

112387

Date: November 3, 2025

To: Honorable Members of the Board of Acquisition and Contract

From: Marguerite Beirne
Chief Information Officer

Re: Authority to enter into a license agreement with Pace University for the use of space in the Kessel Student Center, and associated costs, for the purpose of a cybersecurity awareness/capabilities training workshop on December 4, 2025, for an amount not to exceed \$ 8,000.00

Authority is requested from your Honorable Board for the County of Westchester (the "County"), acting by and through the Department of Information Technology (the "Department"), to enter into a license agreement ("License Agreement") with Pace University, for the use of space in the Kessel Student Center, and associated costs, for the purpose of a conducting a cybersecurity awareness/capabilities training workshop for County non-technical staff, on December 4, 2025, with set up on December 3, 2025, for an amount not to exceed \$ 8,000.00. The License Agreement includes the use of the space, catering, educational media equipment and other costs associated with the training workshop.

The License Agreement contains a provision that requires the County indemnify, hold harmless and defend Pace in substantially the following form:

"User hereby agrees to indemnify, defend, and hold harmless Pace University, and all of its affiliated entities, whether direct or indirect, and all its trustees, officers, agents, employees, licensees, successors, and assigns of any of the foregoing (collectively, the "Affiliates"), from and against any and all claims, actions, suits, proceedings, liabilities, losses, demands, and fines whatsoever (including court costs, attorneys' fees and related disbursements, whether incurred by Pace in actions involving third parties or in actions against User for claims under this Agreement) (individually, a "Loss" and collectively, the "Losses") arising out of or in connection with (i) the breach by User, or User's students, employees, and/or agents, of any of User's agreements or covenants under this Agreement, (ii) the breach of any of User's representations and warranties hereunder, (iii) the presentation of the Event, (iv) the use of the Licensed Premises, or any part thereof, in connection with the presentation of the Event or any preparation for or move-in or move-out of the Event, including, but not limited to, areas utilized by guests attending the Event, box office areas, elevators, escalators, stairs, seating areas, lavatories, merchandise and concession areas, and all areas and facilities utilized for ingress and egress of guests, or (vi) non-compliance with required safety precautions, and/or costs and expenses, including reasonable attorneys' fees, occurring as a result of, or arising out of User's use of and access to the Licensed Premises and any other Pace facility, property and/or services."

The License Agreement will serve a public purpose by providing space for a cybersecurity awareness/capabilities training workshop thereby reducing the risk of cyber security breaches within the County.

The goals and objectives of the License Agreement is to provide adequate space, catering, and accommodations for the workshop.

The goals and objectives of the License Agreement will be tracked and monitored by Department staff.

This License Agreement is exempt from the Westchester County Procurement Policy and Procedures pursuant to Section 3(b) thereof.

Accordingly, approval of the attached resolution is respectfully requested from your Honorable Board.

MB/LC
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 11/13/2025 - RAYMOND SULKY, SECRETARY

RESOLUTION

Upon a communication from the Chief Information Officer of the Department of Information and Technology be it hereby:

RESOLVED, that the County of Westchester (the "County"), through its Department of Information Technology (the "Department"), is hereby authorized to enter into a license agreement ("License Agreement") with Pace University, for the use of space in the Kessel Student Center, and associated costs, for the purpose of conducting a cybersecurity awareness/capabilities training workshop for County non-technical staff, on December 4, 2025, with set up on December 3, 2025, for an amount not to exceed \$ 8,000.00 which will include the use of the space, catering, educational media equipment and other costs associated with the training workshop; and be it further

RESOLVED, that the License Agreement contains a provision requiring the County to indemnify Pace in substantially the following form:

"User hereby agrees to indemnify, defend, and hold harmless Pace University, and all of its affiliated entities, whether direct or indirect, and all its trustees, officers, agents, employees, licensees, successors, and assigns of any of the foregoing (collectively, the "Affiliates"), from and against any and all claims, actions, suits, proceedings, liabilities, losses, demands, and fines whatsoever (including court costs, attorneys' fees and related disbursements, whether incurred by Pace in actions involving third parties or in actions against User for claims under this Agreement) (individually, a "Loss" and collectively, the "Losses") arising out of or in connection with (i) the breach by User, or User's students, employees, and/or agents, of any of User's agreements or covenants under this Agreement, (ii) the breach of any of User's representations and warranties hereunder, (iii) the presentation of the Event, (iv) the use of the Licensed Premises, or any part thereof, in connection with the presentation of the Event or any preparation for or move-in or move-out of the Event, including, but not limited to, areas utilized by guests attending the Event, box office areas, elevators, escalators, stairs, seating areas, lavatories, merchandise and concession areas, and all areas and facilities utilized for ingress and egress of guests, or (vi) non-compliance with required safety precautions, and/or costs and expenses, including reasonable attorneys' fees, occurring as a result of, or arising out of User's use of and access to the Licensed Premises and any other Pace facility, property and/or services."

; and be it further

RESOLVED, that the License Agreement is subject to County appropriations; and be it further

RESOLVED, that the License Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this License Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the county shall retain

the right to either terminate this License Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this License Agreement upon reasonable prior written notice; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized and empowered to execute any and all documents necessary or appropriate to effectuate the purposes hereof.

Agreement No.IT-1840

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase or Unit	Object/ Sub Object	Trust Account	Dollars
101	16	6000	4420		8,000.00

Budget Funding Year(s): 2025 _____ Start Date: 12/03/25 _____ End Date: 12/04/2025
(must match resolution)

Funding Source: Tax Dollars: \$8,000.00 _____

State Aid: _____

\$ 8,000.00 Federal Aid: _____
(must match resolution)

Other: _____