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The Judiciary  
P.O. Box 2560  
Honolulu, Hawaii 96804  
808-548-3080

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SETTLEMENT AGREEMENT BETWEEN THE HAWAII STATE COMMITTEE OF BLIND VENDORS, THE HAWAII BLIND VENDORS ASSOCIATION, CLYDE OTA, KENNETH OSHIRO, GLENN OSHIRO, THE DEPARTMENT OF HUMAN SERVICES, STATE OF HAWAII, AND THE DEPARTMENT OF TRANSPORTATION, STATE OF HAWAII, SCHEDULES "1" AND "2", AND EXHIBITS "A" THROUGH "C"

1                   THIS SETTLEMENT AGREEMENT, made this 4<sup>th</sup> day of April,  
2 1992, by and between the Hawaii State Committee of Blind Vendors  
3 ("Committee"), the Hawaii Blind Vendors Association  
4 ("Association"), Clyde Ota ("Ota"), Kenneth Oshiro ("K. Oshiro"),  
5 and Glenn Oshiro ("G. Oshiro"), the Department of Human Services,  
6 State of Hawaii ("DHS") and the Department of Transportation,  
7 State of Hawaii ("DOT"), is the product of intensive, good faith  
8 mediation by all parties to obtain a mutually acceptable  
9 institutionalized accommodation of competing interests ("the  
10 mediation process"), and it fully and finally settles all claims  
11 which were asserted or could have been asserted by any of the  
12 parties in Hawaii State Committee of Blind Vendors, et al. v.  
13 Department of Human Services, State of Hawaii, et al., Civil No.  
14 90-3744-11, Circuit Court of the First Circuit, State of Hawaii  
15 ("the civil action").

16  
17                   1. As used in this agreement, the following  
18 definitions shall apply:

19  
20                   a. The term "blind vendor" means a "blind  
21 person" as defined by federal and Hawaii law; a vocational  
22 rehabilitation client of DHS; a person who has successfully  
23 completed blind vendor facility training and is certified by DHS,  
24 or is a current blind vendor at a Neighbor Island Airport as of  
25 the date of this agreement; and a person who has been appointed  
26 by DHS as blind vendor for a Neighbor Island Airport facility  
27 pursuant to Haw. Rev. Stat. § 102-14 and Haw. Admin. R. § 17-402-  
28 17. "Blind vendor" includes Ota, K. Oshiro, G. Oshiro, and their  
29 successors, and any person appointed to a newly established  
30 Neighbor Island Airport facility subsequent to this agreement  
31 shall also be covered under the terms of this agreement.

32  
33                   b. The term "Neighbor Island Airport" means any  
34 airport administered by DOT located on any island in the State of  
35 Hawaii other than on the Island of Oahu.  
36

1 c. "Ota", "K. Oshiro", and "G. Oshiro" are  
2 "blind persons" as defined by federal and Hawaii law and "blind  
3 vendors" for purposes of this agreement, each of whom is a  
4 vocational rehabilitation client of DHS; has successfully  
5 completed blind vendor facility training and was certified by  
6 DHS; was appointed by DHS as the blind vendor for a facility at a  
7 Neighbor Island Airport pursuant to Haw. Rev. Stat. § 102-14 and  
8 Haw. Admin. R. § 17-402-17; and, who presently operates such  
9 facility. Ota operates the facility at Kahului Airport in  
10 Kahului, Maui; K. Oshiro operates the facility at Kona Airport in  
11 Kona, Hawaii; G. Oshiro operates the facility in Lihue Airport in  
12 Lihue, Kauai; and, the facility at General Lyman Field in Hilo,  
13 Hawaii is temporarily vacant.

14  
15 d. "The Committee" is an organization existing in  
16 the State of Hawaii and under law which has the following powers:

17  
18 (1) Participate actively with the state  
19 licensing agency in major administrative decisions and policy and  
20 program development affecting the overall administration of the  
21 State's vending facilities program.

22  
23 (2) Receive grievances for blind licensees,  
24 initiate action thereupon, and serve as advocate for blind  
25 licensees.

26  
27 (3) Serve as advocate for the program.

28  
29 (4) Sponsor, with the assistance of the  
30 state licensing agency, meetings and instructional conferences  
31 for blind licensees.

32  
33 e. "The Association" is an organization of blind  
34 vendors in the State of Hawaii and acts as an advocate for blind  
35 vendors.

36  
37 f. "DHS" is the agency of the State of Hawaii that  
38 administers the Hawaii blind vendor program under law; is the  
39 sole state agency to administer the vocational rehabilitation  
40 program; is the agency that provides vocational rehabilitation  
41 for the blind and visually handicapped persons; and, is the  
42 agency that has been designated by the United States Secretary of  
43 Education as the State Licensing Agency for blind and visually  
44 handicapped persons.

45  
46 g. "DOT" is the agency of the State of Hawaii that  
47 administers the airports in the State of Hawaii under law.

48  
49 h. "Facility" means the same thing as the term  
50 "vending facility" as set forth in Haw. Rev. Stat. § 102-14.

51  
52 i. "§ 110 funds" means only those funds which have  
53 been reallocated by the U.S. Dept. of Education under the Federal  
54 Rehabilitation Act to DHS for federal FY 1991, 1992, 1993, and

1 1994, and shall not refer to those funds that are part of the  
2 original annual allocation of § 110 funds to DHS. All  
3 expenditures of § 110 funds hereunder are understood to be  
4 properly matched, in the amount required by federal law, with  
5 funds from the Randolph-Sheppard revolving account, Haw. Rev.  
6 Stat. § 347-12.5, or other available state funds.

7  
8 j. "Employee vending facility" shall mean a facility,  
9 the dimensions of which are contained in Exhibit C, at Kahului  
10 Airport consisting exclusively of vending machines for the sole  
11 use of airport personnel.

12  
13 k. "Health Aids" means a limited assortment of non-  
14 prescription medicine including, but not limited to, the  
15 following:

16  
17 (1) Analgesic and non-analgesic aspirins and cold  
18 remedies;

19  
20 (2) An assortment of breathmints, cough drops,  
21 and sore throat lozenges;

22  
23 (3) A limited range of lip protection at varying  
24 levels of protection;

25  
26 (4) A limited assortment of other  
27 miscellaneous non-prescription medicines including, but not  
28 limited to, motion sickness medicine, eye drops (including eye  
29 drops for contact lens) laxatives, antacids, and adhesive  
30 bandages.

31  
32 1. "Vending machines" shall mean vending  
33 machines or other mechanical vending or dispensing devices,  
34 including, but not limited to those vending or dispensing such  
35 items as newspapers, magazines, cigarettes, candy, sandwiches,  
36 soft drinks, coffee, and the like, but specifically excluding  
37 vending machines or other mechanical devices vending or  
38 dispensing insurance policies, cash, money orders, checks, United  
39 States postage stamps, photocopy machines, baggage carts,  
40 telephones, and the like.

41  
42 2. The parties acknowledge that the mediation process:

43  
44 a. Was aimed at resolving the differences existing  
45 between them out-of-court in order to obtain a mutually  
46 acceptable institutionalized accommodation of competing interests  
47 and that the claims raised in the civil action were  
48 representative but not exhaustive of the matters in controversy  
49 existing between the parties;

50  
51 b. Involved during its course of more than one year  
52 the work of counsel for the parties on a frequent basis; numerous  
53 formal and informal ADR sessions; the individual involvement of  
54 blind vendors; the good faith commitment of representatives from

1 DHS and DOT; and, the dedicated and persistent work of the  
2 mediators; and  
3

4 c. Has been successful as a result of the intensive,  
5 good faith efforts of all parties, aided by the demonstrated  
6 leadership of the two mediators, David Fairbanks and Dee Dee  
7 Letts.  
8

9 **BASED ON THE FOREGOING, THE PARTIES AGREE AS FOLLOWS:**  
10

11 1. This agreement shall be effective upon its  
12 approval by all parties. Its terms shall govern the relationship  
13 between all parties to this agreement and their successors,  
14 subject to modification by subsequent written agreement by all  
15 parties and their successors. Subsequent changes in statutes  
16 shall supersede the terms of this agreement. Subsequent changes  
17 to Hawaii Administrative Rules, lawfully promulgated that do not  
18 deal with or alter this agreement shall bind the parties and  
19 their successors according to law. Notwithstanding the  
20 foregoing, subsequent changes in Hawaii Administrative Rules that  
21 do deal with or alter this agreement shall not supersede this  
22 agreement, except to the extent expressly agreed to by the  
23 affected parties or their successors.  
24

25 2. The blind vendors shall continue to be authorized  
26 by DHS to operate their respective facilities and agree to  
27 operate such in conformity with law and the Operating Agreement  
28 with DHS. The Operating Agreement shall contain terms and  
29 provisions applicable to all other blind vendors in the State of  
30 Hawaii. DHS and DOT shall not, directly or indirectly, displace,  
31 dislocate, prohibit, or deny to each blind vendor the authority  
32 to operate the facilities, and vending machines and, in the case  
33 of Ota, the employee vending facility as long as he or she  
34 complies with law, the Operating Agreement and this agreement.  
35

36 3. From and after the dates and times in Schedule 1,  
37 DHS and DOT shall not permit any person or entity, other than the  
38 blind vendor to sell health aids at Neighbor Island Airports and  
39 blind vendor agrees to carry and sell them at reasonable prices.  
40

41 4. DHS and DOT shall not permit any person or entity,  
42 other than the blind vendor and the current restaurant, snack  
43 bar, cocktail lounge, in-flight service(s), gift concessionaires,  
44 and airline VIP lounges such as the Red Carpet Club and  
45 Ambassador Club, and any successor to it or them, to sell food or  
46 beverages at Neighbor Island Airports. DHS and DOT shall not  
47 permit any person or entity, other than the blind vendor and the  
48 current restaurant and cocktail lounge concessionaires, and any  
49 successor to it or them, to sell tobacco products at the Neighbor  
50 Island Airports, if such concessionaires are authorized by law to  
51 sell such products.  
52

53 5. DOT agrees to not grant to any Neighbor Island  
54 gift concessionaire in any subsequent contract negotiation or

1 renegotiation the right to sell "packaged food" as described in  
2 paragraphs 7 b and c hereof, or "beverages" as defined in 7 d  
3 hereof.  
4

5 6. The blind vendor shall carry in stock, display,  
6 offer for sale, and sell at the facility, and no other  
7 concessionaire, person, or entity other than the blind vendor  
8 shall be allowed to sell the following items:  
9

10 a. Newspapers. The Honolulu Advertiser, the  
11 Honolulu Star-Bulletin, and the major local neighbor island  
12 newspaper(s), as well as other newspapers including but not  
13 limited to the Wall Street Journal, and USA Today, shall be  
14 carried and sold at prices not more than cost plus forty (40%)  
15 percent.  
16

17 b. Periodicals and Magazines. A variety of not  
18 less than 20 different periodicals and magazines, including major  
19 national best-sellers, shall be carried and sold for no more than  
20 their cover price.  
21

22 c. Paperback Books. A variety of not less than  
23 20 different titles of paperback books, including such best-  
24 sellers as appear on the weekly New York Times Book Review  
25 section "Best Sellers" list, both fiction and nonfiction, as well  
26 as publications that feature or promote Hawaii, shall be carried  
27 and sold for no more than their cover prices.  
28

29 d. Health aids, as defined in 1.k., provided  
30 that exclusive rights to health aids shall be allowed in  
31 accordance with the timetable set forth in Schedule 1.  
32

33 e. Notwithstanding the foregoing, no gum shall  
34 be sold or made available by the blind vendor, provided no other  
35 concessionaire, person, or entity is allowed to sell or make gum  
36 available at a Neighbor Island airport.  
37

38 7. The blind vendor may carry in stock, display,  
39 offer for sale, and sell at the facility the following items,  
40 subject to competition from the restaurant, snack bar, cocktail  
41 lounge, and inflight service concessionaires or providers:  
42

43 a. Tobacco Products. A full line of single  
44 packaged tobacco products including cigarette packs and a variety  
45 of other single packaged tobacco products, such as packaged  
46 cigars, matches, and disposable lighters shall be carried and  
47 sold at reasonable prices. Only cocktail lounges and restaurants  
48 (if allowed by law), shall be allowed to sell tobacco products in  
49 competition with the blind vendors.  
50

51 b. Packaged Food. A variety of packaged items  
52 such as the following:  
53

1 (1) Popular candy, nut and snack items, each  
2 item to have a weight of not greater than six ounces, and  
3

4 (2) Various food items such as the  
5 following: sandwiches, pastry items, sushi, musubi, and fruit.  
6

7 c. Each of the packaged food items sold under  
8 this agreement shall meet each of the following requirements:  
9

10 (1) Each packaged food item shall be  
11 individually prepackaged.  
12

13 (2) Each packaged food item shall be  
14 intended for immediate consumption.  
15

16 (3) Each packaged food item shall be sold at  
17 reasonable prices.  
18

19 (4) Each packaged food item shall be  
20 prepared off premises by someone other than the blind vendor or  
21 the blind vendor's employees.  
22

23 d. Beverages. A variety of popular, non-  
24 alcoholic beverages may be sold at reasonable prices; provided,  
25 however, that each beverage item shall be individually packaged,  
26 and provided further that carbonated beverages and sodas shall be  
27 not larger than twelve fluid ounces, and that juices and other  
28 non-carbonated beverages that are not available for purchase in  
29 packages less than sixteen fluid ounces may be sold in packages  
30 no larger than sixteen fluid ounces.  
31

32 8. No tables, counters, booths, furniture or other  
33 amenities shall be provided for the consumption of products sold  
34 at the facility, and food service shall not be provided.  
35

36 9. No equipment for the heating or warming of food or  
37 beverages shall be utilized or provided, including self-service  
38 equipment.  
39

40 10. Small Items. A variety of small items consisting  
41 only of the following types of merchandise may be carried and  
42 sold, on a non-exclusive basis, at reasonable prices: maps,  
43 drive-guides, calendars, postcards, sun screen lotion, and non-  
44 souvenir pens and pencils, provided that such pens and pencils  
45 sell for \$2.50 or less, subject to renegotiation as to price as  
46 agreed between the blind vendors, DHS, and DOT.  
47

48 11. Reasonable Prices. A price shall be  
49 presumptively reasonable if it does not exceed the price of an  
50 identical or similar item sold at the Honolulu International  
51 Airport.  
52

53 12. Through redesign and remodeling, including  
54 appropriate fixtures, furniture, and equipment, the blind vendor,

1 DHS, and DOT agree to upgrade the appearance of the respective  
2 facilities so that they present products in an uncluttered and  
3 contemporary manner. The capital expenditures relating to such  
4 improvement shall, in all cases, be agreed to in advance by the  
5 blind vendor, and DHS. Once agreed, such expenditures shall be  
6 equally shared between DHS and the blind vendor provided that the  
7 blind vendor has reported to DHS for any quarter during the  
8 immediately preceding four quarters a gross income which, if  
9 reported under this agreement, would require the blind vendor to  
10 pay rent of 2% or greater based upon the rent schedule set forth  
11 in paragraph 16(b) of this agreement. If the gross income of the  
12 blind vendor does not meet such threshold, DHS shall pay for all  
13 of the capital expenditures. If § 110 funds are available such  
14 funds shall be used first and the blind vendor and DHS shall  
15 equally share any remaining capital expenditures not paid for or  
16 reimbursed by such § 110 funds. However, if the blind vendor  
17 does not meet the gross income threshold set forth in this  
18 paragraph, then DHS shall pay for such capital expenditures and  
19 DHS may use § 110 funds as available.  
20

21 13. The blind vendor, DHS, and DOT agree to assist in  
22 the formation of and actively participate with the appropriate  
23 Neighbor Island Airport Concessionaire's Committee which shall  
24 serve as a vehicle to permit the various concessionaires to share  
25 their expertise and make recommendations to one another with the  
26 intent of having efficient, clean, eye-appealing, first class  
27 airports.  
28

29 14. From and after the times and dates outlined in  
30 Schedule 2, no vending machines shall be permitted at any  
31 Neighbor Island airport in the State of Hawaii other than those  
32 authorized by this agreement.  
33

34 a. Ho'opono, the Services to the Blind Branch of  
35 DHS, shall assume operation of all of the vending machines in all  
36 Neighbor Island Airports as identified on Exhibit "B" attached  
37 and establish, arrange to maintain and service, and supervise and  
38 manage all vending machines at all locations and places in  
39 Neighbor Island Airports other than the vending machines in the  
40 passenger terminal building(s) at such airports, and all income  
41 derived from such vending machines shall be deposited in the  
42 Randolph-Sheppard Revolving Account, Haw. Rev. Stat. § 347-12.5.  
43

44 b. If there is a blind vendor at a Neighbor  
45 Island Airport, such blind vendor shall assume operation of all  
46 of the vending machines in the passenger terminal building(s) of  
47 that airport and shall establish, arrange to maintain and  
48 service, and supervise and manage all vending machines in the  
49 passenger terminal building(s), and all income derived from such  
50 vending machines shall be retained by the blind vendor. In the  
51 event there is no blind vendor at a Neighbor Island Airport, then  
52 Ho'opono, the Services for the Blind Branch of DHS, shall assume  
53 operation and establish, arrange to maintain and service, and  
54 supervise and manage all vending machines at all locations at

1 such airports, and such income shall be paid to the Randolph-  
2 Sheppard Revolving Account, Haw. Rev. Stat. § 347-12.5.  
3

4 c. Subject to the final approval of DOT, which  
5 shall not be unreasonably withheld, the parties hereto agree to  
6 locate and establish as many vending machines as possible at all  
7 locations at all Neighbor Island Airports including the passenger  
8 terminal building(s) consistent with DHS' judgement, after  
9 consultation with DOT, the Committee, and the blind vendor,  
10 appropriate to meet the needs of the traveling public, the  
11 requirements of others at the airport, and aesthetics. All  
12 parties hereto agree to identify new locations wherever possible  
13 and to expand number and type of vending machines. DHS, DOT, the  
14 Committee, and the blind vendor shall jointly conduct detailed  
15 periodic reviews on at least a yearly basis and prepare and  
16 circulate a written report relating thereto. The Committee shall  
17 review these written reports at regularly scheduled meetings.  
18

19 d. The parties hereto agree to work through the  
20 mediation process to the extent necessary to accomplish the  
21 transition of vending machines as soon as possible but at least  
22 by the times and dates outlined in Schedule 2. DHS and DOT  
23 agree to use best efforts to accomplish the foregoing.  
24

25 15. Ota shall establish and maintain an employee  
26 vending facility composed exclusively of vending machines.  
27

28 a. The employee vending facility shall be  
29 located on the Ground Level of the Kahului Terminal Building,  
30 Building 340, as shown on Exhibit "C" attached hereto.  
31

32 b. Access to the employee vending facility shall  
33 be limited to agents or employees of DOT as well as agents or  
34 employees of airlines, lessees, concessionaires, or other  
35 permittees of DOT.  
36

37 c. A variety of food and beverages shall be  
38 stocked in vending machines and sold at reasonable prices  
39 provided that each item shall be individually prepackaged,  
40 intended for immediate consumption, prepared off-premises by  
41 other than Ota or Ota's employees, and, no gum or alcoholic  
42 beverages shall be sold.  
43

44 d. Tables, counters, booths, furniture or other  
45 facilities shall be provided for the consumption of such  
46 prepackaged food and beverages, including self-service equipment  
47 for the heating or warming of food or beverages. DOT agrees to  
48 maintain a clean area.  
49

50 e. The gross monthly vending machine receipts of  
51 the employee vending facility shall be reported by Ota as part of  
52 his gross receipts from the facility and Ota shall retain all  
53 income derived therefrom.  
54

1 f. The capital expenditures relating to the  
2 employee vending facility agreed to by Ota and DHS, such as  
3 interior improvements and equipment and initial inventory, shall  
4 be paid for or reimbursed by § 110 funds and DHS agrees to use  
5 reasonable efforts to obtain such funds. To the extent that such  
6 funds are not available, such capital expenditures shall be borne  
7 by Ota.  
8

9 16. Each blind vendor shall pay to DOT, as collection  
10 agent for DHS, within ten (10) days of the end of each month, an  
11 amount equal to the greater of the sum calculated under paragraph  
12 16 a or 16 b:  
13

14 a. One Dollar and Twenty Five Cents (\$1.25) per  
15 square foot per month for all space allocated to commercial  
16 retail sales, including vending machine use, and also including  
17 that space allocated to vending machine use and restocking and  
18 storage in the employee vending facility, and Forty Cents (\$0.40)  
19 per square foot per month for all other storage space, both as  
20 designated on Exhibit "A" ("base charge"); or  
21

22 b. A percentage of each of the blind vendor's  
23 gross monthly income from the facility plus gross monthly vending  
24 machine income to the blind vendor hereunder as reflected in the  
25 following schedule ("percentage charge"):  
26

27	0%	0 to	24,999.99
28	2%	25,000 to	49,999.99
29	4%	50,000 to	99,999.99
30	6%	100,000 to	249,999.99
31	8%	250,000 to	499,999.99
32	10%	500,000 to	1,000,000.00

33  
34 In the event that gross monthly income from the  
35 facility plus gross monthly vending machine income to the blind  
36 vendor exceeds \$1,000,000 in any single calendar month, the  
37 parties agree to renegotiate the percentage charge that shall  
38 apply, and that in any such month the blind vendor shall pay any  
39 rent based upon 15% of such combined gross monthly income,  
40 subject to negotiation.  
41

42 c. If the monthly rent amount to be paid by the  
43 blind vendor to DOT, as collection agent for DHS, is based on the  
44 percentage charge, the percentage charge shall be based upon the  
45 full amount of the gross monthly income from the facility, plus  
46 the gross monthly vending machine income (not just the amount  
47 within a given bracket) as illustrated in the following example:  
48 if the blind vendor's gross monthly income from the facility plus  
49 gross monthly vending machine income to the blind vendor were  
50 \$65,000.00, the amount to be paid would be \$2,600.00 (4% of  
51 \$65,000.00).  
52

53 d. The term "gross monthly income from the  
54 facility" includes all sales proceeds received or billed from the

1 sale of items at the facilities, including the employee vending  
2 facility, the total amount of all monies paid into vending  
3 machines pursuant to paragraph e hereof, but excludes all sales  
4 or gross excise taxes; receipts from the sale of waste; receipts  
5 in the form of refunds from or the value of merchandise or  
6 supplies returned from shippers, suppliers, or manufactures; the  
7 amount of any cash or quantity discounts received from sellers,  
8 suppliers, or manufacturers; the amounts of any gratuities paid  
9 or given by patrons or customers; and any discounts given to  
10 airport employees and other persons.  
11

12 e. The term "gross monthly vending machine  
13 income", for the first twelve months of this agreement, shall  
14 mean the gross amount of commissions paid by a third party to the  
15 blind vendor based upon the stocking, maintenance and service of  
16 the vending machines by such third party, or the gross amount of  
17 income generated by the vending machines if such machines are  
18 stocked, maintained and serviced directly by the blind vendor.  
19 Thereafter, the term "gross monthly vending machine income" shall  
20 mean the total amount of monies collected from the machine coin  
21 or cash box.  
22

23 f. Both the base charge and the percentage  
24 charge to be paid by the blind vendor to DHS shall be  
25 renegotiated every ten (10) years. It is the intent of all  
26 parties to prohibit the use of this renegotiation clause to make  
27 rent increases prohibitive for the blind vendor's future  
28 operations; however, subject to the foregoing, the usual business  
29 principles for rent renegotiation shall apply and where possible,  
30 it is the intent of the parties to maintain the rent structure  
31 with elements of base rent and percentage rent such as set forth  
32 in paragraphs 16 a and 16 b herein.  
33

34 17. The blind vendor shall pay utility charges for the  
35 electricity consumed by the facility provided that such usage is  
36 separately metered, or reasonable estimated utility charges for  
37 vending machines are established and agreed upon by the blind  
38 vendor and DOT.  
39

40 18. All parties agree that:  
41

42 a. The facility shall be used, maintained and  
43 operated in compliance with all requirements imposed pursuant to  
44 49 CFR, Department of Transportation, Subtitle A, Office of the  
45 Secretary, Part 21, Nondiscrimination in federally-assisted  
46 programs of the Department of Transportation, Effectuation of  
47 Title VI of the Civil Rights Act of 1964, and all other  
48 applicable anti-discrimination laws.  
49

50 b. In hiring employees for the facility, the  
51 blind vendor shall give preference to qualified blind candidates  
52 for employment, and the blind vendor shall use reasonable efforts  
53 in coordination with DHS in recruiting such candidates for  
54 employment. If no qualified blind candidates for employment can

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1 be found, the blind vendor agrees to give preference to visually  
2 handicapped persons, and the blind vendor shall use reasonable  
3 efforts in coordination with DHS in recruiting such candidates  
4 for employment. If no qualified blind or visually handicapped  
5 candidates for employment can be found, the blind vendor agrees  
6 to give preference to qualified disabled persons, and the blind  
7 vendor shall use reasonable efforts in coordination with DHS in  
8 recruiting such candidates for employment. If no qualified  
9 blind, visually handicapped, or disabled candidates for  
10 employment can be found, the blind vendor may hire any candidate  
11 for employment without regard to this paragraph. As used in the  
12 paragraph, "blind" and "visually handicapped" shall have the  
13 meaning ascribed to them by Haw. Rev. Stat. §§ 235-1, 347-1,  
14 respectively. As used in the paragraph, the term "disabled"  
15 shall have the same meaning as ascribed to the term "handicapped  
16 status" in Haw. Rev. Stat. § 489-2.

17  
18 c. DHS and the other parties shall cooperate and  
19 vigorously pursue § 110 funds to upgrade existing vending  
20 facilities and establish new ones; to upgrade the facilities at  
21 Neighbor Island Airports; and, to implement and monitor  
22 compliance with the terms and provisions of this agreement,  
23 unless otherwise agreed by all parties.

24  
25 19. a. This agreement marks a turning point in  
26 relations between the parties. Beginning with the filing of  
27 Hawaii Blind Vendors Association, et al. v. DHS, et al., Haw. 1st  
28 Cir. Civ. No. 81236 (filed Jan. 23, 1984), remanded for agency  
29 adjudication, 71 Haw. 367, 791 P.2d 1261 (1990), ("HBVA  
30 litigation"), and followed by the civil action and agency action  
31 preceding the civil action, relations between the parties to  
32 this agreement have been adversarial. In connection with this  
33 adversarial relationship, the blind vendors, the Committee, the  
34 Association, and others on their behalf not parties hereto, have  
35 incurred attorneys' fees in the amount of \$189,094.64 pursuing  
36 their claims. Claims have been asserted by the blind vendors,  
37 the Committee, the Association, and others that pursuant to 42  
38 U.S.C. § 1988, and other authority, they are entitled to recoup  
39 these attorneys' fees and costs from the State of Hawaii or its  
40 officers.

41  
42 b. In addition, in pursuing the mediation  
43 process culminating in this agreement, the blind vendors, the  
44 Committee, and the Association, or some of them have incurred  
45 fees to their attorneys for the attorneys' professional work  
46 consulting and advising the blind vendors, the Association and  
47 the Committee about their options and otherwise participating in  
48 the mediation process. The blind vendors, the Committee, and the  
49 Association also assert that they may be compensated for their  
50 attorneys' fees or their professional consultants' or advisors'  
51 fees pursuant to the Rehabilitation Act, 29 U.S.C. §§ 700, et  
52 seq., and agency instructions interpreting that Act, including  
53 the United States Department of Education's RSA-PI-77-27, as well  
54 as pursuant to circulars of the Office of Management and Budget,

1 5 CFR § 1310.1 (1991) including Federal Management Circular 74-4  
2 (reissued as Circular A-87), reprinted at 46 Fed. Reg. 9548-01,  
3 et seq., by analogy to Executive Order 12778 (Oct. 23, 1991),  
4 reprinted at 56 Fed. Reg. 55195, et seq., and pursuant to the  
5 policy of Ho'opono, the Services for the Blind Branch of DHS. Up  
6 to and including February 29, 1992, the fees incurred by the  
7 blind vendors, the Committee and the Association for their  
8 attorneys' professional work consulting and advising the blind  
9 vendors, the Association and the Committee in the mediation  
10 process total \$104,327.25.

11  
12 c. In the face of these claims of the blind  
13 vendors, the Association, the Committee, and others on their  
14 behalf not parties hereto, and without any admission on the part  
15 of DHS, DOT or the State of Hawaii regarding any entitlement to  
16 such claims, the parties agree as follows:

17  
18 i. The civil action will be dismissed with  
19 prejudice, with the exception of those claims relating to  
20 attorneys' fees and professional consultants' and advisors' fees  
21 as set forth below and the appointment of a master set forth in  
22 paragraph 20 c below.

23  
24 ii. The attorneys for the blind vendors,  
25 including Ota, the Committee, and the Association have previously  
26 submitted detailed documentation to DHS and DOT of attorneys'  
27 services rendered in the civil action and in the HBVA litigation,  
28 and such fees and costs are approved as reasonable in the amount  
29 of \$75,000 for work performed and costs incurred in this matter  
30 prior to March 1, 1992.

31  
32 iii. The attorneys for the blind vendors,  
33 including Ota, and the Committee and the Association, have  
34 provided professional consultation and advice to the blind  
35 vendors, including Ota, the Committee and the Association in the  
36 mediation process, and in full evidentiary hearings that preceded  
37 the mediation process, and have previously submitted detailed  
38 documentation to DHS and DOT supporting such fees. Such fees and  
39 costs are approved as reasonable in the amount of \$95,000 for  
40 services rendered in this matter prior to March 1, 1992.

41  
42 iv. The Attorney General of the State of  
43 Hawaii will submit a claim for \$75,000 for the blind vendors',  
44 the Association's, and the Committee's attorneys' fees and costs  
45 to the Hawaii State Legislature for payment. DHS and DOT agree  
46 to execute a Stipulated Judgment and Order to be submitted to the  
47 Circuit Court of the First Circuit for approval and filing in the  
48 civil action in that amount. The judgment and claim for  
49 attorney's fees and costs shall bear interest in accordance with  
50 Haw. Rev. Stat. § 662-8. DHS, DOT, and the Department of the  
51 Attorney General, State of Hawaii agree to exercise diligent and  
52 best efforts to obtain legislative appropriation to pay the full  
53 amount of such attorneys' fees and costs and agree to faithfully  
54 promote and fully support such undertaking. In the event that

1 any part of the \$75,000 plus interest remains unpaid as of  
2 November 1, 1992, all parties shall return to mediation to  
3 expedite payment.  
4

5 v. DHS shall pay \$95,000 of such  
6 professional consultants' and advisors' fees and costs from § 110  
7 funds for FY 1991 currently held by the State of Hawaii  
8 exclusively for the purposes of this agreement promptly upon the  
9 execution of this agreement.  
10

11 vi. In consideration of the payment of the  
12 amounts set forth above, all claims for attorneys' fees, or  
13 professional consultants' or advisors' fees incurred prior to  
14 March 1, 1992 against DHS, DOT and the State of Hawaii and its  
15 officers and employees in connection with the mediation process,  
16 the civil action, and the HBVA litigation, including the original  
17 HBVA civil action in the trial court and on appeal, and agency  
18 proceedings on remand, are forever waived and released. The  
19 Committee, the Association, the blind vendors and their counsel  
20 hereby warrant that they have authority to waive and release such  
21 fee claims for the parties in the HBVA litigation. The foregoing  
22 waiver and release shall remain in place even if the State  
23 materially breaches this agreement or subsequently terminates  
24 Honolulu International Airport mediation.  
25

26 20. a. All parties agree that there will be  
27 substantial time and effort expended and cost incurred relating  
28 to the implementation, monitoring of and compliance with this  
29 agreement. The parties will continue the appointment of Dee Dee  
30 Letts and David L. Fairbanks as mediators because extraordinary  
31 administrative and monitoring problems exist with respect to this  
32 agreement.  
33

34 b. Subject to the foregoing, the parties shall  
35 have at their disposal to ensure implementation of this  
36 agreement, the existing sum of approximately \$230,311.69, less  
37 the amount of the fees and costs to be paid to mediation advisors  
38 and consultants for Ota, the Committee and the Association upon  
39 the execution of this agreement, and other § 110 funds, if  
40 available. These funds shall be held by the State of Hawaii, and  
41 upon his appointment, by the master provided for in paragraph 20  
42 c, exclusively for the purposes of this agreement and used by the  
43 parties for the purposes described in this agreement, including  
44 the payment of reasonable costs and fees for implementation,  
45 monitoring of and compliance with this agreement to the  
46 professional consultants and advisors for the blind vendors,  
47 including Ota, the Committee and the Association. If the parties  
48 are unable to agree as to the amount of reasonable compensation,  
49 the mediators shall make recommendations to the parties.  
50

51 c. The judgment and order to be entered in the  
52 civil action shall include a provision for the appointment of  
53 DHS's Vocational Rehabilitation Administrator, Neil Shim, to be a  
54 court appointed master pursuant to Haw.R.Civ.P. 53(c), to serve

1 without bond and without compensation. Subject to approval of  
2 the court, Mr. Shim, as master, shall hold, in an interest-  
3 bearing account separate from the State accounting system, those  
4 § 110 funds that are to be expended exclusively for the purposes  
5 of this agreement. Mr. Shim's sole function as master shall be  
6 to make payments from said account, without regard to Haw. Rev.  
7 Stat. ch. 103 or other laws defining or constraining how public  
8 funds shall be spent, to pay for those services or other items  
9 described in this paragraph 20.

-10  
11 21. This agreement may be signed in its original form  
12 or by use of counterparts as well as through use of original  
13 signatures of the parties transmitted by telecopier and when so  
14 signed by all parties, it shall be fully effective.  
15

16 22. This agreement may be subject to the approval of  
17 the Federal Aviation Administration, pursuant to section 5, §  
18 42(a)(3) of U.S. Department of Transportation Advisory Circular  
19 150/5100-15A.  
20

21 23. The parties agree to convene meetings as  
22 appropriate, at least quarterly, or as otherwise agreed, and upon  
23 the call of any of the parties to this agreement to identify,  
24 enlarge, extend, assess, and report on the placement of new  
25 vending machines and new vending facilities within government  
26 buildings, whether existing, planned, or under construction, for  
27 the purpose of ensuring compliance with law.  
28

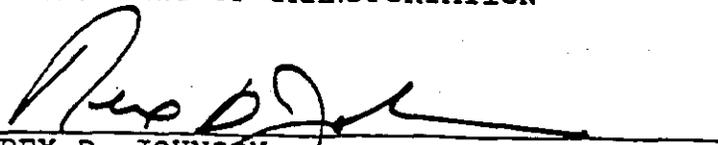
29 24. This agreement is a negotiated compromise and  
30 settlement agreement resulting from the mediation process. This  
31 agreement is intended by the parties to be contractual in nature.  
32 Nothing in this agreement constitutes an admission of any party,  
33 including an admission as to the application or interpretation of  
34 any law.  
35

36 25. The blind vendors, the Association, the Committee,  
37 DHS, and DOT agree that cooperation is in their mutual best  
38 interest and agree to attempt alternative dispute resolution to  
39 resolve dispute(s) arising under this agreement. Notwithstanding  
40 any provision to the contrary, if alternative dispute resolution  
41 procedures fail to resolve the dispute(s), the parties may  
42 litigate to enforce the terms of this agreement.

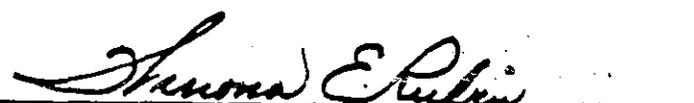
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AGREED AND SO STIPULATED:

DEPARTMENT OF TRANSPORTATION

  
\_\_\_\_\_  
REX D. JOHNSON  
Director of Transportation  
State of Hawaii

DEPARTMENT OF HUMAN SERVICES

  
\_\_\_\_\_  
WINONA E. RUBIN  
Director of Human Services  
State of Hawaii

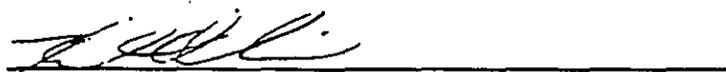
HAWAII STATE COMMITTEE OF BLIND VENDORS

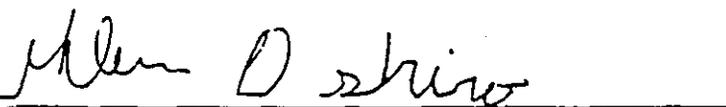
  
\_\_\_\_\_  
WARREN TOYAMA  
Its: Chairman

HAWAII BLIND VENDORS ASSOCIATION

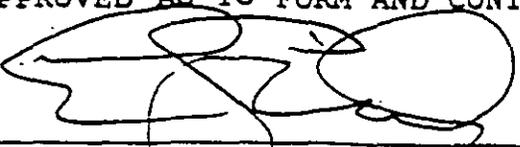
  
\_\_\_\_\_  
CHRISTOPHER AKAMINE  
Its: President

  
\_\_\_\_\_  
CLYDE OTA

  
\_\_\_\_\_  
KENNETH OSHIRO

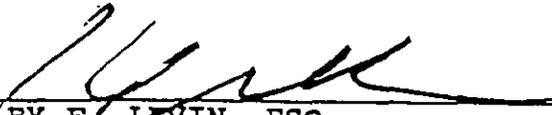
  
\_\_\_\_\_  
GLENN OSHIRO

APPROVED AS TO FORM AND CONTENT:



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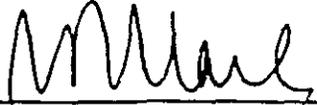
EVAN R. SHIRLEY, ESQ.  
Attorney for Plaintiffs HAWAII BLIND  
VENDOR ASSOCIATION and CLYDE OTA



---

STANLEY E. LEVIN, ESQ.  
Attorneys for Plaintiff HAWAII STATE  
COMMITTEE OF BLIND VENDORS

WARREN PRICE, III  
Attorney General, State of Hawaii



---

ROBERT A. MARKS, ESQ.  
Deputy Attorney General, Attorney for  
Defendants DOT, REX JOHNSON,  
DHS and WINONA E. RUBIN

1 EXHIBITS "A", "B" AND "C" AND SCHEDULES 1 AND 2 TO THE  
2 SETTLEMENT AGREEMENT BETWEEN THE HAWAII STATE COMMITTEE OF BLIND  
3 VENDORS, THE HAWAII BLIND VENDORS ASSOCIATION, CLYDE OTA, KENNETH  
4 OSHIRO, GLENN OSHIRO, THE DEPARTMENT OF HUMAN SERVICES, STATE OF  
5 HAWAII, AND THE DEPARTMENT OF TRANSPORTATION, STATE OF HAWAII  
6  
7

8 I. Definitions.  
9

10 "Authority" means any authority, arrangement, agree-  
11 ment, license, permit, grant, grace, or privilege.  
12

13 "Building constructed with private funds on property  
14 owned or controlled by DOT" means a building or structure  
15 constructed solely by the use of private funds on property  
16 owned or controlled by DOT which DOT has leased or otherwise  
17 permitted another governmental organization, private person,  
18 business, or other entity to use; provided, however, that once  
19 there is a "new, renewed or replaced lease" as defined herein  
20 for such building, the building ceases to be a building  
21 constructed with private funds on property owned or controlled  
22 by DOT and thereafter becomes "building or area owned or  
23 controlled by DOT" as defined herein notwithstanding that it  
24 may have been or will be replaced, reconstructed, renovated,  
25 improved, and/or maintained through the use of private funds,  
26 or governmental funds, or both.  
27

28 "Building or area open or closed to the public"  
29 means any area, building, or structure on property owned or  
30 controlled by DOT notwithstanding that all or some portion of  
31 it is open or closed to the public or to some other classi-  
32 fication of persons such as "employees only."  
33

34 "Building or area owned or controlled by DOT" means  
35 an area, building or structure owned or controlled by DOT  
36 which DOT has leased or otherwise permitted another governmen-  
37 tal organization, private person, business, or other entity to  
38 use whether or not in conjunction with a ground lease not-  
39 withstanding that building or area may have been constructed,  
40 improved, and/or maintained through the use of private funds,  
41 or governmental funds, or both.  
42

43 "DHS" means the Department of Human Services, State  
44 of Hawaii.  
45

46 "DOT" means the Department of Transportation, State  
47 of Hawaii.  
48

49 "Drawing" means an accurate representation of the  
50 vending facility (e.g., showing the location of the facility

1 within the airport property, the building enclosing the  
2 facility, the physical space occupied by the vendor, the  
3 dimensions and square footage so occupied, and other charac-  
4 teristics of the facility).

5  
6 HRS means Hawaii Revised Statutes.

7  
8 "List of vending machines" means a catalogue of  
9 vending machines which shall contain a description of the  
10 vending machine, the location (i.e., the airport, the build-  
11 ing, and location within the building [e.g., Kahului Airport;  
12 Commuter Terminal, Building 225, On South Wall Adjacent to  
13 Entrance to Room 215]), the type of vending machine (i.e.,  
14 soda, candy, snack), its physical footprint (i.e., dimensions  
15 or total square feet), its power usage, power rating and/or  
16 other utility consumption (e.g., estimated KW hours per  
17 month), its classification (e.g. make, model, serial number,  
18 etc.) the owner of the vending machine itself (e.g., Valley  
19 Isle Amusement), and any other appropriate details concerning  
20 the machine (e.g., rough-in to water and drain required).

21  
22 "New, renewed or replaced lease" means a written  
23 lease which is made, entered into, approved, executed, signed,  
24 renewed, extended, lengthened, continued, replaced, supersed-  
25 ed, waived, or otherwise made effective, continued in effect,  
26 or dispensed with by affirmative act or acquiescence of DOT  
27 for any period of time from and after April 1, 1992.

28  
29 "NIA" means the Neighbor Island Airports as defined  
30 in the Settlement Agreement.

31  
32 "Property owned or controlled by DOT" means any  
33 property owned or controlled by DOT under Chapter 261, HRS.

34  
35 "Time of lease renewal" means the time the written  
36 lease is made, entered into, approved, executed, signed,  
37 renewed, extended, lengthened, continued, replaced, super-  
38 seded, waived, or otherwise made effective, continued in  
39 effect, or dispensed with by DOT.

40  
41 "Vending machines which DHS is to operate" means all  
42 of the vending machines at all locations and places in any NIA  
43 (other than the vending machines in the passenger terminal  
44 building(s) at airports where there is a blind vendor) which  
45 DHS is to establish, arrange to maintain and service, and  
46 supervise and manage pursuant to paragraph 14.a. of the  
47 Settlement Agreement.  
48

"Vending machines which the blind vendor is to operate" means all of the vending machines in the passenger terminal building(s) which the blind vendor has the responsibility to establish, arrange to maintain and service, and supervise and manage pursuant to paragraph 14.b. of the Settlement Agreement.

II. Introduction.

The Exhibits and Schedules attached hereto (except Schedule 1) are not their final form. Rather, they now contain the agreement of the parties as to their components.

III. Preparation of Exhibits and Schedules.

The primary responsibility for the preparation of the Exhibits and Schedules is with DOT with assistance from the blind vendors and DHS. The accuracy and completeness of the Exhibits and Schedules are subject to site inspection, document examination and physical audit by all parties.

It is anticipated that the Exhibits and Schedules will be in their final form on or before the following dates:

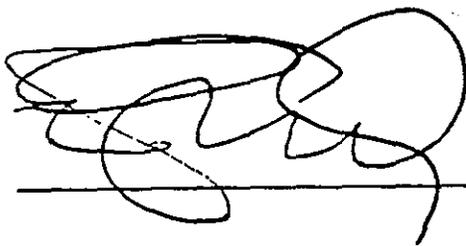
Exhibit "A"	July 1, 1992.
Exhibit "B"	December 31, 1992
Exhibit "C"	July 1, 1992.
Schedule 1	April 1, 1992
Schedule 2	July 1, 1992

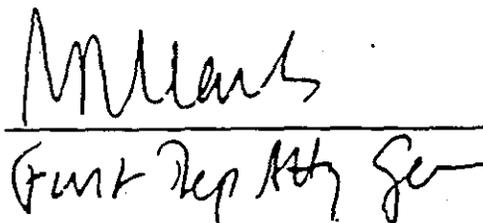
DATED: Honolulu, Hawaii, this 5<sup>th</sup> day of June 1992.

AGREED:

On behalf of the Blind Vendors:

On behalf of the Department of Transportation:





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## EXHIBIT "A"

I. Composition of Exhibit "A".

Exhibit "A" is intended to be an accurate representation of the retail, storage, and vending machine space occupied by each NIA blind vendor. There will be an Exhibit "A" for each of the following airports: Kahului, Kona, Hilo, and Lihue. Each will be composed of three parts: Summary, Maps, and List of Vending Machines.

a. Summary Section.

The Summary will provide a statement of total square footage and base monthly rent for Retail Commercial Space, Vending Machine Space, and Storage Space.

b. Maps Section.

The Maps Section of Exhibit "A" will contain an accurate drawing of the vending facility. The Maps Section will clearly delineate: first, a drawing of the commercial retail space; and, second, a drawing of the storage space.

c. List of Vending Machines Section.

Exhibit "A" will contain a list of vending machines which the blind vendor is to operate.

d. Changes to Vending Machine Section.

At least once a year, the DOT will meet with the State Committee of Blind Vendors and the blind vendor for each of the following airports: Kahului, Kona, Hilo, and Lihue to review and update the vending machine section of Exhibit "A".

II. Rent Obligation.

During the period of time when Exhibit "A" is being completed, the blind vendors will pay rent on the vending facility space currently occupied by them. Rent begins on July 1, 1992 and is based upon the following estimations of square footage of retail commercial space and storage space:

EXHIBIT "A"

1 Kahului Airport:

2  
3 Retail Commercial Space: 380 sq. ft.  
4 Storage Space: 200 sq. ft.  
5 Vending Machine Space 81 sq. ft.  
6 Employee Cafeteria Vending Betwn 6.7 &  
7 Machine Space 53.6 sq. ft.  
8

9 Kona Airport:

10  
11 Retail Commercial Space: 163 sq. ft.  
12 Storage Space: 17 sq. ft.  
13 Vending Machine Space 66.5 sq. ft.  
14

15 Hilo Airport:

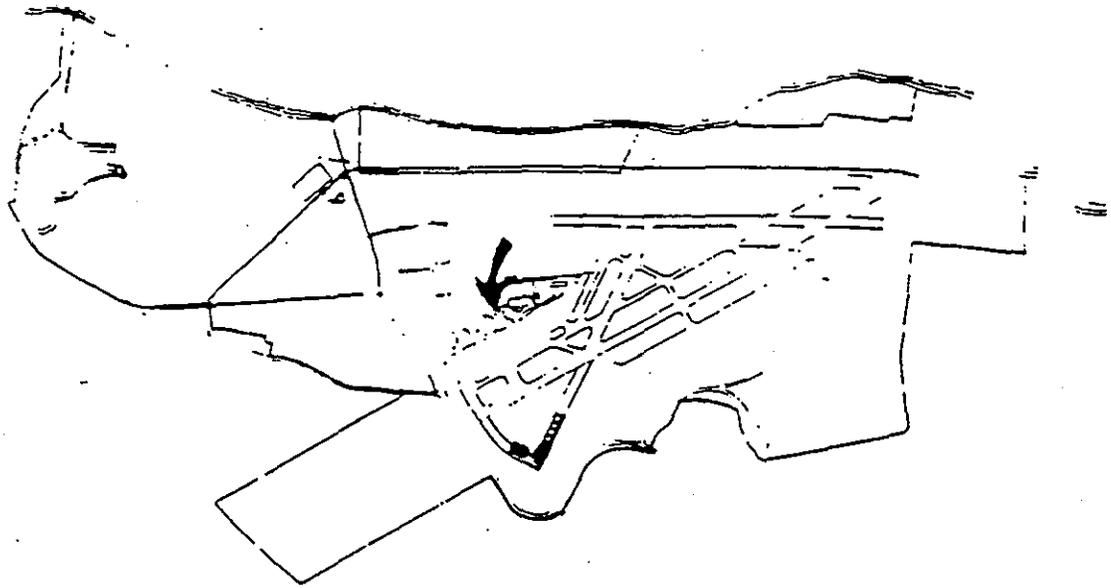
16  
17 Retail Commercial Space: 212 sq. ft.  
18 Storage Space: 32 sq. ft.  
19 Vending Machine Space 97.1 sq. ft.  
20

21 Lihue Airport:

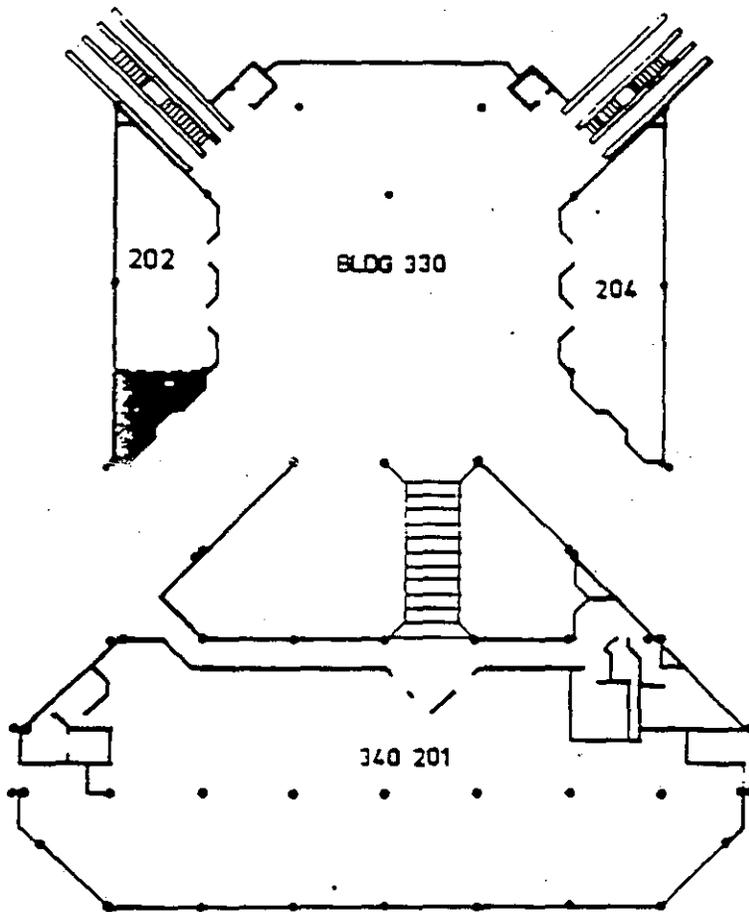
22  
23 Retail Commercial Space: 1,270 sq. ft.  
24 Storage Space: 221 sq. ft.  
25 Vending Machine Space 6.7 sq. ft.  
26

27 The rent obligation beginning on July 1, 1992 does not  
28 include any vending machine space or utility charges relating to  
29 vending machines; rather, the obligation for rent and utility  
30 charges relating to vending machines begins at the time the blind  
31 vendors begin to receive income from the vending machines, but not  
32 earlier than July 1, 1992.  
33

34 When Exhibit "A" is in its final form, the rent obliga-  
35 tion for the retail and commercial space occupied by the blind  
36 vendor will be determined with mathematical precision and appro-  
37 priate adjustments will be made by the parties based upon the rent  
38 earlier paid according to estimations of square footage. Likewise,  
39 the twelve month hiatus on "gross monthly vending machine income"  
40 as set forth in paragraph 16.d. of the Settlement Agreement will  
41 begin when Exhibit "A" is in its final form.  
42



LOCATION PL



BLDG/ROOM	SQ. F
330 203	382

DATE June, 1989

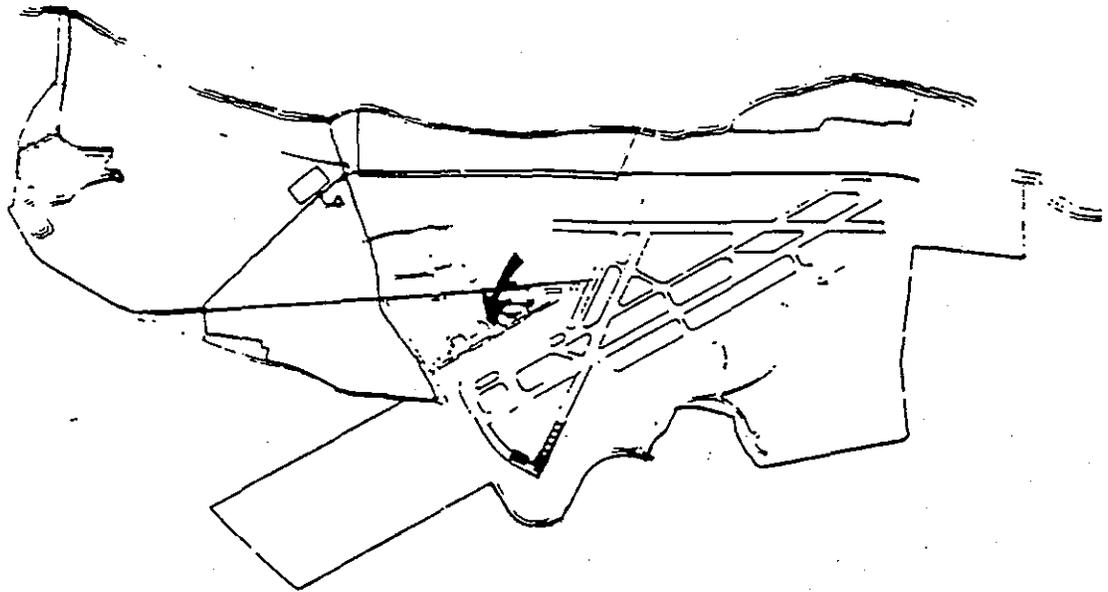
EXHIBIT B



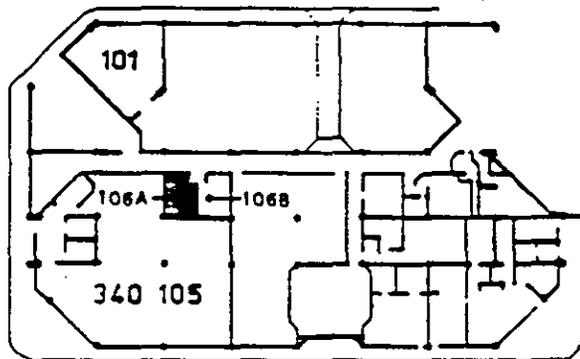
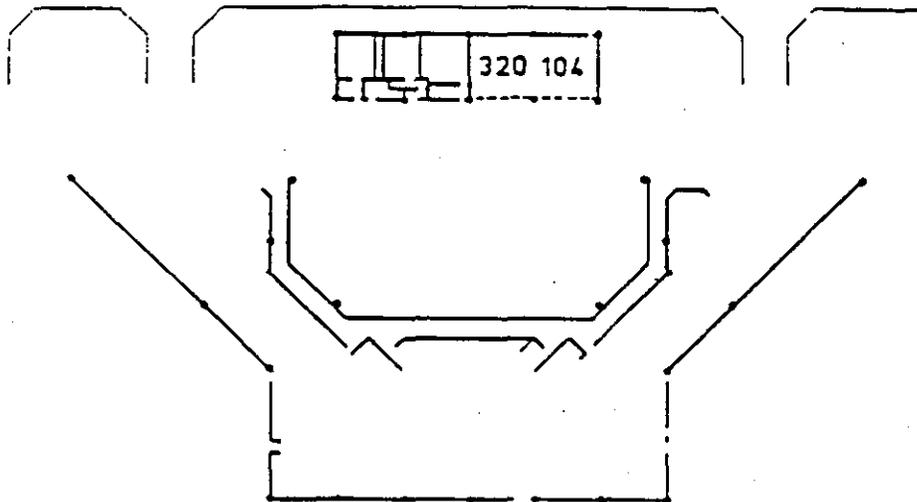
**Airports Division**  
DEPARTMENT OF TRANSPORTATION  
STATE OF HAWAII

TERMINAL BUILDINGS  
SECOND LEVEL

330 203  
PLAT A



LOCATION PL



BLDG/ROOM	SQ. F.
340 106A	20

DATE June, 1989

EXHIBIT C



**Airports Division**  
DEPARTMENT OF TRANSPORTATION  
STATE OF HAWAII

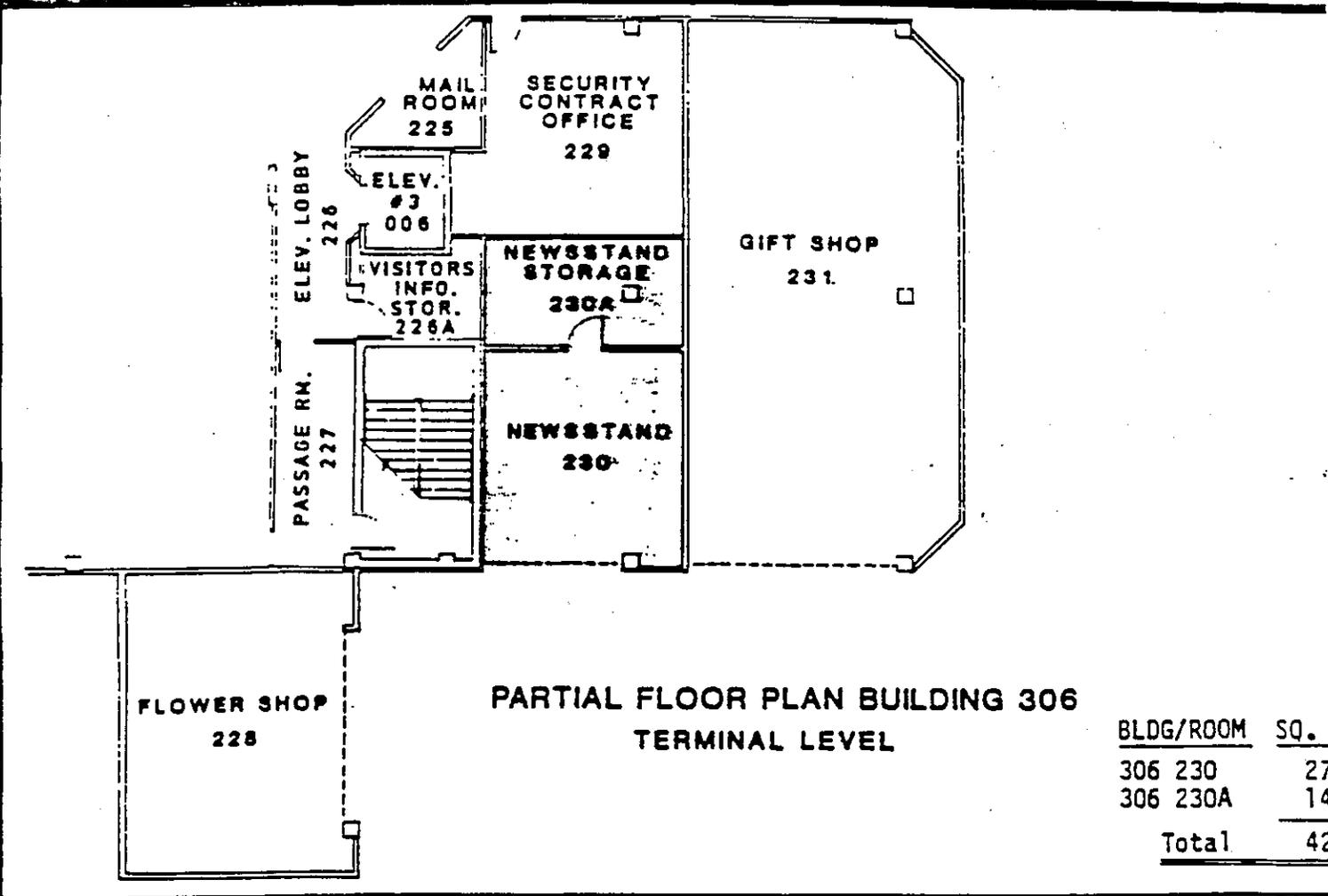
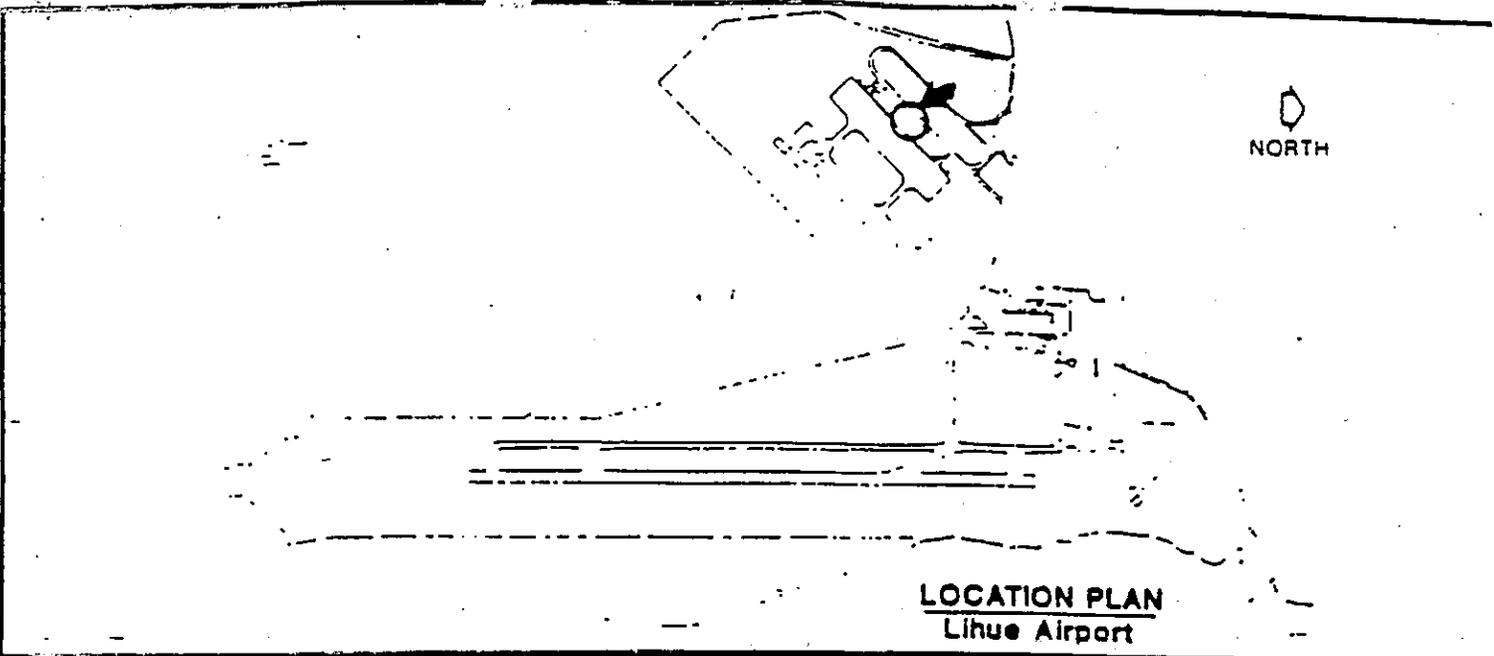
TERMINAL BUILDINGS  
GROUND LEVEL

340 10  
PLAT

**KAHULUI AIRPORT**

EXHIBIT A LIST  
KAHULUI AIRPORT

1.	Bldg. No. 330-125	Beverage	1	6.5
2.	Bldg. No. 333-125	Candy	1	6.5
3.	Bldg. No. 340-202	Newspaper	1	5.0
4.	Bldg. No. 340-202	Newspaper	1	5.0
5.	Bldg. No. 330-103	Newspaper	1	5.0
6.	Bldg. No. 330-103	Newspaper	1	5.0
7.	Bldg. No. 322	Cigarette	1	5.5
8.	Bldg. No. 343-201	Newspaper	1	5.0
9.	Bldg. No. 343-201	Newspaper	1	5.0
10.	Bldg. No. 225-110	Snack	1	6.5
11.	Bldg. No. 225-110	Beverage	1	6.0
12.	Bldg. No. 225-110	Beverage	1	6.5
13.	Bldg. No. 225-110	Newstand	1	5.0
14.	Bldg. No. 225-110	Newstand	1	5.0
15.	Bldg. No. 321-138	Beverage	1	6.5
16.	Bldg. No. 341-111	Beverage	1	6.5
17.	Bldg. No. 321-135	Beverage	1	6.5
18.	Bldg. No. 341-105	Beverage	1	6.5
19.	Bldg. No. 345-124	Beverage	1	6.5



BLDG/ROOM	SQ.
306 230	27
306 230A	14
<b>Total</b>	<b>42</b>

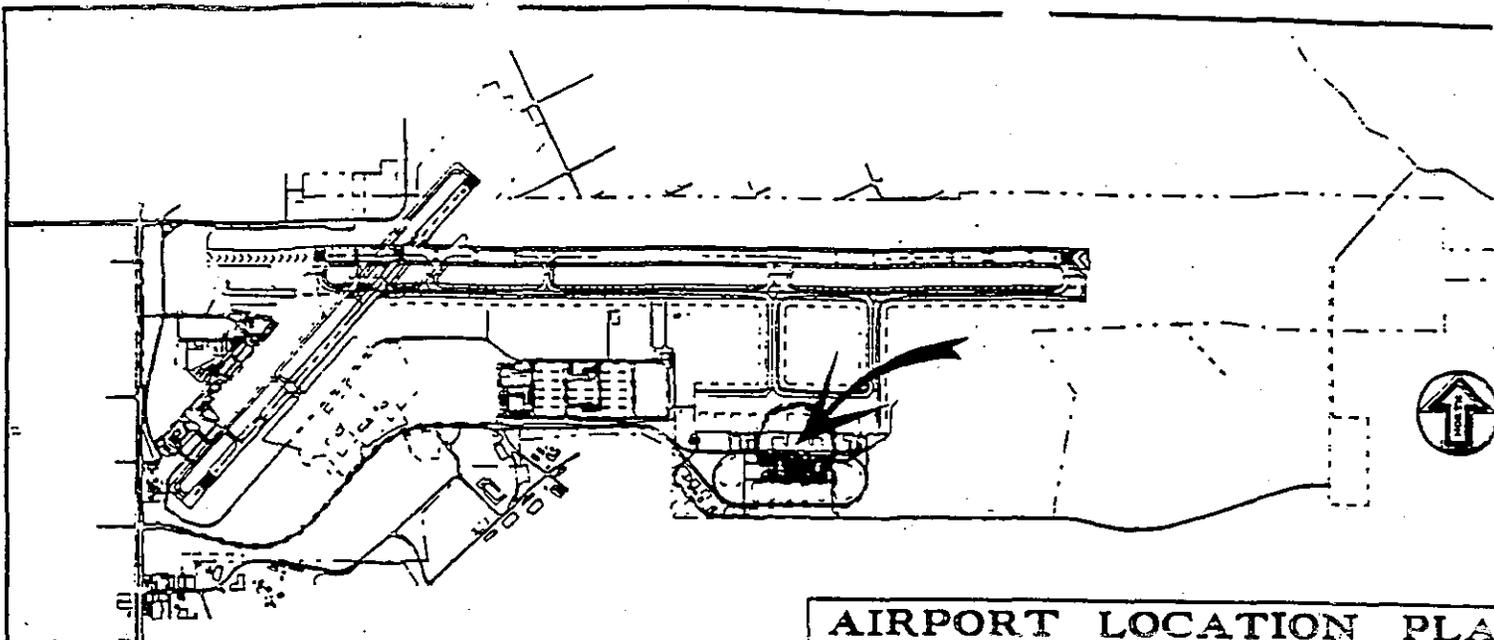
DATE August, 1986

 <p><b>Airports Division</b> DEPARTMENT OF TRANSPORTATION STATE OF HAWAII</p>	<p>STATE OF HAWAII DEPARTMENT OF SOCIAL SERVICES &amp; HOUSING</p>	<p>BLDG 306 TERMINAL LEVEL</p>	<p>306 2 306 2</p>
--	--	------------------------------------	------------------------

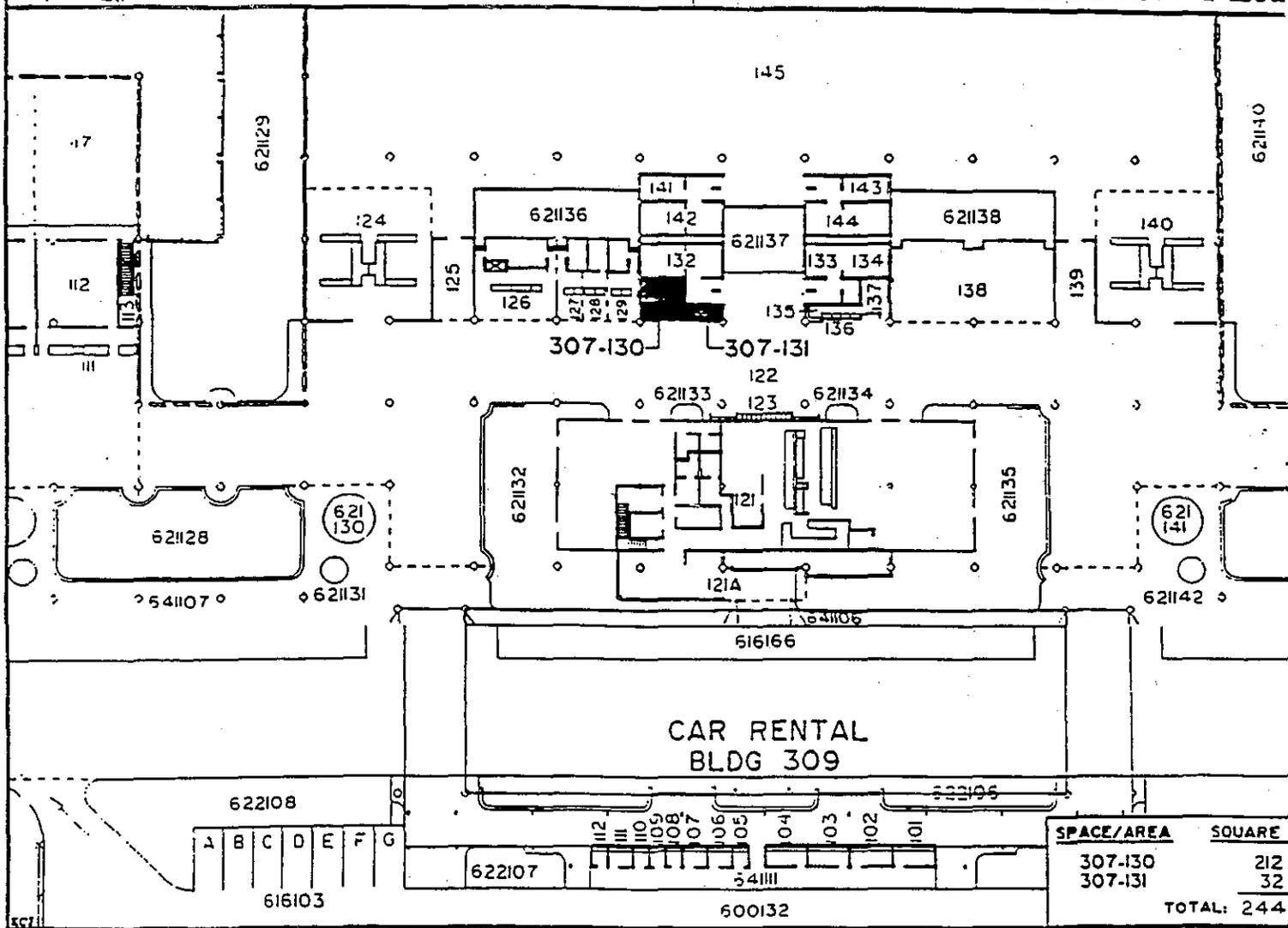
**LIHUE AIRPORT**

EXHIBIT A LIST  
LIHUE AIRPORT

1.	Bldg. No. 306-149	Beverage	1	6.7
2.	Bldg. No. 136-101	Beverage	1	6.7
3.	Bldg. No. 136-101	Snack	1	6.7
4.	Bldg. No. 136-101	Cigarette	1	5.5



**AIRPORT LOCATION PL**



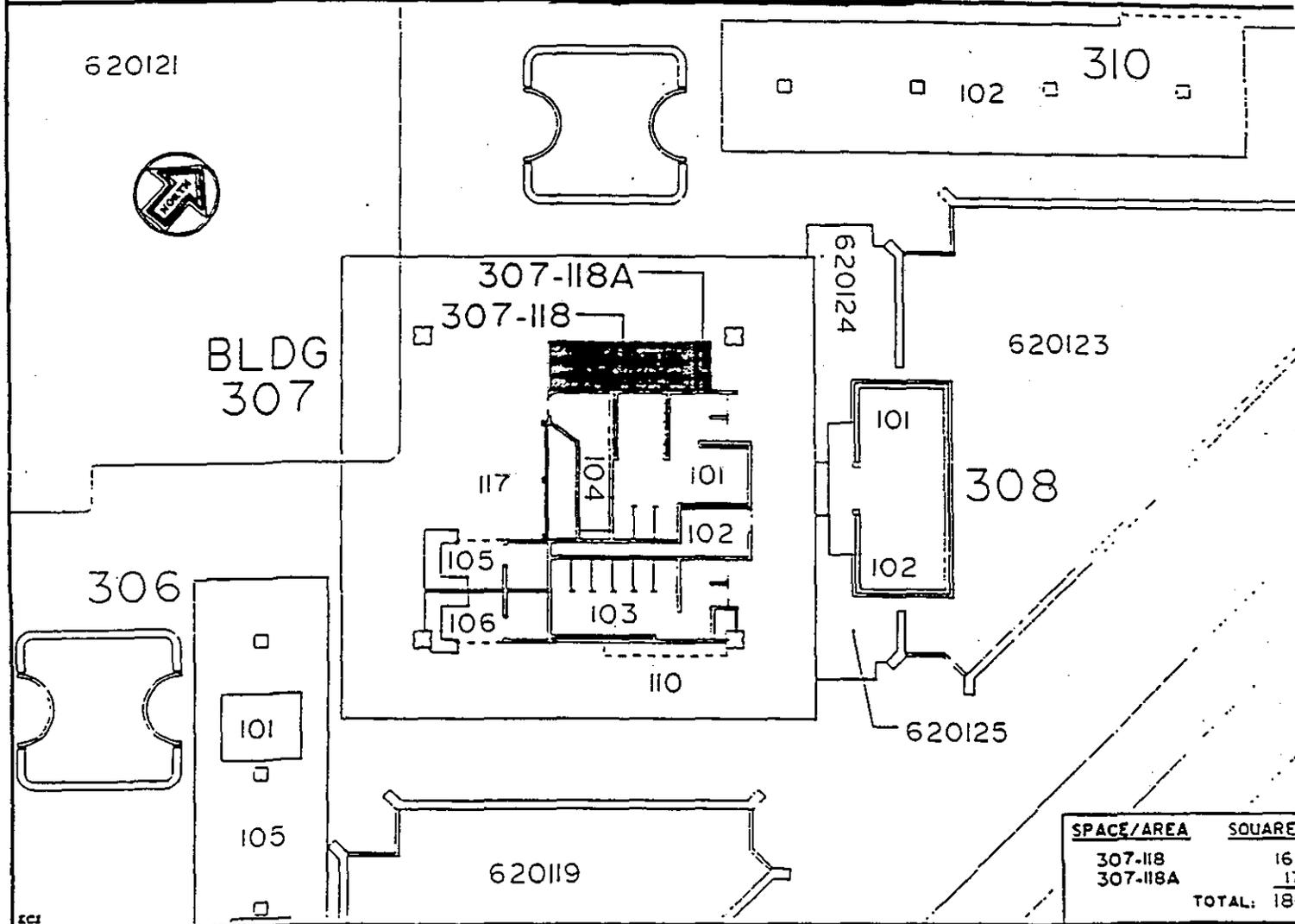
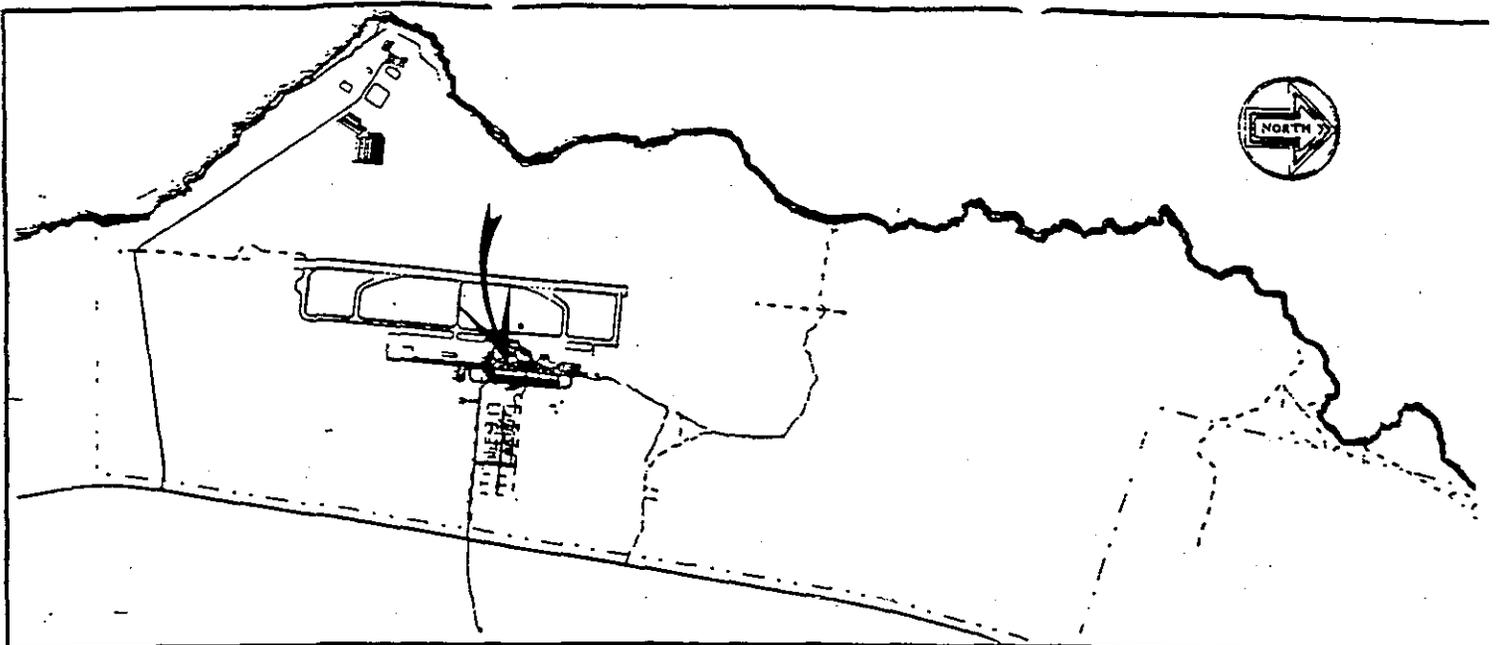
DATE: MAY 1992

EXHIBIT: A

 <p>Airports Division</p>	<p>STATE OF HAWAII Department of Human Services</p>	<p>BLDG 307 Ground Floor</p>	<p>307-130 307-131 PLAT C</p>
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EXHIBIT A LIST  
HILO INTERNATIONAL AIRPORT

1.	Bldg. No. 307-232B	Beverage	1	6.5
2.	Bldg. No. 307-183	Beverage	1	6.0
3.	Bldg. No. 307-183	Beverage	1	6.5
4.	Bldg. No. 307-180	Beverage	1	8.0
5.	Bldg. No. 306 (621108)	Beverage	1	6.7
6.	Bldg. No. 306 (621108)	Beverage	1	6.7
7.	Bldg. No. 306 (621108)	Cigarette	1	5.5
8.	Bldg. No. 307-150A	Snack	1	6.7
9.	Bldg. No. 307-150A	Candy	1	6.3
10.	Bldg. No. 307-169A	Candy/Snack	1	6.3
11.	Bldg. No. 307-169A	Cigarette	1	5.5
12.	Bldg. No. 308 (621158)	Beverage	1	6.7
13.	Bldg. No. 308 (621158)	Beverage	1	6.7
14.	Bldg. No. 308 (621158)	Candy	1	6.3
15.	Bldg. No. 308 (621158)	Beverage	1	6.7
16.	Bldg. No. 304-101	Beverage	1	6.7
17.	Bldg. No. 304-101	Beverage	1	6.7
18.	Bldg. No. 304-101	Beverage	1	6.7
19.	Bldg. No. 304-101	Snack	1	6.7



SPACE/AREA	SQUARE
307-118	163
307-118A	17
TOTAL:	180

DATE: MAY 1992

EXHIBIT A



STATE OF HAWAII  
Department of  
Human Services

BLDG 307  
Passenger Service  
Lounge

307-118  
PLAT

EXHIBIT A LIST  
KEAHOLE AIRPORT

1.	Bldg. No. 311	Snack	1	6.7
2.	Bldg. No. 307-110	Newspaper	1	3.6
3.	Bldg. No. 307-110	Newspaper	1	3.6
4.	Bldg. No. 314	Beverage	1	6.5
5.	Bldg. No. 313	Beverage	1	5.0
6.	Bldg. No. 320	Beverage	1	6.5
7.	Bldg. No. 322-104	Beverage	1	5.0
8.	Bldg. No. 343-101	Beverage	1	5.3
9.	Bldg. No. 328-104	Beverage	1	6.3
10.	Bldg. No. 328-104	Newspaper	1	3.6
11.	Bldg. No. 328-104	Newspaper	1	3.6
12.	Bldg. No. 328-104	Newspaper	1	3.6
13.	Bldg. No. 328-104	Newspaper	1	3.6
14.	Bldg. No. 328-104	Newspaper	1	3.6

## EXHIBIT "B"

### I. Vending Machines to be Included on Exhibit "B".

Exhibit "B" will contain a list of vending machines which DHS is to operate.

A vending machine located at any place or in any building at any NIA (other than a vending machine in a passenger terminal building at an airport where there is a blind vendor) shall be promptly added to Exhibit "B" by DOT when:

- a. A vending machine is located or permitted in a building or area owned or controlled by DOT, by any authority other than in a written lease; or
- b. A vending machine is located or permitted in a building or area owned or controlled by DOT by authority of a new, renewed or replaced lease.

The parties agree that any vending machine that meets the foregoing criteria shall be promptly added to Exhibit "B" by the DOT if the vending machine is in a building or area owned or controlled by DOT regardless of whether or not the vending machine is in a building or area open or closed to the public.

The parties further agree that notwithstanding the foregoing, restaurant and lounge operations may install and maintain vending machines within their own restaurant(s) and lounge(s) but not elsewhere.

### II. The Initial Vending Machines on Exhibit "B".

The following vending machines constitute the initial vending machines on Exhibit "B":

Hana Airport

Building 301 Beverage 1 6.7 f

Hilo Airport

~~Customer Lounge  
Building No. 307-232B Beverage 1 6.7 f~~

Building No. 302-103 Beverage 1 6.7 f

Building No. 202-1<sup>1</sup>/<sub>5</sub> Beverage 1 ~~6.7~~<sup>9.5</sup> f

Building No. 201 Beverage 1 ~~6.7~~<sup>5</sup> f

~~Building No. 306, near Beverage  
Space No. 621108 (Pepsi) 1 6.7 f~~

~~Building No. 306, near Beverage  
Space No. 621108 (Coke) 1 6.7 f~~

~~Building No. 306, near  
Space No. 621108 Cigarette 1 6.7 f~~

~~Building No. 307-150A Snack 1 6.7 f~~

~~Building No. 307-150A Candy 1 6.7 f~~

~~Building No. 307-169A Candy/Snack 1 6.7 f~~

~~Building No. 307-169A Cigarette 1 6.7 f~~

~~Building No. 308, near Beverage  
Space No. 621158 (Pepsi) 1 6.7 f~~

~~Building No. 308, near Beverage  
Space No. 621158 (Coke) 1 6.7 f~~

~~Building No. 308, near  
Space No. 621158 Candy 1 6.7 f~~

~~Building No. 308, near Beverage  
Space No. 621158 (Juice) 1 6.7 f~~

Building on Lot No.  
006-101 Beverage 1 6.7<sup>0</sup> f

Building on Lot No.  
006-102A Beverage 3 19 f

\* See supplemental page 3-a- for additional Hilo vending machines

Keahole Airport

~~Terminal Building Newspaper  
No. 307-110 (WHT) 1 3.6 f~~

~~Terminal Building Newspaper  
No. 307-110 (USAT) 1 3.6 f~~

ARFF Building Beverage  
(Fire Department) (Pepsi) 1 9.5 f

Maintenance Baseyard Beverage  
Building No. 101 (Pepsi) 1 6.2 f

~~Terminal Building Newspaper  
No. 328-104 (USAT) 1 3.6 f~~

~~Terminal Building Newspaper  
No. 328-104 (HSB) 1 3.6 f~~

~~Terminal Building Newspaper  
No. 328-104 (HSB) 1 3.6 f~~

~~Terminal Building Newspaper  
No. 328-104 (WHT) 1 3.6 f~~

Add'l Exhibit "b"

Hilo Airport

Cargo Bldg. No. 132-000	Beverage	1	9.3	a.f.
Cargo Bldg. No. 101-108	Beverage	1	9.2	
Cargo Bldg. No. 101-108	Cigarette	1	5.5	
<del>Cargo Bldg. No. 304-101</del>	<del>Beverage (Pepsi)</del>	<del>1</del>	<del>6.7</del>	
<del>"</del>	<del>Beverage (Coke)</del>	<del>1</del>	<del>6.7</del>	
<del>"</del>	<del>Beverage (7-Up)</del>	<del>1</del>	<del>6.7</del>	
<del>"</del>	<del>Snack</del>	<del>1</del>	<del>6.7</del>	
Overseas Bldg. No. 303-134	Beverage (Coke)	1	6.7	
"	Ice Cream	1	7.0	
Overseas Bldg. No. 303-120	Beverage (Pepsi)	1	6.7	
Bldg. No. 100-105	Beverage (Pepsi)	1	6.7	
Bldg. No. 100-105	Beverage (Juice)	1	6.7	
"	Snack	1	6.7	
Bldg. on Lot No. 009-107	Beverage	1	6.0	Lease E 4/30/92
Bldg. on Lot No. 009-104	Beverage	1	7.0	"
Bldg. on Lot No. 009-102	Beverage	1	7.0	"
Bldg. on Lot No. 009-101	Beverage	1	6.0	Lease E 12/31/92
Bldg. on Lot No. 005-103	Beverage	1	5.0	Lease E 9/30/92
Bldg. on Lot No. 006-101	Beverage	1	6.0	✓
Bldg. on Lot No. 006-102A	Beverage	3	19.0	Lease E 3/15/98

Add "1 Exhibit B"

Page 4-a-

Keanoke Airport

Cargo Bldg. No. 103-104	Beverage (7-Up)	1	7.0	
Cargo Bldg. No. 103-106	Beverage (Coke)	1	7.0	
Cargo Bldg. No. 103-110	Coke	1	7.0	
Cargo Bldg. No. 103-113	Coke	1	5.0	
Bldg. on Baseyard No. 002-114B	Coke	1	7.7	Lease Exp. 8/31/95
Baseyard No. 002-106	Pepsi	1	6.7	Lease Exp 12/31/98
Baseyard No. 002-107	Beverage	1	6.7	"
"	Snack	1	6.7	"
Baseyard No. 002-113B	Coke	1	6.7	"
Baseyard No. 002-113B	Snack	1	6.7	"
Baseyard No. 002-108	Beverage	1	6.7	"
"	Snack	1	6.7	"
Baseyard No. 002-109A	Beverage	1	6.7	"
Baseyard No. 002-112A/B	Pepsi	1	6.7	"
Baseyard No. 002-111	Pepsi	1	6.7	Monthly
Baseyard No. 002-110	Pepsi	1	6.7	Lease Exp 12/31/98

1 ~~Terminal Building~~ ~~Newspaper~~  
 2 ~~No. 328-104~~ ~~(HAdv)~~ ~~1~~ ~~3.6 f~~

3 \* See supplemental page 4-a- for additional Keahole vending machines  
 4

5 Kahului Airport

6 ~~Custl. Break Room~~  
 7 ~~Building No. 330-125~~ ~~Beverage~~ ~~1~~ ~~6.5 f~~

8 ~~Custl. Break Room~~  
 9 ~~Building No. 330-125~~ ~~Candy~~ ~~1~~ ~~6.5 f~~

10 ~~Maint. Basyd Bldg.~~  
 11 ~~No. 201 on 006102~~ ~~Beverage~~ ~~1~~ ~~6.5 f~~

12 ~~Rotonda Building~~  
 13 ~~No. 340-202~~ ~~Newspaper~~ ~~1~~ ~~5 f~~

14 ~~Rotonda Building~~  
 15 ~~No. 340-202~~ ~~Newspaper~~ ~~1~~ ~~5 f~~

16 ~~Exit/Arrival Building~~  
 17 ~~No. 330-103~~ ~~Newspaper~~ ~~1~~ ~~5 f~~

18 ~~Exit/Arrival Building~~  
 19 ~~No. 330-103~~ ~~Newspaper~~ ~~1~~ ~~5 f~~

20 ~~Baggage Claim # 3~~  
 21 ~~Bldg. No. 322~~ ~~Cigarette~~ ~~1~~ ~~5.5 f~~

22 ~~Fire Station Building~~  
 23 ~~No. 117-110~~ ~~Beverage~~ ~~1~~ ~~6.7<sup>5</sup> f~~

24 ~~Fire Station Building~~  
 25 ~~No. 117~~ ~~Candy~~ ~~1~~ ~~6.7<sup>5</sup> f~~

26 † See supplemental page 4-b- for additional Kahului  
 27 vending machines  
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Page 4-b-

Additional. Kahului Exhibit B

<del>1.</del>	<del>Commuter Bldg. No. 225-110</del>	<del>Snack</del>	<del>1</del>	<del>6.5</del>
<del>2.</del>	<del>"</del>	<del>Hot Drink</del>	<del>1</del>	<del>6</del>
<del>3.</del>	<del>"</del>	<del>Beverage</del>	<del>1</del>	<del>6.5</del>
<del>4.</del>	<del>"</del>	<del>Newstead</del>	<del>1</del>	<del>5</del>
<del>5.</del>	<del>"</del>	<del>"</del>	<del>1</del>	<del>5</del>
6.	Bldg. No. 410-112	Beverage	1	7.
7.	Bldg. No. 97G or 004-109.	Beverage	1	6.5
8.	" " "	Beverage	1	6.5
9.	Cargo Bldg. No. 103-101A	Beverage	1	6.5
10.	" " "	<del>Beverage</del> Candy	1	6.5
11.	Cargo Bldg. No. 103-103	Beverage	1	6.5
12.	Bag Area Bldg. No. 101-101	Beverage	1	6.5
13.	Break Room Bldg. No. 101-105	Beverage	1	6.5
14.	Bldg. No. 517-110	Beverage	1	7.
15.	Bldg. No. 517-107	Beverage	1	7
16.	Bldg. No. 517-104	Beverage	1	7
17.	Bldg. No. 92P	Beverage	1	6.7
18.	Bldg. No. 92R	Beverage	1	6.7
19.	Bldg. No. 92P	Candy	1	6.7
20.	Bldg. No. 92E	Beverage	1	6.7
21.	Bldg. No. 92F	Beverage	1	6.7
22.	Bldg. No. 92B	Beverage	1	6.7
23.	Bldg. No. 92K	Beverage	1	6.7
24.	Bldg. No. 92K	Candy	1	6.7
25.	Bldg. No. 92H	Beverage	1	6.7
	" " "			

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Lihue Airport

ARFF Building  
Building No. 125-101      Beverage      1      6.7 f

Maintenance Building  
Building No. 140-109      Beverage      1      6.7 f

~~Commuter Terminal      Soda      1      6.7 f~~  
~~Building No. 136-101~~

~~Commuter Terminal      Snack      1      6.7 f~~  
~~Building No. 136-101~~

~~Commuter Terminal      Cigarette      1      5.5 f~~  
~~Building No. 136-101~~

*\* See supplemental page 5-A- for additional Lihue vending machines.*

Waimea Airport

Main Lobby Terminal      Beverage      1      6.7 f

Lanai Airport

Bldg No. 301      Beverage      1      6.7 f

Page 5-A-

Additional Lit. hu. Exhibit B

1. Cargo Bldg. No. 135-107	Soda	1	6.7
2. Exit Booth Bldg. 202	Soda	1	6.7
3. Lot No. 003-113	Soda	1	6.7
4. Lot No. 800-114	Soda	1	6.7
5. Lot No. 004-105	Soda	1	6.7
6. Lot No. 004-101	Soda	1	6.7
7. Lot No. 004-110D	Soda	1	6.7
8. Lot No. 004-110E	Soda	1	6.7
9. " " "	Snack	1	6.7
10. Lot No. 004-111C	Soda	1	6.7
11. Lot No. 001-132	Soda	1	6.7
12. Lot No. 001-128	Soda	1	6.7
13. Lot No. 001-131	Soda	1	6.7
14. " " "	Snack	1	6.7
15. Lot No. 001-129 + 130	Soda	1	6.7
16. " " "	Snack	1	6.7
17. Lot No. 001-132	Soda	2	6.7
18. " " "	Snack	1	6.7

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## EXHIBIT "C"

### I. Purpose.

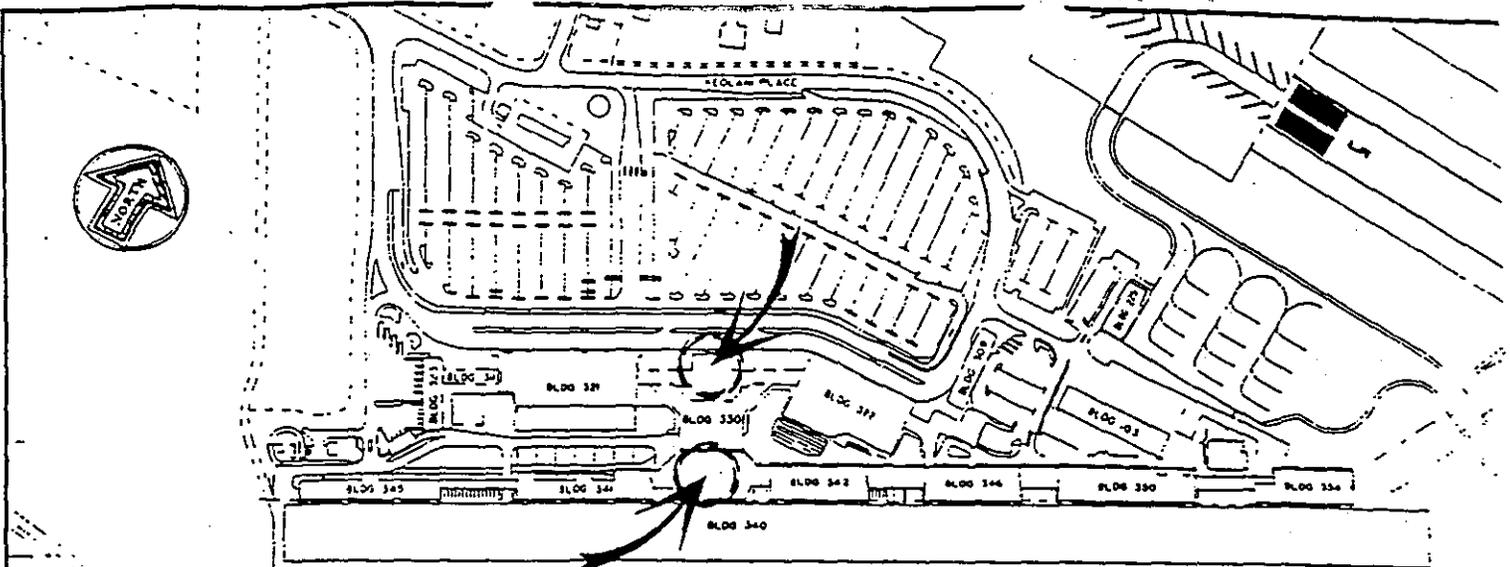
Exhibit "C" is intended to be an drawing of the Employee Vending Facility in the Kahului Terminal Building, Building 340, consisting exclusively of vending machines for the sole use of airport personnel.

### II. Restaurant Concessionaire's Existing Lease.

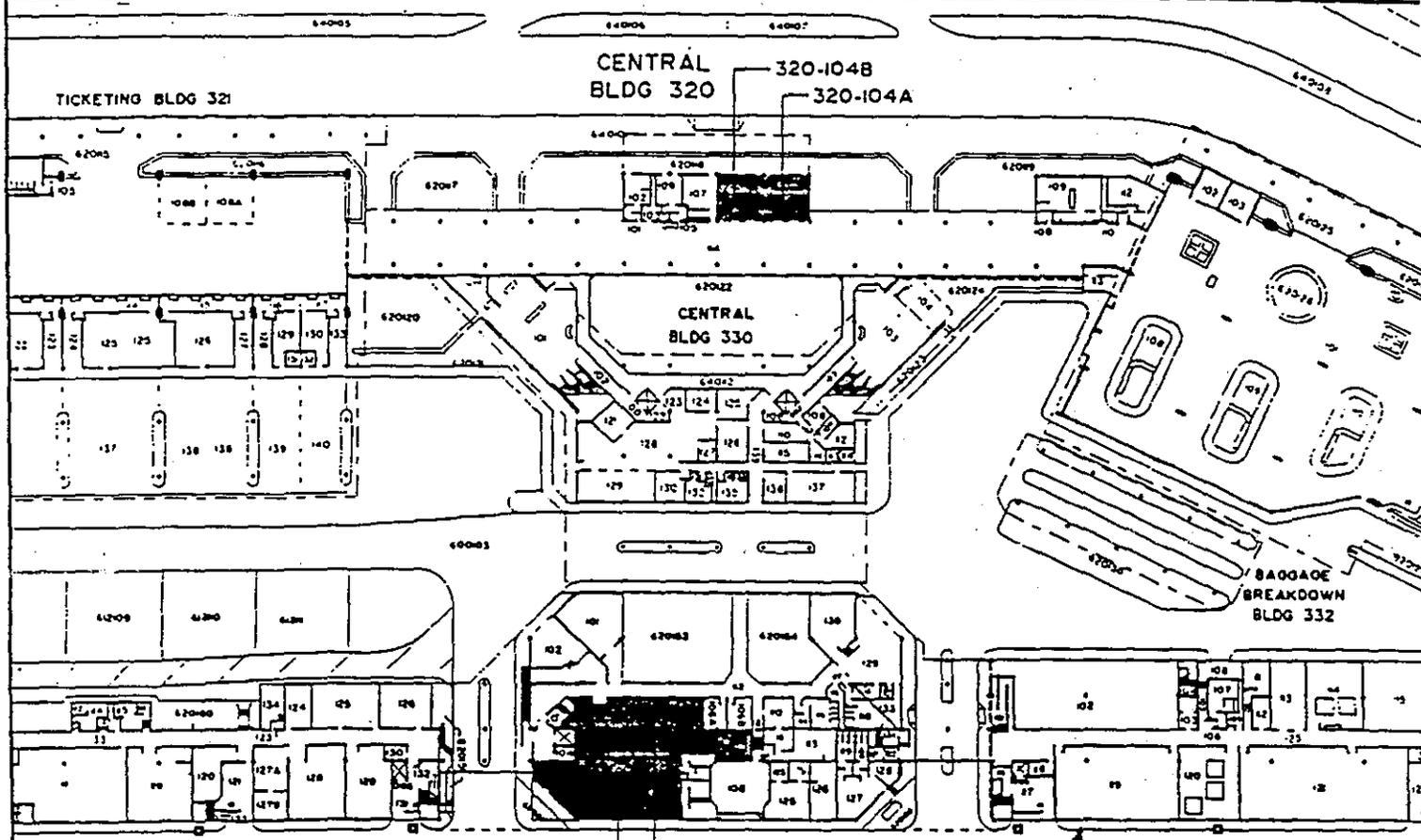
Subsequent to negotiating the Settlement Agreement, the blind vendors and the DHS were informed by DOT that the current restaurant concessionaire for Kahului Airport, Host International ("Host"), began operation of an employee cafeteria pursuant to a provision in an existing lease from DOT to Host for Host to provide an employee cafeteria in the same physical location in the Kahului Terminal Building that DOT had agreed in the Settlement Agreement to make available for use as an Employee Vending Facility (consisting exclusively of vending machines for the sole use of airport personnel) to be operated by the blind vendor at Kahului Airport and then Host ceased such operation (but may renew such operation at a later time).

### III. Vending Machines as Part of the Cafeteria.

The blind vendor is authorized by the DOT to install and maintain between one (1) and eight (8) vending machines in the Employee Vending Facility in the Kahului Terminal Building, Building 340, during the unexpired term of the Host lease for the employee cafeteria, and the blind vendor may continue to do so whether or not Host or any subsequent concessionaire operates an employee cafeteria in the Kahului Terminal Building.



**TERMINAL AREA LOCATION PLAN**



SPACE/AREA	SQUARE
320-104A	840
320-104B	463
340-105	2,972
340-107	2,746
<b>TOTAL</b>	<b>7,021</b>

DATE: MAY 1992

EXHIBIT B



Airports Division

TERMINAL BUILDINGS  
Ground Level

320-104A &  
B  
340-105 &  
PLAT

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## SCHEDULE 1

I. Introduction.

This Schedule 1 contains the dates and times that DHS and DOT shall not permit any person or entity, other than the blind vendor to sell health aids at any NIA.

II. Dates and Times.

Kahului Airport	October 18, 1994
Hilo Airport	February 15, 1995
All other Neighbor Island Airports	July 1, 1992

III. Implementation.

Except for Kahului and Hilo airports, DOT agrees to take prompt steps to notify any person or entity at any NIA (other than the blind vendor) who is presently or in the future may be permitted to sell health aids at any NIA that such permission terminates effective July 1, 1992.

For Kahului and Hilo airports, DOT agrees to promptly notify any person or entity at a Kahului and Hilo airports (other than the blind vendor) who is presently permitted to sell health aids that such permission terminates effective October 18, 1994 (Kahului) and February 15, 1995 (Hilo); and, in the interim, not to permit any new person or entity to sell health aids at Kahului and Hilo airports.

## SCHEDULE 2

### I. Purpose.

Schedule 2 is intended to set forth the dates from which no vending machine shall be permitted at any NIA other than authorized by paragraph 14 of the Settlement Agreement. Included on this schedule are both vending machines which DHS is to operate and vending machines which the blind vendor is to operate.

### II. Applicable Dates.

#### a. Vending Machines Without a Written Lease.

From and after July 1, 1992, no vending machine other than those under the management and control of the blind vendor or DHS pursuant to paragraph 14 of the Settlement Agreement shall be located or permitted on any property owned or controlled by the DOT at any NIA by any authority other than in a written lease.

#### b. Vending Machines Under a Written Lease.

From and after April 1, 1992, no vending machine other than those under the management and control of the blind vendor or DHS pursuant to paragraph 14 of the Settlement Agreement shall be located or permitted on any property owned or controlled by DOT at any NIA by authority in a new, renewed or replaced lease and/or a written lease for which the time of lease renewal was on or after April 1, 1992.

#### c. Dates and Times Effective.

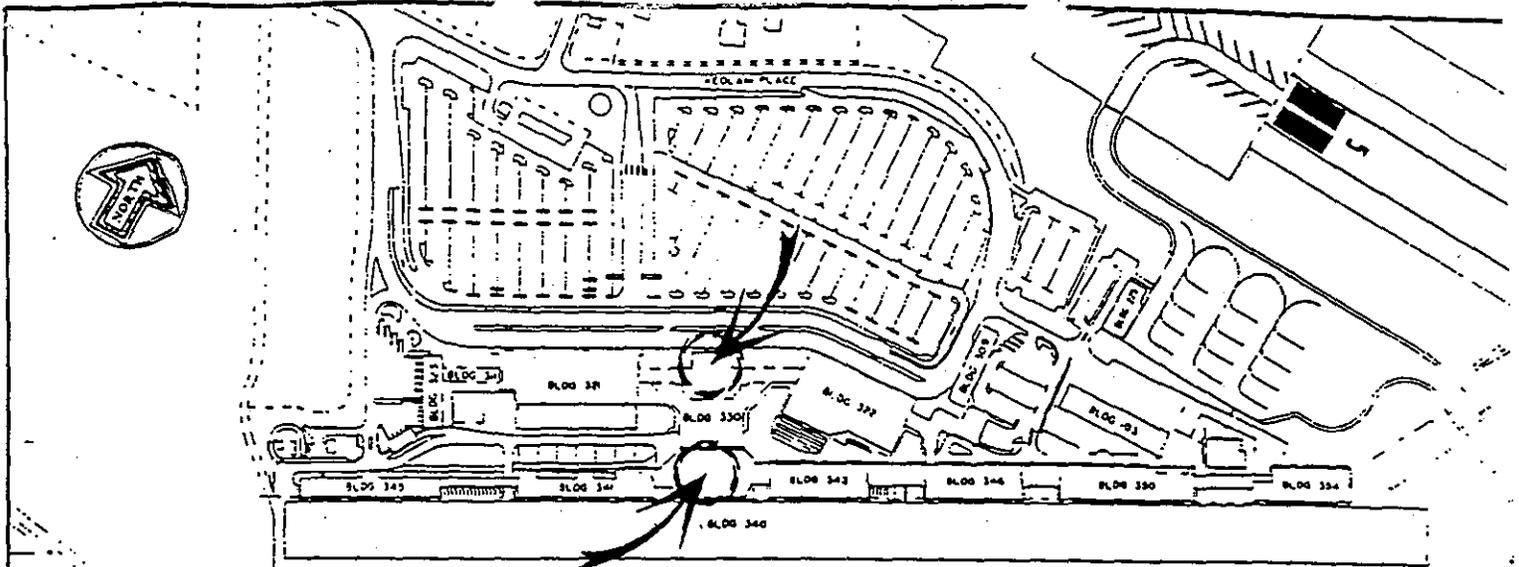
The dates set forth in this Section II of this Schedule 2 shall apply notwithstanding that the vending machine is in a building or area open or closed to the public.

The parties further agree that the current

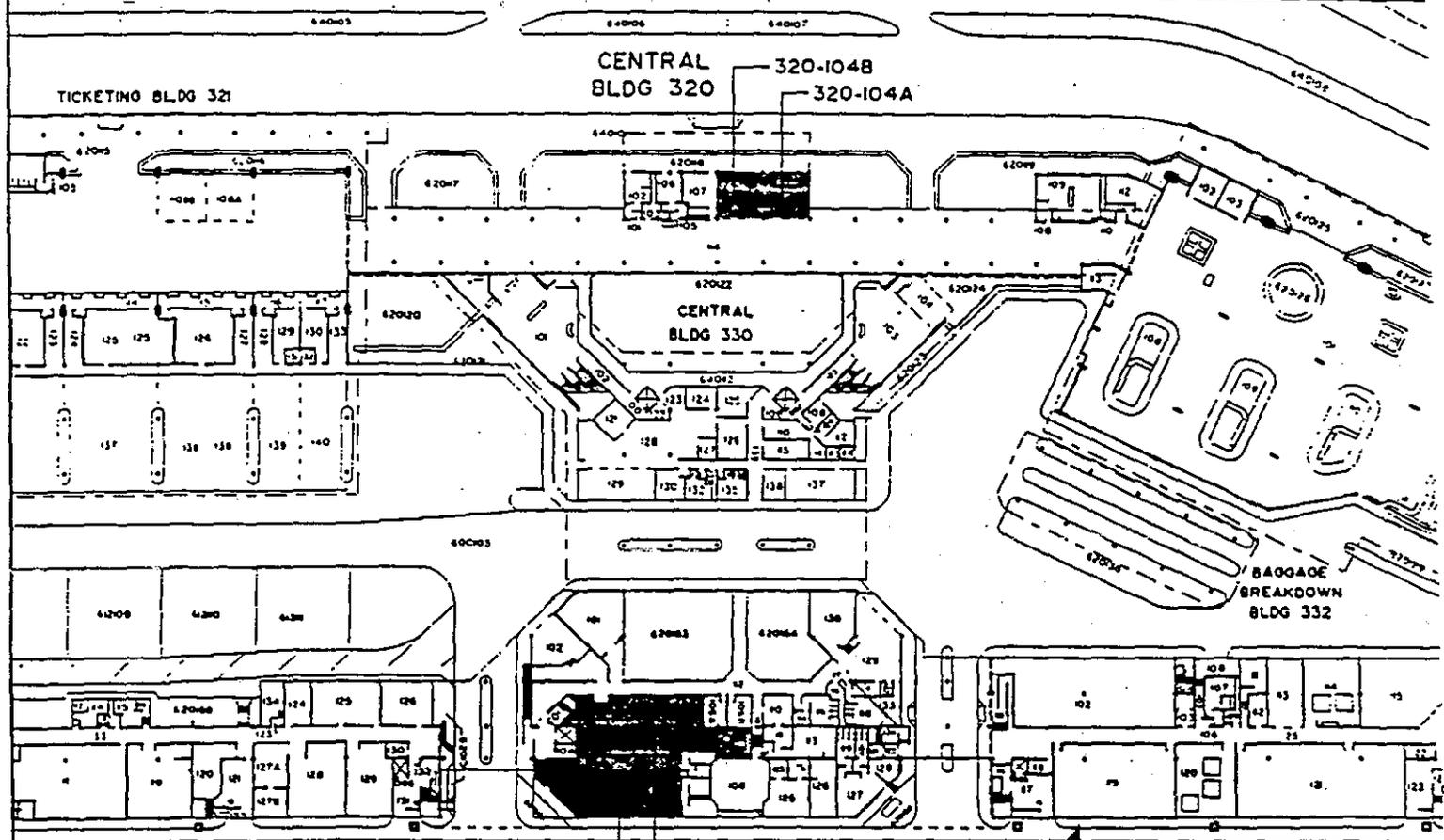
1 leases which purportedly permit vending machines on property  
2 owned or controlled by the DOT will not be renewed or extended  
3 by DOT in any fashion, except for vending machines inside  
4 restaurant(s) and lounge(s) premises operated by the  
5 restaurant and lounge concessionaires.  
6

7 III. Prompt Notification Regarding Vending  
8 Machines Without a Written Lease.  
9

10 DOT shall promptly notify all involved persons  
11 or entities that from and after July 1, 1992 no vending mach-  
12 ine other vending machines which DHS is to operate and other  
13 than vending machines which the blind vendor is to operate  
14 shall be located or permitted on any property owned or con-  
15 trolled by the DOT at any NIA by any authority other than in  
16 a written lease.



## TERMINAL AREA LOCATION PLAT



SPACE/AREA	SQUARE F
320-104A	840
320-104B	463
340-105	2,972
340-107	2,746
<b>TOTAL:</b>	<b>7,021</b>

DATE: MAY 1992

EXHIBIT B-



Airports Division

TERMINAL BUILDINGS  
Ground Level

320-104A &  
B  
340-105 & K  
PLAT A

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# SCHEDULE 1

I. Introduction.

This Schedule 1 contains the dates and times that DHS and DOT shall not permit any person or entity, other than the blind vendor to sell health aids at any NIA.

II. Dates and Times.

Kahului Airport	October 18, 1994
Hilo Airport	February 15, 1995
All other Neighbor Island Airports	July 1, 1992

III. Implementation.

Except for Kahului and Hilo airports, DOT agrees to take prompt steps to notify any person or entity at any NIA (other than the blind vendor) who is presently or in the future may be permitted to sell health aids at any NIA that such permission terminates effective July 1, 1992.

For Kahului and Hilo airports, DOT agrees to promptly notify any person or entity at a Kahului and Hilo airports (other than the blind vendor) who is presently permitted to sell health aids that such permission terminates effective October 18, 1994 (Kahului) and February 15, 1995 (Hilo); and, in the interim, not to permit any new person or entity to sell health aids at Kahului and Hilo airports.

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## SCHEDULE 2

I. Purpose.

Schedule 2 is intended to set forth the dates from which no vending machine shall be permitted at any NIA other than authorized by paragraph 14 of the Settlement Agreement. Included on this schedule are both vending machines which DHS is to operate and vending machines which the blind vendor is to operate.

II. Applicable Dates.

a. Vending Machines Without a Written Lease.

From and after July 1, 1992, no vending machine other than those under the management and control of the blind vendor or DHS pursuant to paragraph 14 of the Settlement Agreement shall be located or permitted on any property owned or controlled by the DOT at any NIA by any authority other than in a written lease.

b. Vending Machines Under a Written Lease.

From and after April 1, 1992, no vending machine other than those under the management and control of the blind vendor or DHS pursuant to paragraph 14 of the Settlement Agreement shall be located or permitted on any property owned or controlled by DOT at any NIA by authority in a new, renewed or replaced lease and/or a written lease for which the time of lease renewal was on or after April 1, 1992.

c. Dates and Times Effective.

The dates set forth in this Section II of this Schedule 2 shall apply notwithstanding that the vending machine is in a building or area open or closed to the public.

The parties further agree that the current

1 leases which purportedly permit vending machines on property  
2 owned or controlled by the DOT will not be renewed or extended  
3 by DOT in any fashion, except for vending machines inside  
4 restaurant(s) and lounge(s) premises operated by the  
5 restaurant and lounge concessionaires.

6  
7 III. Prompt Notification Regarding Vending  
8 Machines Without a Written Lease.

9  
10 DOT shall promptly notify all involved persons  
11 or entities that from and after July 1, 1992 no vending mach-  
12 ine other vending machines which DHS is to operate and other  
13 than vending machines which the blind vendor is to operate  
14 shall be located or permitted on any property owned or con-  
15 trolled by the DOT at any NIA by any authority other than in  
16 a written lease.