



Office of the District Attorney
County of Westchester

MEMORANDUM

OnBase ID# 112198

Date: October 15, 2025

To: Board of Acquisition and Contract

From: Susan Cacace
District Attorney

Re: Authority to exercise the County's first 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 \$133,514.27 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 "Agreement").

Under the 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 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 May 31, 2023. Consequently, the above-referenced two (2) initial years of support and maintenance—and, therefore, the term of the Agreement, overall—did not conclude until May 31, 2025.

Under the Agreement, the County has 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 for Phase 1 Programming:	\$108,052.67
<u>Year 3 of Maintenance for Phase 2 Programming:</u>	<u>\$ 25,461.60</u>
TOTAL:	\$133,514.27

Option Term #2:

Year 4 of Maintenance for Phase 1 Programming:	\$111,294.25
<u>Year 4 of Maintenance for Phase 2 Programming:</u>	<u>\$ 26,225.45</u>
TOTAL:	\$137,519.70

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 first option under 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 May 31, 2026; 2.) increase the not-to-exceed amount of the Agreement by \$133,514.27, to pay for the services to be rendered during the extended term; 3.) specify that the County will have one (1) remaining one (1) year option (the “First Amendment”).

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

The proposed First 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 First 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 First 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 First 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 - 10/24/2025 - 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 first 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 a total amount not-to-exceed \$1,413,225.50, for a term that commenced upon execution and ultimately continued through May 31, 2025, with the County having 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 the following costs:

Option Term #1:

Year 3 of Maintenance for Phase 1 Programming:	\$108,052.67
<u>Year 3 of Maintenance for Phase 2 Programming:</u>	<u>\$ 25,461.60</u>
TOTAL:	\$133,514.27

Option Term #2:

Year 4 of Maintenance for Phase 1 Programming:	\$111,294.25
<u>Year 4 of Maintenance for Phase 2 Programming:</u>	<u>\$ 26,225.45</u>
TOTAL:	\$137,519.70

; (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 May 31, 2026; 2.) increase the not-to-exceed amount of the Agreement by \$133,514.27, to pay for the services to be rendered during the extended term; 3.) specify that the County will have one (1) remaining one (1) year option; 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	133,514.27

Budget Funding Year(s): 2025-26
(must match resolution)

Start Date: 06/01/25

End Date: 05/31/26

Funding Source

\$133,514.27

(must match resolution)

Tax Dollars:

State Aid: \$133,514.27

Federal Aid: _____

Other: _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 10/24/2025 - RAYMOND SCULLEY, SECRETARY