



# OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

August 12, 2025

46 August 12, 2025

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

EDWARD YEN  
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE SOLE SOURCE AMENDMENT TO AGREEMENT WITH ARAMARK  
REFRESHMENT SERVICES, LLC DBA FIRST CLASS VENDING FOR  
VENDING MACHINE SERVICES  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of Sole Source Amendment Number Thirteen (Amendment Thirteen) to Agreement Number 77438 (Agreement) with Aramark Refreshment Services, LLC dba First Class Vending (First Class Vending) to extend the term of the Agreement for an additional one-year period, from August 28, 2025, through August 27, 2026, for continued Vending Machine Services (Services) for persons incarcerated throughout the Department's custody facilities.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chair of the Board to sign the attached Amendment Thirteen, (1) to extend the Agreement with First Class Vending for an additional one-year period, from August 28, 2025, through August 27, 2026, (2) document the acquisition of First Class Vending by Aramark Refreshment Services, LLC, (3) document First Class Vending's corporate name change to Aramark Refreshment Services, LLC dba First Class Vending, and (4) update the County-mandated provision regarding Consideration of Hiring GAIN/START Participants.

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

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— Since 1850 —

2. Delegate authority to the Sheriff, or his designee, to terminate the Agreement for convenience, either in whole or in part, if necessary, with thirty calendar days' advance written notice following the Department's successful implementation of the successor contract for combined commissary and vending services.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Agreement expires on August 27, 2025.

On January 11, 2024, the Department released a Request for Proposals for combined commissary and vending services.

On June 3, 2025, the Board approved the Department's successor contract for combined commissary and vending services. Approval of the recommended actions will allow the awarded contractor to complete the installation of its replacement vending machines. The Department anticipates the installation of the new vending machines to be completed by mid-2026.

### **Background**

The Board approved the Agreement on November 30, 2010, with an effective date of November 30, 2010, and an original expiration date of May 29, 2016.

On May 3, 2016, the Board delegated authority to the Sheriff to execute Amendment Number Four to the Agreement to extend the agreement for an additional two-year period from May 30, 2016, through May 29, 2018.

On May 15, 2018, the Board delegated authority to the Sheriff to execute Amendment Number Six to the Agreement, to extend the agreement for an additional two-year period from May 30, 2018, through May 29, 2020.

On May 5, 2020, the Board delegated authority to the Sheriff to execute Amendment Number Eight to the Agreement to extend the agreement for an additional two-year period from May 30, 2020, through May 29, 2022.

On May 18, 2021, the Board adopted Motion 13 titled "Removing Financial Burdens for Families: Providing Free Phone Calls and Eliminating Profits and Mark-Ups on Commissary Items in the LA County Jails and Juvenile Camps and Halls." The motion required the Department, the Office of the Inspector General, the Internal Services Department, the Chief Executive Officer, and others to submit a report back to the Board prior to issuing a Request for Proposals for the affected successor contract.

On May 26, 2022, the Board delegated authority to the Sheriff to execute Amendment Number Nine to the Agreement to extend the agreement for an additional nine-month period from May 30, 2022, through February 27, 2023.

On January 24, 2023, the Board delegated authority to the Sheriff to execute Amendment Number Ten to the Agreement to extend the Agreement for an additional one-year period, with an additional six-month option term period, from February 28, 2023, through and including August 27, 2024.

On August 6, 2024, the Board approved Amendment Twelve to the Agreement to extend the Agreement for an additional one-year period from August 28, 2024, through August 27, 2025.

On April 21, 2025, the Department was advised of the Merger/Acquisition of First Class Vending, Inc., by Aramark Refreshment Services, LLC, and effected the Contractor's name change to Aramark Refreshment Services, LLC dba First Class Vending.

### **Implementation of Strategic Plan Goals**

The Services provided under the proposed Amendment support the County's Strategic Plan, North Star 2, Focus Area B: Care First, Jails Last, Strategy II: Systems of Care and Support: Reduce the incarcerated population, depopulate, and close Men's Central Jail, and expand the system of care and support in LA County to provide improved resources to and better meet the needs of justice-involved individuals. The Amendment will allow the Department to continue providing vending dispensed items to persons incarcerated in County jails.

### **FISCAL IMPACT/FINANCING**

The proposed extension will be zero-net-cost to the County, as the Agreement is a revenue-sharing contract. Under the proposed amendment, the County will continue to collect 38.6 percent of the gross revenue from vending sales. All gross revenue is deposited into the Department's Inmate Welfare Fund, to directly finance various educational, rehabilitative, and recreational programs for incarcerated persons.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On April 14, 2025, pursuant to Board Policy 5.100, the Department provided the Board with advance notification of its intent to enter into negotiations with First Class Vending for a one-year extension to the Agreement.

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First Class Vending is in compliance with all Board and Chief Executive Office requirements, and all provisions required by the Board are included in the Agreement.

The Amendment has been approved as to form by County Counsel.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this action will ensure the most efficient continuation of Services to persons incarcerated in County jails while the County successfully implements the successor commissary and vending contract.

**CONCLUSION**

Upon Board approval, please return two adopted copies of this Board Letter and two original executed copies of the Amendment to the Department's Contracts Unit.

Sincerely,



ROBERT G. LUNA  
SHERIFF

**AMENDMENT NUMBER THIRTEEN  
TO  
AGREEMENT NUMBER 77438  
FOR VENDING MACHINE SERVICES - INMATES ONLY**

This Amendment Number Thirteen to Agreement Number 77438 (Agreement) is entered into by and between the County of Los Angeles (County) and First Class Vending (Contractor), effective upon execution by both parties.

- A. WHEREAS, on November 30, 2010, County and Contractor entered into the Agreement to provide Vending Machine Services for inmates for the Los Angeles County Sheriff's Department (Department); and
- B. WHEREAS, the Agreement had an Initial Term, as defined in the Agreement, with two (2) additional one-year option periods and one (1) six-month period, in any increment (each an "Option Term"); and
- C. WHEREAS, on November 8, 2013, County and Contractor entered into Amendment Number One to the Agreement to extend the Term of the Agreement for its first one-year Option Term, add the County-mandated provision regarding the Contractor Alert Reporting Database, and update the County-mandated provision regarding Indemnification and Insurance; and
- D. WHEREAS, on November 25, 2014, County and Contractor entered into Amendment Number Two to the Agreement to extend the Term of the Agreement for its second one-year Option Term, update the County-mandated provision regarding Consideration of Hiring GAIN/GROW Participants, and add the County-mandated provision regarding Time Off for Voting; and
- E. WHEREAS, on August 21, 2015, County and Contractor entered into Amendment Number Three to the Agreement to extend the Term of the Agreement for its final six-month Option Term; and
- F. WHEREAS, on May 3, 2016, County and Contractor entered into Amendment Number Four to the Agreement to extend the Term of the Contract for an additional one (1) year period, from May 30, 2016, through May 29, 2017, with an option to extend for up to an additional period of twelve months, in any increment ("Option Term"); and
- G. WHEREAS, on March 30, 2017, County and Contractor entered into Amendment Number Five to the Agreement to extend the Term of the Agreement for its final twelve-month Option Term, from May 30, 2017, through May 29, 2018, and add the County-mandated provision regarding County's Zero Tolerance Policy on Human Trafficking; and



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- H. WHEREAS, on May 15, 2018, County and Contractor entered into Amendment Number Six to the Agreement to (1) extend the Term of the Agreement for an additional one (1) year period, from May 30, 2018, through May 29, 2019, with an option to extend for up to an additional period of twelve months, in any increment, and (2) update the County-mandated provisions regarding Consideration of Hiring GAIN/GROW Participants, Assignment and Delegation/Mergers or Acquisitions, County's Quality Assurance Plan, and Safely Surrendered Baby Law; and
- I. WHEREAS, on May 9, 2019, County and Contractor entered into Amendment Number Seven to the Agreement to (1) exercise the final twelve-month Option Term and extend the Term of the Agreement from May 30, 2019, through and including May 29, 2020, and (2) update the County-mandated provisions regarding Compliance with Fair Chance Employment Hiring Practices and Compliance with the County Policy of Equity; and
- J. WHEREAS, on May 21, 2020, County and Contractor entered into Amendment Number Eight to the Agreement to (1) extend the Term of the Agreement for an additional two (2) year period, from May 30, 2020, through May 29, 2022, and (2) add the County-mandated provision regarding Compliance with Prison Rape Elimination Act (PREA) of 2003, Zero Tolerance for Sexual Abuse and Sexual Harassment.
- K. WHEREAS, on May 26, 2022, County and Contractor entered into Amendment Nine to (1) extend the Term of the Agreement for a nine (9) month period from May 30, 2022, through and including February 27, 2023, and (2) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions, Counterparts and Electronic Signatures and Representations, and Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List; and (3) add the County-mandated provision regarding COVID-19 Vaccinations of County Contractor Personnel; and
- L. WHEREAS, on February 14, 2023, County and Contractor entered into Amendment Ten to (1) extend the Term of the Agreement for an additional one-year period from February 28, 2023, through and including February 27, 2024, with an option to extend for up to an additional period of six months, (2) update the County-mandated provisions regarding the Safely Surrender Baby Law, and Compliance with Fair Chance Employment Hiring Practices, and (3) update Exhibit I (Safely Surrender Baby Law) to the Agreement; and

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- M. WHEREAS, on January 30, 2024, County and Contractor entered into Amendment Eleven to (1) extend the Term of the Agreement for the six-month Option Term from February 28, 2024, through and including August 27, 2024, (2) update the County-mandated provision regarding Termination for Improper Consideration, (3) update the County-mandated provision regarding Public Records Act, and (4) add the new County-mandated provision regarding Edible Food Donation; and
- N. WHEREAS, on August 6, 2024, County and Contractor entered into Amendment Twelve to (1) extend the Term of the Agreement for an additional one-year period, from August 28, 2024, through and including August 27, 2025, and (2) add the new County-mandated provisions regarding Campaign Contribution Prohibition Following Final Decision in Contract Proceeding and Reduce Single-Use Plastics; and
- O. WHEREAS, the Agreement currently expires on August 27, 2025; and
- P. WHEREAS, County and Contractor agree to (1) document the acquisition of First Class Vending, Inc., by Aramark Refreshment Services, LLC, (2) document Contractor's corporate name change from First Class Vending, Inc., to Aramark Refreshment Services, LLC dba First Class Vending (3) extend the Term of the Agreement for an additional one-year period, from August 28, 2025, through and including August 27, 2026, and (4) update the County-mandated provision regarding Consideration of Hiring GAIN/START Participants.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, County and Contractor hereby agree to amend the Agreement as follows:

- 1. Upon the effective date of this Amendment, the term "Contractor" as used in the Agreement will refer to "Aramark Refreshment Services, LLC dba First Class Vending
- 2. The County hereby acknowledges and consents to the acquisition of First Class Vending, Inc.'s California assets (including the present Agreement) by Aramark Refreshment Services, LLC.
- 3. The County hereby acknowledges and consents to the substitution of First Class Vending, Inc., by Aramark Refreshment Services, LLC dba First Class Vending.

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4. The County recognized that Aramark Refreshment Services, LLC dba First Class Vending., will be entitled to all rights, title, and interest of First Class Vending, Inc., in and to the Agreement.
5. The County and Aramark Refreshment Services, LLC dba First Class Vending, hereby agree that Aramark Refreshment Services, LLC dba First Class Vending, will continue to perform and complete the Agreement, including any indemnification obligations thereunder, pursuant to the terms of the Agreement.
6. Aramark Refreshment Services, LLC dba First Class Vending, hereby approves, ratifies, and confirms (a) all terms, covenants, conditions, provisions, and obligations of the Agreement, (b) that it will continue to perform at its own expense all duties and obligations of the Agreement previously performed by First Class Vending, Inc., and (c) that it will be bound by all the terms, covenants, conditions, provisions, and obligations of the Agreement.
7. Contractor hereby certifies that it remains in a position to fully perform any and all obligations that may exist under the Agreement.
8. All inadvertent future references to "First Class Vending, Inc." under the Agreement will be deemed references to "Aramark Refreshment Services, LLC dba First Class Vending"
9. The County's consent herein relates only to the actions described herein. Contractor may not assign its rights or delegate its duties under the Agreement without the County's prior written consent as described in Paragraph 38.0 (Assignment and Delegation/Mergers or Acquisitions) of the Agreement.
10. Paragraph 7 (Term) of the Agreement is deleted in its entirety and replaced as follows to extend the Term of the Agreement for an additional one-year period, from August 28, 2025, through and including August 27, 2026:

**7. TERM**

- 7.1 The Term of this Agreement shall commence November 30, 2010, and shall terminate on August 27, 2026, unless terminated earlier in whole or in part, as provided in this Agreement.



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- 7.2 The Sheriff, or his designee, may terminate the Agreement earlier, in whole or in part, with 30 calendar days advance written notice to Contractor of such termination.
  - 7.3 The County maintains a database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether County will exercise an Agreement term extension option.
11. Paragraph 26.0 (Consideration of Hiring GAIN/GROW Participants) of Exhibit A (Additional Terms and Conditions) to the Agreement is deleted in its entirety and replaced as follows to revise the County-mandated provision:

**26.0 CONSIDERATION OF HIRING GAIN/START PARTICIPANTS**

- 26.1 Should Contractor require additional or replacement personnel after the effective date of the Agreement to service the account with the County, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractors must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer qualified GAIN/START job candidates.
  - 26.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.
12. Except as expressly provided in this Amendment Number Thirteen, all terms, and conditions of the Agreement will remain the same in full force and effect.
13. Contractor represents and warrants that the person executing this Amendment Number Thirteen for Contractor is an authorized agent who has actual authority

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to bind Contractor to each and every item, condition, and obligation of this Amendment Number Thirteen and that all requirements of Contractor have been fulfilled to provide such actual authority.

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**IN WITNESS WHEREOF**, the County of Los Angeles, by order of its Board of Supervisors has caused this Amendment Number Thirteen to be executed on its behalf by the Sheriff of the County of Los Angeles, and Contractor has executed this Amendment Number Thirteen, or caused it to be duly executed by its duly authorized officer.



COUNTY OF LOS ANGELES

By: *Kathryn Barger*  
Chair, Board of Supervisors

Date: 8/12/2025

**ATTEST: EDWARD YEN  
EXECUTIVE OFFICER  
CLERK OF THE BOARD OF SUPERVISORS**

By: *[Signature]*, Deputy

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

46 August 12, 2025

*Edward Yen*  
EDWARD YEN  
EXECUTIVE OFFICER

Date: 5/14/2025

**APPROVED AS TO FORM:  
DAWYN R. HARRISON  
County Counsel**

By: *Michele Jackson*  
Michele Jackson  
Principal Deputy County Counsel

ARAMARK REFRESHMENT  
SERVICES, LLC dba FIRST CLASS  
VENDING

By: *[Signature]*

Name: Patricia Pactanac

Title: President, First Class Vending

Date: 5/14/2025

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
Delivery of this document has been made.

EDWARD YEN  
Executive Officer  
Clerk of the Board of Supervisors

By: *[Signature]*  
Deputy

77438 Supplement No. 4

# SOLE SOURCE CHECKLIST

Department Name: \_\_\_\_\_

☐ New Sole Source Contract

☐ Existing Sole Source Contract      Date Sole Source Contract Approved: \_\_\_\_\_

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b> Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

  
\_\_\_\_\_  
Chief Executive Office

07/16/2025  
\_\_\_\_\_  
Date

## **SOLE SOURCE QUESTIONNAIRE**

**DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION FOR A SOLE-SOURCE AGREEMENT WITH ARAMARK REFRESHMENT SERVICES, LLC DBA FIRST CLASS VENDING (AGREEMENT) FOR VENDING MACHINE SERVICES – INMATES ONLY (SERVICES). MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS WHEN APPLICABLE:**

1. What is being requested?

The requested extension of the Agreement with Aramark Refreshment Services, LLC dba First Class Vending, for Services will allow the Sheriff's Department (Department) to allow the awarded contractor to the successor contract to complete the installation of its replacement vending machines.

2. Why is the product needed? – How will it be used?

The Services are required by the Department to provide incarcerated persons with an opportunity to purchase a variety of vending items.

3. Is this brand of product the only one that meets the user's requirements? If yes, what is unique about the product?

No, the Department is in the process of obtaining Board approval of a successor contract.

4. Have other products/vendors been considered? If yes, which products or vendors have been considered and how did they fail to meet the user's requirements?

Yes. The Department released a Request for Proposals (RFP) on January 11, 2024.

5. Will purchase of this product avoid other costs, e.g. data conversion, training, purchase of additional hardware, etc.?

Not applicable.

6. Is the product proprietary or is it available from various dealers? Have you verified this?

The Services are available from other vendors, and a RFP was issued on January 11, 2024.

7. Reasonableness of Price. Does the County obtain a special or pricing not available to the private sector? How does County pricing compare with other governmental entities?

Not applicable. This is a revenue-generating Agreement.

8. If this purchase is an upgrade of existing equipment, what is the dollar value of existing equipment and the purchase order number for the existing equipment?

Not applicable.