



Kenneth W. Jenkins  
County Executive

Department of Law

John M. Nonna  
County Attorney

## 114015

Date: June 30, 2026

To: The Honorable Members of the Board of Acquisition and Contract

From: John M. Nonna  
County Attorney

RE: Authority for the County of Westchester to enter into an agreement with Steven G. Leventhal pursuant to which Mr. Leventhal 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 on August 1, 2026 and continuing through July 31, 2029, for an amount not to exceed \$90,000.00, payable at the rate of \$325.00 per hour plus expenses.

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On June 29, 2026, by Act No. 2026-139, the Westchester County Board of Legislators authorized the County of Westchester (the “County”) to enter into an agreement (the “Agreement”) with Steven G. Leventhal (“Mr. Leventhal”) pursuant to which Mr. Leventhal 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 (the “County Attorney”), for a term commencing on August 1, 2026 and continuing through July 31, 2029, for an amount not to exceed \$90,000.00, payable at the rate of \$325.00 per hour plus expenses. Under Section 161.11(1) of the Laws of Westchester County, the authority of your Honorable Board is also required.

Pursuant to Chapter 883 of the Laws of Westchester County, 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 Code of Ethics (the “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 ethics advice and guidance to the BOE, the County Attorney, and County officers and employees and will perform related services, as required.

The BOE, pursuant to Chapter 883 of the Laws of Westchester County, has now selected Mr. Leventhal to perform independent consultant services and assume the role of special counsel to the BOE, serving in an “of Counsel” capacity to the County Attorney.

Mr. Leventhal has been providing the County with ethics services since 2014, and has extensive experience leading legal, ethics, compliance, and risk management programs and investigations. In light of Mr. Leventhal’s expertise and experience in the field of government ethics, including numerous lectures, speaking engagements, and publications on the topic, authority is requested to enter into the proposed Agreement with Mr. Leventhal.

Pursuant to the proposed Agreement, Mr. Leventhal will serve as both independent consultant and special counsel to the BOE, in an “of Counsel” capacity to the County Attorney, for the period commencing on August 1, 2026 and continuing through July 31, 2029, for an amount not to exceed \$90,000.00, payable monthly at the rate of \$325.00 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), subject to County appropriations.

It should be noted that the proposed 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.”

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

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

The goals and objectives of the proposed Agreement will be tracked and monitored by the BOE.

Accordingly, I most respectfully recommend your Honorable Board’s approval of the attached proposed Resolution.

JMN/JA/mcz  
Attachment

**RESOLUTION**

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

**RESOLVED**, that the County of Westchester (the “County”), acting by and through the County Attorney’s Office, is hereby authorized to enter into an agreement (the “Agreement”) with Steven G. Leventhal (“Mr. Leventhal”) pursuant to which Mr. Leventhal shall 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 an amount not to exceed \$90,000.00, payable monthly at the rate of \$325.00 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 (“State Budget”) proposed and adopted during the term of the 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 Mr. Leventhal, then Mr. Leventhal 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 and empowered to execute and deliver all instruments and to take any and all actions necessary or 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	1000	4923	\$90,000.00

Budget Funding Year(s): 2026-2029 Start Date: 08/01/2026 End Date: 07/31/2029  
(must match resolution)

Funding Source	Tax Dollars: <u>\$90,000.00</u>
	State Aid: _____
<b><u>\$90,000.00</u></b>	Federal Aid: _____
(must match resolution)	Other: _____