

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 and addendums 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, 2025 thru January 19, 2026; now

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

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2025-119

March 06, 2025

**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 Casey R. Kozlowski, seconded by Kathryn L. Whittington.

VOTE:

| | |
|-------------------------------|------------|
| J.P. Ducro IV | Aye |
| Casey R. Kozlowski | Aye |
| Kathryn L. Whittington | 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

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 Data Board
25 W Jefferson St
Jefferson, OH 44047 USA

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

EMAIL: djthomas@ashtabulacounty.us

EMAIL: Meagan.Phillips@carahsoft.com

PHONE: (440) 576-3783

PHONE: (703) 581-6727

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: 52302606
QUOTE DATE: 01/21/2025
QUOTE EXPIRES: 01/31/2025
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: 01/20/2025 End Date: 01/19/2026 | \$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: 01/20/2025 End Date: 01/19/2026 | \$1.6923 | GSA | 1,000 | \$1,692.30 |
| SUBTOTAL: | | | | | | \$9,384.60 |
| TOTAL PRICE: | | | | | | \$9,384.60 |
| TOTAL QUOTE: | | | | | | \$9,384.60 |

**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 2/24/25. 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) DocuSign Government at Carahsoft Quotation dated January 21, 2025. 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:

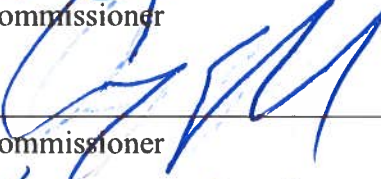
Signature: Natalie LeMay


Print Name: Natalie LeMay

Title: State and Local Contracts Manager


Board of County Commissioners, Ashtabula County, Ohio

Signature: 
Commissioner

Signature: 
Commissioner

Signature: 
Commissioner

Approved as to Legal Form:


April R. Grabman,
Ashtabula County Prosecutor

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 2/24/25. 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 to 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 investigate 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-

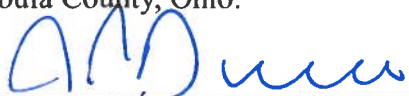
exclusive license to access and use the County Data as provided to Vendor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the County Data, including user tracking and exception County Data within the system, by implication, 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:

By: 

Date: 3-6-25

Its: President

DocuSign Government at Carahsoft: *Natalie LeMay*

By: Natalie LeMay

Date: 2/24/25

Its: State and Local Contracts Manager

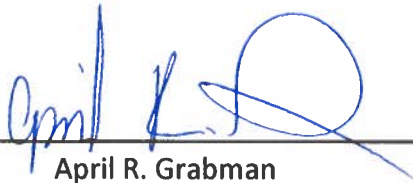
Signature Page

AGREEMENT TITLES:

DocSign & Ashtabula County

APPROVED as to Legal Form Only.

Approved by: _____



April R. Grabman
Ashtabula County Prosecutor

Dated: _____

2/27/25

Reviewed by Christine Davis, Assistant Prosecutor
2025-CON-0006

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 2025, 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 Audit.

In the amount of \$9,384.60 for year 2025 and free from any previous encumbrances.

Agreement Title: DocuSign agreement for e-signatures.



Scott Yamamoto, Ashtabula County Auditor

Contact: Lisa Hawkins, Clerk

Date: March 3, 2025



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **docusign at carahsoft**
Date: **3/5/2025 11:07:07 AM**

This search produced the following list of **0** possible matches:

| Name/Organization | Address |
|-------------------|---------|
|-------------------|---------|

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

DEBARRED CONTRACTORS

There are currently no debarred contractors.

For questions, please contact the Department of Commerce, Bureau of Wage & Hour.



Search

All Words

e.g. 1606N020Q02



Select Domain
All Domains

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search

Search Editor

- Any Words
- All Words
- Exact Phrase

e.g. 1606N020Q02

"docusign at carahsoft"

docusign

docusign

Federal Organizations



No matches found

We couldn't find a match for your search criteria. Please try another search or go back to previous results.

Go Back