

OnBase ID#113814

DATE: May 29, 2026

TO: Honorable Board of Acquisition and Contract

FROM: John M. Nonna
County Attorney

SUBJECT: Authority for the County of Westchester to enter into an agreement with the law firm of Bleakley Platt & Schmidt, LLP, pursuant to which it will provide legal services and representation to Captain Frank Donovan in connection with the lawsuit entitled *Shannon Hicks v. Westchester County Department of Public Safety, County of Westchester, and Frank Donovan*, Index No. 58858/2026, for a term commencing retroactively on April 13, 2026 and continuing until the matter is resolved, for an amount not-to-exceed \$100,000.00, payable at various hourly rates for various personnel.

Authority is respectfully requested from your Honorable Board for the County of Westchester (the "County") to enter into an agreement (the "Agreement") with the law firm of Bleakley Platt & Schmidt, LLP (the "Firm"), pursuant to which the Firm will provide legal services and representation to Captain Frank Donovan in connection with the lawsuit entitled *Shannon Hicks v. Westchester County Department of Public Safety, County of Westchester, and Frank Donovan*, Index No. 58858/2026 (the "Case"). The term of the Agreement will commence retroactively on April 13, 2026 and will continue until the conclusion of the Case. In consideration for services rendered, the Firm shall be paid an amount not-to-exceed \$100,000.00, payable at the rate of \$360.00 per hour for the services of David Chen, Esq., who will represent Captain Frank Donovan in the Case, and \$185.00 per hour for paralegal/support services. In addition, the Firm will be reimbursed, at cost, for *reasonable and necessary* out of pocket expenses and disbursements.

By way of background, Shannon Hicks (hereinafter, the "Plaintiff"), a police officer in the Westchester County Department of Public Safety (the "Department"), commenced this action against the County, the Department, and Frank Donovan, a Captain in the Department (hereinafter "Captain Donovan"), by service of a Summons and Complaint asserting three causes of action: quid pro quo sexual harassment, retaliation, and hostile work environment, all brought pursuant to New York Executive Law § 296. The Plaintiff claims that Captain Donovan sexually harassed her and that the Department retaliated against her for complaining about such conduct by refusing to assign her background-check overtime. Additionally, the Plaintiff further claims that the 'severe and pervasive' sexual harassment allegedly perpetrated by Captain Donovan,

which the Department allegedly knew about, acquiesced in and condoned, created a hostile work environment.

In accordance with Section 297.31 of the Laws of Westchester County, Captain Donovan requested that the County defend and indemnify him in this matter. However, while the County can provide Captain Donovan with a defense, it is unable to indemnify him for intentional wrongdoing pursuant to Public Officers Law § 17(3)(a) which states in pertinent part: “the duty to indemnify and save harmless... shall not arise where the injury or damage resulted from intentional wrongdoing on the part of the employee.” Additionally, Public Officers Law § 18-a(2) requires that “any employee who has been subject to a final judgment of personal liability for intentional wrongdoing related to a claim of sexual harassment, shall reimburse any public entity that makes a payment to a plaintiff for an adjudicated award based on a claim of sexual harassment resulting in a judgment, for his or her proportionate share of such judgment.” Consequently, based upon a review of the facts and circumstances of the Case, it was determined that it would be inappropriate for the County Attorney’s Office to represent Captain Donovan in this action.

Therefore, pursuant to Section 297(2)(b)(i) of the Laws of Westchester County, authorization was sought from the County Board of Legislators to retain the Firm to represent Captain Donovan in this matter. Act No. 85-2026, which authorized the County to enter into the Agreement, was subsequently adopted by the Board of Legislators on April 20, 2026 and approved by the County Executive on April 21, 2026. However, as you know, Section 161.11(1) of the Laws of Westchester County also requires this Honorable Board’s approval of the Agreement.

It should be noted that the proposed Agreement is exempt from the Westchester County Procurement Policy and Procedures pursuant to Section 3(a)xv thereof, which exempts “contracts for the engagement of attorneys for representation in Civil litigation which are approved by an Act of the County Board in accordance with §297.31 of the Laws of Westchester County.

For the reasons set forth above, I most respectfully recommend the adoption of the attached resolutions.

JMN/sjc
Attachment

RESOLUTION

Upon a communication from the County Attorney, be it hereby:

RESOLVED, that the County of Westchester (the “County”) is hereby authorized to enter into an agreement (the “Agreement”) to retain, at County expense, the law firm of Bleakley Platt & Schmidt, LLP (the “Firm”), to provide legal services and representation to Captain Frank Donovan in connection with the lawsuit entitled *Shannon Hicks v. Westchester County Department of Public Safety, County of Westchester, and Frank Donovan*, Index No. 58858/2026 (the “Case”), for a term commencing retroactively on April 13, 2026 and continuing until the conclusion of the Case; and be it further

RESOLVED, that in consideration for services rendered, the County will pay the Firm a total amount not-to-exceed \$100,000.00, payable at the rate of \$360.00 per hour for the services of David Chen, Esq., who will represent Captain Frank Donovan in the Case, and \$185.00 per hour for paralegal/support services. In addition, the Firm will be reimbursed, at cost, for reasonable and necessary out of pocket expenses and disbursements; and be it further

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

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

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

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
101	18	1000	4923		\$100,000.00

Budget Funding Year(s): 2026 Start Date: 04/13/26 End Date: When the matter is resolved.

Funding Source	Tax Dollars: <u>\$100,000.00</u>
	State Aid: _____
<u>\$100,000.00</u>	Federal Aid: _____
(must match resolution)	Other: _____

APPROVED BOARD OF ACQUISITION & CONTRACT - 06/11/2026 - RAYMOND SCULKY, SECRETARY