



Kenneth W. Jenkins
County Executive

Department of Law

John M. Nonna
County Attorney

112160

Date: October 14, 2025

To: Honorable Board of Acquisition and Contract

From: John M. Nonna
County Attorney

Re: Authority to enter into an agreement with Charles Luke Brussel, pursuant to which Mr. Brussel will serve as both independent consultant and special counsel to the Westchester County Board of Ethics, in an "of Counsel" capacity to the Westchester County Attorney, for a term commencing upon execution and continuing for three (3) years thereafter, in an amount not to exceed \$90,000.00, payable at the rate of \$295.00 per hour plus reasonable and necessary out-of-pocket expenses.

On October 6, 2025 by Act No. 2025-429, the Westchester County Board of Legislators authorized the County of Westchester (the "County") to enter into an agreement ("Agreement") with Charles Luke Brussel ("Mr. Brussel"), pursuant to which Mr. Brussel will serve as both independent consultant and special counsel to the Westchester County Board of Ethics ("BOE"), in an "of Counsel" capacity to the Westchester County Attorney ("County Attorney"), for a term commencing upon execution and continuing for three (3) years thereafter, in an amount not to exceed \$90,000.00, payable at the rate of \$295.00 per hour plus reasonable and necessary out-of-pocket expenses (including but not limited to mailing costs, copying and tolls, but excluding mileage, lodging and meals). Under Section 161.11(1) of the Laws of Westchester County ("LWC"), the authority of your Honorable Board is also required to enter into the Agreement.

Pursuant to Chapter 883 of the LWC, the BOE is required to, *inter alia*, hire an independent consultant to 1.) review all annual financial disclosure statements to consider whether County officers and employees are in compliance with the County Code of Ethics ("Code"), or have any financial involvement or outside employment in a business or organization that may impair their ability to fairly and impartially perform their duties as County officers or employees; 2.) create a draft intra-agency report for the BOE regarding any potential non-compliance or conflicts of interest; and 3.) create a draft master list of County vendors, contractors, and consultants.

The independent consultant will also serve as special counsel to the BOE, who, in functioning in an "of Counsel" capacity to the County Attorney, will be required to provide the following additional services: conduct ethics training sessions as required by Chapter 883 of the LWC;

develop and assist the BOE's Secretary in posting information and materials to the BOE's webpage; attend meetings of the BOE and provide ethics advice and guidance to the BOE and to County officers and employees, as requested; draft advisory opinions for the BOE and the Office of the County Attorney; develop due process procedures for investigations conducted by the BOE; assist the BOE in conducting investigations and administrative hearings; assist the Chair of the BOE at the conclusion of investigations conducted by the BOE, with drafting findings of fact and conclusions of law for consideration and adoption by the BOE; advise on records access for the BOE and serve as records access officer for the BOE; and perform related services as required.

The BOE, pursuant to Chapter 883 of the LWC, has selected Mr. Brussel to perform the independent consulting services and assume the role of special counsel to the BOE, serving in an "of Counsel" capacity to the County Attorney.

Mr. Brussel has extensive experience leading legal, ethics, compliance, and risk management programs and investigations for diverse global organizations, facing a wide range of risks. Mr. Brussel has served as Global Head of Anti-Corruption and Government Compliance with General Electric, as Chief Ethics & Compliance Officer and Corporate Counsel for Thomson/Cengage Learning, and as lead counsel for the Gale Group, the global online leader in digital research and reference solutions. Mr. Brussel has also served as Vice President in Compliance for First Data (now Fiserv), a leading FinTech company, as Compliance Counsel for the Bank of Norway, and as Interim EMEA Compliance Counsel for Marriott International. Mr. Brussel has also taught internal investigations and governmental and private sector organizational ethics, risk, and crisis management at Fordham Law School for nearly a decade.

In light of Mr. Brussel's expertise and experience in the field of government ethics, including numerous lectures, speaking engagements, and publications on the topic, authority is now requested from your Honorable Board to enter into the Agreement with Mr. Brussel. Pursuant to this Agreement, Mr. Brussel will serve as both independent consultant and special counsel to the BOE, in an "of Counsel" capacity to the County Attorney, for a term commencing upon execution and continuing for three (3) years thereafter, payable at the rate of \$295.00 per hour plus reasonable and necessary out-of-pocket expenses (including but not limited to mailing costs, copying and tolls, but excluding mileage, lodging and meals).

The Agreement will serve a public purpose by helping improve the administration of the Code.

The goals and objectives of the Agreement are to ensure that County officers and employees are in compliance with the Code.

The goals and objectives of the Agreement will be tracked and monitored by the BOE through annual performance reports submitted by Mr. Brussel to the County.

The Agreement is exempt from the Westchester County Procurement Policy and Procedures, pursuant to Section 3(a)(x) thereof, which exempts from procurement contracts "for the services of lawyers."

Accordingly, a resolution to enter into the Agreement is hereby submitted for your consideration.

JMN/JA/mcz

RESOLUTION

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

RESOLVED, that the County of Westchester ("County") is hereby authorized to enter into an Agreement ("Agreement") with Charles Luke Brussel ("Mr. Brussel"), pursuant to which Mr. Brussel will serve as both independent consultant and special counsel to the Westchester County Board of Ethics, in an "of Counsel" capacity to the Westchester County Attorney, for a term commencing upon execution and continuing for three (3) years thereafter; and be it further

RESOLVED, that in consideration for services to be rendered under the Agreement, Mr. Brussel shall be paid an amount not to exceed \$90,000.00, payable at the rate of \$295.00 per hour plus reasonable and necessary out-of-pocket expenses (including but not limited to mailing costs, copying and tolls, but excluding mileage, lodging and meals); 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 Mr. Brussel, then Mr. Brussel 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 take such action and execute such documents as may be necessary and proper to effect 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		\$90,000.00

Budget Funding Year(s) 2025 -2028 Start Date upon execution End Date three years thereafter
(must match resolution)

Funding Source Tax Dollars \$90,000.00
 State Aid _____
\$ 90,000.00 Federal Aid _____
(must match resolution) Other _____