



**Kenneth W. Jenkins**  
County Executive

Department of Probation

Rocco A. Pozzi  
Commissioner

OnBase # 113723

Date: May 14, 2026

To: The Honorable Board of Acquisition and Contract

From: Rocco A. Pozzi, Commissioner  
Department of Probation

Re: Resolution authorizing the County of Westchester, acting by and through the Department of Probation, to:

- (1) Rescind prior resolutions approved on April 2, 2026 and April 9, 2026, which authorized the County of Westchester to enter into an agreement with Whitsons Nutrition, LLC, pursuant to which Whitsons Nutrition, LLC was to provide comprehensive, on-site food service operations at Woodfield Cottage, Westchester County's secure detention housing for juvenile offenders, for an initial period from April 20, 2026 through April 19, 2027, for a total amount not to exceed \$380,551, payable pursuant to an approved budget, with the County having the option, in its sole discretion, to extend the term for up to three (3) additional (1) year periods thereafter, on the same terms as the initial term, except for different cost terms for each option term, as mutually agreed upon by the County and Whitsons Nutrition, LLC, payable pursuant to an approved budget for each option term, due to an agreement never being finalized due to failed negotiations to reach a mutually beneficial agreement
- (2) Enter into an agreement with Aramark Correctional Services, LLC, for the provision of a comprehensive food service operation that will result in prepared meals that will be served to juvenile offenders at Woodfield Cottage, Westchester County's secure detention housing, for an initial period commencing on June 1, 2026 and continuing through May 31, 2027, for a total amount not to exceed \$380,551, payable pursuant to an approved budget, with the County having the option, in its sole discretion, to extend the term for up to three (3) additional (1) year periods thereafter, on the same terms

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as the initial term, except for different cost terms for each option term, as mutually agreed upon by the County and Aramark Correctional Services, LLC.

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By resolution approved on April 2, 2026 (the April 2<sup>nd</sup>, 2026 Resolution), your Honorable Board authorized the County of Westchester (the "County") to enter into an agreement (the "Whitsons Nutrition LLC Agreement") with Whitsons Nutrition, LLC, pursuant to which Whitsons Nutrition, LLC, will provide comprehensive, on-site food service operations (the "Services") at Woodfield Cottage, Westchester County's secure detention housing for juvenile offenders for an initial period from April 20, 2026 through April 19, 2027, for a total amount not-to-exceed \$358,033.50, payable pursuant to an approved budget (the "Whitsons Initial Term"), with the County having the option, in its sole discretion, to extend the term for up to three (3) additional one (1) year periods thereafter on the same terms as the Initial Term (each an Option Term), except for different cost terms for each Option Term, as mutually agreed up on by the County and Whitsons Nutrition, LLC, payable pursuant to an approved budget for each Option Term.

Thereafter, by resolution approved on April 9, 2026 (the April 9<sup>th</sup>, 2026 Resolution), your Honorable Board authorized the County to amend the April 2<sup>nd</sup>, 2026 Resolution to increase the total amount not-to-exceed of the Whitsons Initial Term by \$22,517.50, from \$358,033.50, to a new total amount not-to-exceed of the Whitsons Initial Term of \$380,551.

The Whitsons Nutrition LLC Agreement was never finalized nor executed due to failed negotiations to reach a mutually beneficial agreement. As such, the County respectfully requests that the April 2<sup>nd</sup>, 2026 Resolution and the April 9<sup>th</sup>, 2026 Resolution be rescinded.

Moreover, authority is also requested for the County, acting by and through its Department of Probation ("Probation Department"), to enter into an agreement ("Aramark Agreement") with Aramark Correctional Services, LLC (the "Contractor"), for the provision of a comprehensive food service operation that will result in prepared meals that will be served to juvenile offenders at Woodfield Cottage, Westchester County's secure detention housing (the "Cottage"), for an initial period commencing on June 1, 2026 and continuing through May 31, 2027, for a total amount not to exceed \$380,551, payable pursuant to an approved budget, with the County having the option, in its sole discretion, to extend the term for up to three (3) additional (1) year periods thereafter, on the same terms as the initial term, except for different cost terms for each option term, as mutually agreed upon by the County and the Contractor.

Under the proposed Aramark Agreement, the Contractor will prepare food and package food on communal food trays in a central kitchen located at the County's Department of Correction County Jail. Thereafter, the Contractor will transport the communal food trays to the Cottage. Subsequently, the Contractor, on-site at the Cottage's central kitchen will then separate and plate food for individual meals for up to

twenty-five (25) juvenile offenders at the Cottage, which operates twenty-four (24) hours per day, seven (7) days per week . These individual meals prepared by the Contractor will be served by the Cottage's staff, to juvenile offenders at the Cottage.

The Contractor will meet all nutritional guidelines, regulatory compliance, operational reliability, and food safety consistent with all applicable laws and standards governing food service operations. While the Contractor is preparing food and packaging food on communal food trays at the County Jail, the Contractor shall adhere to all regulations and rules as mandated by the County's Department of Correction. While Contractor is on-site at the Cottage's central kitchen, the Contractor shall adhere to all regulations and rules as mandated by the Probation Department.

The Contractor will provide services that will include but not be limited to: all labor, supervision, food, materials, equipment (as applicable), and management necessary to deliver full-services food operations, including but not limited to: menu planning and nutritional oversight, transportation of the food from the Jail to the Cottage, food procurement and inventory management, meal preparation, kitchen sanitation and maintenance, and compliance with all regulatory and contractual requirements including sanitation and food safety, reporting requirements, and inspections and oversight requirements.

The proposed Agreement will serve a public purpose by providing on-site food service operations, which are intended to ensure the health, safety, and well-being of youth requiring secure/specialized detention.

The goal and objective of the proposed Agreement is to provide services that meets or exceeds nutritional guidelines, regulatory compliance, operational reliability, and safety consistent with all applicable laws and standards governing juvenile residential care including standards set by New York State, and the United States Department of Agriculture Food and Nutrition Services on a federal level, with oversight and certification required by the New York State Department of Health / Local Department of Health, and meeting the regulatory requirements of the New York State Office of Children and Family Services.

A separate resolution exempting this proposed Agreement from the Westchester County Procurement Policy and Procedures has been adopted by your Honorable Board.

Accordingly, authority is respectfully sought for the County to enter into this proposed Agreement with the Contractor.

RAP/MF/mb  
Attachment

## RESOLUTION

Upon a communication from the Commissioner of Probation, be it hereby

**RESOLVED**, that the prior resolutions approved on April 2, 2026 and April 9, 2026, which authorized the County of Westchester to enter into an agreement with Whitsons Nutrition, LLC, pursuant to which Whitsons Nutrition, LLC was to provide comprehensive, on-site food service operations at Woodfield Cottage, Westchester County's secure detention housing for juvenile offenders, for an initial period from April 20, 2026 through April 19, 2027, for a total amount not to exceed \$380,551, payable pursuant to an approved budget, with the County having the option, in its sole discretion, to extend the term for up to three (3) additional (1) year periods thereafter, on the same terms as the initial term, except for different cost terms for each option term, as mutually agreed upon by the County and Whitsons Nutrition, LLC, payable pursuant to an approved budget for each option term, are hereby rescinded due to an agreement never being finalized due to failed negotiations to reach a mutually beneficial agreement; and

**RESOLVED**, the County by and through its Department of Probation ("Probation Department"), is authorized to enter into an agreement ("Aramark Agreement") with Aramark Correctional Services, LLC (the "Contractor"), for the provision of a comprehensive food service operation that will result in prepared meals that will be served to juvenile offenders at Woodfield Cottage, Westchester County's secure detention housing (the "Cottage"), for an initial period commencing on June 1, 2026 and continuing through May 31, 2027, for a total amount not to exceed \$380,551, payable pursuant to an approved budget, with the County having the option, in its sole discretion, to extend the term for up to three (3) additional (1) year periods thereafter, on the same terms as the initial term, except for different cost terms for each option term, as mutually agreed upon by the County and the Contractor; and

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

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

**RESOLVED**, that the County Executive or his authorized designee is hereby authorized and empowered to execute any and all documents necessary 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	39	2000	4380		\$380,551.00

Budget Funding Year(s) 2026-27

Start Date: 06/1/2026

End Date: 05/31/2027

(must match resolution)

Funding Source: Tax Dollars \$ 380,551.00  
 State Aid \_\_\_\_\_  
\$380,551.00 Federal Aid \_\_\_\_\_  
 (must match resolution)  
 Other \_\_\_\_\_  
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