



Office of the District Attorney
County of Westchester

MEMORANDUM

OnBase ID# 112913

Date: January 28, 2026

To: Board of Acquisition and Contract

From: Susan Cacace
District Attorney

Re: Authority to exercise the County's second option under an agreement with Data Vision Group, LLC, pursuant to which it was to provide custom programming, implementation, and support and maintenance services for a new enterprise case management system, now known as 'PRO', and therefore extend the term of the agreement by one (1) year and increase its not-to-exceed amount by \$120,253.00 in order to pay for services during the extended term.

By a resolution approved on May 10, 2018, your Honorable Board authorized the County of Westchester (the "County"), acting by and through the Office of the District Attorney (the "WCDA"), to enter into an agreement with Data Vision Group, LLC ("DVG") pursuant to which DVG was to provide custom programming, implementation, and support and maintenance services for a new enterprise case management system, which is now known as 'PRO', that was to replace the WCDA's then-existing 'Criminal History Info and Events File' ("CHIEF") case management system (the "Work"), for a total amount not-to-exceed \$1,413,225.50 (the "Original Agreement").

Under the Original Agreement, the Work was to be comprised of several successive elements, as follows:

- 1.) Phase 1: The custom programming of PRO, including migration to PRO of the County's data in CHIEF.
- 2.) Phase 2: Further custom programming of PRO.
- 3.) Training: Training for the staff of the WCDA for PRO.
- 4.) Maintenance: Two (2) years of support and maintenance for each of Phase 1 and Phase 2 after the end of the initial one (1) year warranty period from DVG for each of Phase 1 and Phase 2.

In order to allow flexibility to accommodate the uncertainty that is most always associated with a project of the massive scale involved in the creation of PRO, the Original

Agreement specified its term as commencing upon execution and continuing until the end of the second year of the 'Maintenance', whatever the exact date that might end up being.

Ultimately, Phase 1 and Phase 2 took far more time than had been anticipated. As a result, the above-referenced warranty period did not expire until December 31, 2022. Consequently, the above-referenced two (2) initial years of support and maintenance—and therefore, the term of the Original Agreement, overall—did not conclude until December 31, 2024.

Under the Original Agreement, the County initially had the option, in its sole discretion, to extend the term by up to two (2) additional one (1) year terms, after the conclusion of the initial years of support and maintenance, in order to obtain support and maintenance for PRO for an additional period for both the Phase 1 and Phase 2 programming, for the following costs:

Option Term #1 — Year 3 of 'Maintenance' — TOTAL: \$116,751.00

Option Term #2 — Year 4 of 'Maintenance' — TOTAL: \$120,253.00

By a resolution approved on October 24, 2025, as amended by a resolution approved on December 18, 2025, your Honorable Board authorized the County to, 1.) extend the term of the Original Agreement by one (1) year, to a new termination date of December 31, 2025; 2.) increase the not-to-exceed amount of the Original Agreement by \$116,751.00, to pay for the services to be rendered during the extended term; and 3.) specify that the County would have one (1) remaining one (1) year option (the "First Amendment"). The First Amendment was subsequently executed.

The WCDA continues to require support and maintenance services for PRO. Therefore, authority is respectfully requested from your Honorable Board for the County to exercise its second option under the Original Agreement, as amended by the First Amendment, (the "Agreement") and therefore amend the Agreement in order to, 1.) extend the term of the Agreement by one (1) year, to a new termination date of December 31, 2026; 2.) increase the not-to-exceed amount of the Agreement by \$120,253.00, to pay for the services to be rendered during the extended term; and 3.) specify that the County will not have any options remaining (the "Second Amendment").

Except as specifically described above, all terms and conditions of the Agreement will remain in full force and effect.

The proposed Second Amendment will serve a public purpose by providing the WCDA with support and maintenance for PRO for an additional year, which will ensure that PRO is operating in an optimal manner and allowing the WCDA to best and most efficiently handle and administer matters that are within its purview.

The goal and objective of the proposed Second Amendment is to provide the County with support and maintenance for PRO for an additional year, and thereby ensure that PRO is operating in an optimal manner.

The goal and objective of the proposed Second Amendment is in the best interests of the County in terms of public safety, as ensuring that PRO is operating in an optimal manner, through support and maintenance for PRO for an additional year, will facilitate the best and most efficient handling and administration of matters within the purview of the WCDA, and thereby best ensure public safety.

The goals and objectives of the proposed Second Amendment will be tracked and monitored by the WCDA.

I respectfully recommend the adoption of the attached resolution.

SC/OK/bdm/nm

APPROVED BOARD OF ACQUISITION & CONTRACT - 02/05/2026 - RAYMOND SCULKY, SECRETARY

RESOLUTION

Upon a communication from the District Attorney, be it hereby

RESOLVED, that the County of Westchester (the “County”), acting by and through the Office of the District Attorney (the “WCDA”), is hereby authorized to exercise its second option under an agreement with Data Vision Group, LLC (“DVG”), pursuant to which DVG was to provide custom programming, implementation, and support and maintenance services for a new enterprise case management system, which is now known as ‘PRO, that was to replace the WCDA’s then-existing ‘Criminal History Info and Events File’ (“CHIEF”) case management system (the “Work”), for an initial term that commenced upon execution and ultimately continued through December 31, 2024, and ultimately cost an amount not-to-exceed \$1,384,450.00, and an extended term, pursuant to the County’s exercise of its first option, that commenced on January 1, 2025 and continued through December 31, 2025, for an amount not-to-exceed \$116,751.00 for the extended term, with the County having the option, in its sole discretion, to further extend the term by one (1) additional one (1) year term, for the following costs:

Option Term #2 — Year 4 of ‘Maintenance’ — TOTAL: \$120,253.00

; (the “Agreement”) and therefore amend the Agreement in order to, 1.) extend the term of the Agreement by one (1) year, to a new termination date of December 31, 2026; 2.) increase the not-to-exceed amount of the Agreement by \$120,253.00, to pay for the services to be rendered during the extended term; and 3.) specify that the County will not have any options remaining (the “Second Amendment”); and be it further

RESOLVED, that except as specifically hereby authorized to be amended, all terms and conditions of the Agreement shall remain in full force and effect; and be it further

RESOLVED, that the County Executive or his duly authorized designee is hereby authorized to execute any documents and take any actions reasonably necessary and appropriate to effectuate the purposes of this resolution.

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
263	37	707Z	GRNT	T707	\$120,253.00

Budget Funding Year(s): 2026
(must match resolution)

Start Date: 01/01/26

End Date: 12/31/26

Funding Source
\$120,253.00
(must match resolution)

Tax Dollars: _____
State Aid: 100%
Federal Aid: _____
Other: _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 02/05/2026 - RAYMOND SCULLY, SECRETARY