

Government - Price Quotation

DocuSign Government at Carahsoft



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www.carahsoft.com | sales@carahsoft.com



Please reference GSA Contract #47QSWA18D008F and Carahsoft #42139150 on your Purchase Order.

Product Details

eSignature Envelope Allowance: 1,000

Overage/Usage Fees

eSignature Enterprise Pro Edition - Envelope Subs. (Per Transaction): \$9.30

Customer must reference Quote number on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription and support pricing will be in accordance with DocuSign's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

Licensee agrees that any order for DocuSign will be governed by the terms and conditions of the Carahsoft DocuSign Service Agreement copies of which are found at https://static.carahsoft.com/concrete/files/2616/5962/5258/DocuSign_Master_Services_Agreement_fo_Public_Sector.pdf and all Schedules and Documentation referenced by the Terms are made a part hereof. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Quotes (and their Contract Vehicle), (2) the TOU, and (3) the Documentation. Licensee acknowledges it has had the opportunity to review the Terms, prior to executing an order.

Should the customer purchase any version of DocuSign's IL-4 licensing the below terms will apply.

Reference the Memorandum previously provided to DISA Authorizing Official (dated March 27, 2021) detailing the Provisional Authorization (PA) granted by DISA, exceptions to/exclusions from the PA, and conditions DocuSign is required to meet in order to maintain the PA.

DocuSign is not yet authorized to connect to NIPRnet. Customer acknowledges that as of the Order Start Date, DocuSign does not have a BCAP connection to NIPRnet.

Therefore, as a result, if Customer does not currently have DISA approval to forego the BCAP connection to NIPRnet:

- Customer will not use any DocuSign DoD/IL-4 products in production without a BCAP connection (or DISA approval);
- Customer will not host, store or transmit production data in the IL4 environment without a BCAP connection to NIPRnet or a documented exception from DISA per to use DocuSign products while forgoing the BCAP;
- Customer agrees not to use any DocuSign DoD/IL-4 products to connect to any DocuSign environment via a non BCAP end point without a documented exception from DISA to use DocuSign products while forgoing the BCAP;
- Customer is responsible for any customer data sent to third party applications (regardless of whether third party applications are IL-4 certified).

Enterprise Premier Support for IL-4 customers is available from 9:00am - 8:30pm Eastern Standard Time.

**ASHTABULA COUNTY
ADDENDUM**

This Addendum is hereby incorporated into the Purchase Agreement (the “Agreement”) between Ashtabula County (the “Purchaser”) and DocuSign Government at Carahsoft (the “Seller”) dated December 12, 2023. The Parties agree as follows:

1. Disputes: If any dispute or difference of any kind (a “Dispute”) arises between the Parties in connection with, or arising out of, this Agreement, the Seller and Purchaser within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of Seller and Purchaser shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within fifteen (15) Business Days, the Dispute shall be referred within two (2) Business Days of the lapse of the fifteen (15) Business Day period to the responsible senior management of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of Parties have had at least an additional fifteen (15) Business Days to resolve the Dispute following referral of the Dispute to them. The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any disputes between the parties to the extent in which the parties cannot resolve their disputes within a reasonable amount of time. This agreement does not prohibit the parties from seeking mediation before litigation. During the pendency of any mediation or litigation the Parties shall continue to perform their obligations under this Agreement subject to Court Order.
2. Choice of Law/Venue: All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Ashtabula Purchaser, Ohio, and each party hereby expressly consents to the jurisdiction of such court.
3. Software Services Addendum: The Ashtabula County Software Services Addendum attached hereto is incorporated into the Agreement as if fully set forth therein.
4. Incorporation/Precedence: The following documents collectively constitute the Agreement, are incorporated herein by reference, and, in the case of any conflict or ambiguity, the order of precedence between the documents shall be as follows: 1) this Addendum, including the Software Services Addendum; 2) Carahsoft Rider to Manufacturer End User License Agreements; 3) Carahsoft General Services Administration Contract

Reviewed by Matthew J. Hebebrand, Esq.

Number 47QSWA18D008F; 4) Docusign, Inc. Corporate Subscriber Terms and Conditions; 5) DocuSign Government at Carahsoft Quotation dated December 12, 2023. All references to the "U.S. Government" or the "Government" or "End User" in such documents shall be construed to apply to Purchaser.

Agreed upon and accepted by:

DocuSign Government at Carahsoft:

DocuSigned by:
Signature: Madeline Hall Barfield
761B9990G6AE49C...

Print Name: Madeline Hall Barfield

Title: Contracts Manager

Board of County Commissioners, Ashtabula County, Ohio

DocuSigned by:
Signature: Kathryn Whittington
72C9CAG40E3D4A8...

Commissioner

DocuSigned by:
Signature: [Handwritten Signature]
8CC3D2025A6D44E...

Commissioner

DocuSigned by:
Signature: Casey Kozlowski
3E6154CBF4DA44C...

Commissioner

Approved as to Legal Form:

DocuSigned by:
Colleen M. O'Toole
9BF739D368A64D5...

Colleen M. O'Toole,
Ashtabula County Prosecutor

Matrix Matter Number 2024-CON-0001
Reviewed by Matthew J. Hebebrand, Esq.

ASHTABULA COUNTY SOFTWARE SERVICES ADDENDUM

This Addendum is hereby incorporated into the Purchase Agreement (the “Agreement”) between Ashtabula County (the “County”) and DocuSign Government at Carahsoft (the “Vendor”) dated December 12, 2023. Whereas the Services includes computer software programs licensed by Vendor, the parties agree to the additional terms and conditions as set forth below. In the case of any conflict or ambiguity between the terms of this Addendum and the terms in the Agreement, the terms of this Addendum shall take precedence.

A. REPRESENTATIONS AND WARRANTIES

1. Vendor represents that it has sufficient training, expertise, staffing and experience to professionally provide the services as delineated in the Agreement and any exhibits attached thereto.
2. Vendor represents and warrants to County that neither Vendor, in connection with performing the services in performance of this Contract, nor the completed product delivered by Vendor, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. Vendor further represents and warrants to County that it will not use any trade secrets or confidential or proprietary information owned by any third party in performing the services related to this Contract or in delivery of the completed product unless Vendor has the authority to license, use or provide those trade secrets or confidential or proprietary information to County. Vendor further represents and warrants to County that neither Vendor nor any other company or individual performing services pursuant to this Contract is under any obligation to assign or give any work done under this Contract to any third party.

B. INTELLECTUAL PROPERTY INFRINGEMENT

1. Vendor, at its own expense, shall defend and indemnify County against claims that products furnished under this Contract infringe a United States patent or copyright or misappropriate trade secrets protected under United States law.
2. As to any product which is subject to a claim of infringement or misappropriation, Vendor may (a) obtain the right of continued use of the product for County or (b) replace or modify the product to avoid the claim. If neither alternative is available on commercially reasonable terms then, at the request of Vendor, any applicable Software license and its charges will end, County will stop using the product, and will return the product to Vendor. Upon return of the product, Vendor will give County a credit for the price paid to Vendor, less a reasonable offset for use and obsolescence.

C. INSURANCE

Vendor shall secure and maintain Cyber Liability and Security Insurance or equivalent insurance product(s), with minimum liability limits of not less than \$5,000,000 and first party limits of not less than \$1,000,000, that will provide, without cost to the Vendor or County, an immediate response in the event of a data breach, including meeting all notification obligations of Vendor and County and, in the event the Data Breach involves personal information as defined by Chapter 1347 of the Ohio Revised Code, provide free credit monitoring for any affected individual for a minimum period of one year.

D. CONFIDENTIALITY

1. Either Party who discloses Confidential Information, as defined herein, is a “Disclosing Party” for purposes of this Article, and either Party who receives such Confidential Information is a “Receiving Party” for purposes of this Article. “Confidential Information” means inventions, ideas, intellectual property, formulae, patterns, compilations, programs, methods, techniques, processes, data, designs, algorithms, source code, object code, research plans, business plans, financial forecasts, business opportunities, pricing lists, customer lists, personnel lists, financial statements, and similar information, whether written or oral, that generally is not known to the public and is the subject of reasonable efforts to maintain its secrecy. Notwithstanding the foregoing, Confidential Information shall not include information that (a) is or becomes generally available to the public other than as a result of disclosure thereof by the Receiving Party, (b) is or becomes available to the Receiving Party on a non-confidential basis from a source (other than the Disclosing Party) which is not prohibited from disclosing such Confidential Information to the Receiving Party by a legal, contractual or fiduciary obligation to the Disclosing Party, (c) Receiving Party can demonstrate is independently developed by Receiving Party without use, directly or indirectly, of any Confidential Information, or (d) is required to be disclosed by law, including under O.R.C. Chapter 149, or by valid court order.
2. Confidential Information furnished directly or indirectly by the Disclosing Party to the Receiving Party or to any directors, officers, employees, agents, attorneys, accountants, advisors, affiliates, and other representatives and potential financing sources of the Receiving Party (collectively, “Representatives”), whether obtained by or furnished to the Receiving Party prior, contemporaneously, or subsequent to the Effective Date, shall be kept confidential and shall not, without the Disclosing Party's express prior written consent, be disclosed by the Receiving Party or its Representatives in any manner whatsoever, in whole or in part, and shall not be used by the Receiving Party or its Representatives other than in connection with this Agreement. Each party agrees to reveal the Confidential Information only to its Representatives who need to know the Confidential Information for the purpose of this Agreement, who are informed of the confidential nature of the Confidential

Information and who agree to act in accordance with the terms and conditions of this Agreement.

3. In the event the Receiving Party or any party to which it transmits the Confidential Information pursuant to this Agreement becomes legally compelled to disclose any of the Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt notice so that the Disclosing Party may seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, the Receiving Party shall furnish only that portion of the Confidential Information which it is advised by written opinion of counsel is legally required, and the Receiving Party shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.
4. Each party acknowledges and agrees that, given the nature of the Confidential Information, money damages would not be a sufficient remedy for any breach of this Article, and that, in addition to all other remedies, the aggrieved party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

E. PUBLIC RECORDS

By entering into the Agreement, Vendor acknowledges and understands that records maintained by Vendor pursuant to the Agreement may be deemed public records and subject to disclosure under Ohio law. Vendor agrees to comply with Ohio Revised Code Chapter 149 and all public record laws and shall be responsible for any and all costs related to disclosing public records in its possession. Vendor further agrees that it will not in any manner interfere with County's access to any County public records, court records, data, or information in Vendor's possession or under Vendor's control. Vendor shall ensure that any software or hardware it owns, maintains, distributes, licenses, or in any manner controls or is utilized to access County public records, court records, information, or data will house or be able to be utilized in such a manner that ensures County's accessibility and readability to such public records, court records, information, and data before and after the term of the Agreement. Vendor agrees that it will not take any action or refrain from any action that corrupts, destroys, interferes with, or in any way limits

County's ability to utilize any County public records, court records, data, or information during or after the term of the Agreement. Vendor acknowledges that taking or refraining from any action that in any way prevents, harms, or limits County's ability to access or utilize County public records, court records, data, or information is a material breach of the Agreement and a violation of Ohio law. Vendor shall transfer a copy of all electronically formatted County public records, court records, data, and information in its possession, under its control, or kept on any software or hardware it maintains, distributes, or licenses to County in a format suitable for use by County, as determined by County, within ten (10) days after termination of the Agreement unless an alternative

time period or arrangement for such transfer is agreed upon by the Parties in writing and formally executed as an amendment to the Agreement. Vendor or its agents and assigns shall be responsible for the cost of the aforementioned transfer of public records, court records, information, and data to the County.

F. DATA SECURITY

Vendor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards at all times during the term of this Contract to secure any County Data (which shall be defined as “any information provided to, or collected, generated, stored, or processed by the system, including user identification information and metadata which may contain such information or from which such information may be ascertainable”) from any access, destruction, loss, theft, use, modification or disclosure of data by an unauthorized party or that is in violation of Agreement terms and/or applicable state or federal law (a “Data Breach”), and protect the data from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the County access to its data, Vendor shall quarantine the Data Breach, ensure secure access to data, and repair the Services as needed in accordance with the Contract Documents. Failure to do so may result in the County exercising its options for assessing damages or other remedies under this Agreement. Upon discovery of any Data Breach, Vendor shall provide notice, through electronic mail, to County within the timeframe required by applicable laws and regulations after Vendor confirms there has been such a Data Breach. To the extent known at the time of notification, Vendor’s notice shall include:

- (a) The nature of the Data Breach;
- (b) The County Data accessed, used or disclosed;
- (c) The person(s) who accessed, used, disclosed and/or received County Data (if known);
- (d) What Vendor has done or will do to quarantine and mitigate the Data Breach; and
- (e) What corrective action Vendor has taken or will take to prevent future Data Breaches.

Vendor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the County. The County and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Vendor shall cooperate fully with the County, its agents and law enforcement.

G. RIGHTS TO DATA

The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the County except for transactional data that is generated by the Vendor, and Vendor has a limited, non-exclusive license to access and use the County Data as provided to Vendor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the County Data, including user tracking and exception County Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of County Data by Vendor or third parties is prohibited. For the purposes of this requirement, the phrase “unauthorized use” means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

County shall have the ability to export County Data in partial or in entirety at its discretion without interference from the Vendor. This includes the ability for the County to export data to other service providers.

After written notification to Vendor of verified inspection of the returned data by County, Vendor will make commercially reasonable efforts to destroy any County data under Vendor control, including County data stored at any off site back-up facility. Vendor shall provide County with a certification of destruction within an additional forty-five (45) days of notification of the verified inspection of the returned data.

Agreed upon and accepted by:

Ashtabula County, Ohio:

DocuSigned by:
By: Kathryn Whittington
72C9CAC40E3D4A8

Date: 2/20/2024

Its: Commissioner

DocuSign Government at Carahsoft:

DocuSigned by:
By: Madeline Hall Barfield
761B9990C6AE49C...

Date: 2/6/2024

Its: Contracts Manager