

State of Washington

WASHINGTON STATE COMMISSION FOR THE BLIND

(name of governing body)

(agency name, if applicable)

Resolution No. \_\_\_\_\_

Administrative Order No. 81-06

(1) Be it resolved by the Washington State Commission for the Blind  
acting at 3411 S. Alaska Street, Seattle, Washington 98118

(place)

that it does promulgate and adopted the annexed rules relating to: WAC Title 67, Chapter 32, Sections 150, 310, and 910, concerning the Vending Facility Program for the Blind in the state of Washington. Section 150 is amended in order to specifically define the categories for which federal vending machine income may be spent, and to change the designation of such funds from "set aside funds" to "federal vending machine income." Section 310 is amended to shift the responsibility for vending facility public liability insurance from the Commission to the vendor; also spells out the minimums of coverage. Section 910 is amended to conform to the liability provision of Section 310. It adds new provisions for vendor accountability for vending facility equipment/responsibility for

(over)

(2) ALTERNATIVE A. Use only for Adoption of Permanent Rules.

This action is taken pursuant to Notice No. \_\_\_\_\_ filed with the code reviser on \_\_\_\_\_. Such rules shall take effect: #80-18-042 filed Dec. 3, 1980, and #81-03-049 filed

- pursuant to RCW 34.04.040(2). Jan. 19, 1981.
- at a later date, such date being \_\_\_\_\_.

(2) ALTERNATIVE B. Use only for Adoption of Emergency Rules.

We, \_\_\_\_\_ find that an emergency exists and that the foregoing order is necessary for the preservation of the public health, safety, or general welfare and that observance of the requirements of notice and opportunity to present views on the proposed action would be contrary to public interest. A statement of the facts constituting such emergency is:

Such rules are therefore adopted as emergency rules to take effect upon filing with the code reviser.

(3) Pursuant to the requirements of RCW 34.04.\_\_\_\_ (1977 c 19 § 2)<sup>1</sup> that "every agency shall incorporate the most specific, but in no case omit all, of the following language alternatives when adopting or amending rules" (fill in statement (a), (b), or (c) as appropriate):

- (a) This rule is promulgated pursuant to RCW \_\_\_\_\_ and is intended to administratively implement that statute.
- (b) This rule is promulgated pursuant to RCW \_\_\_\_\_ which directs that the

\_\_\_\_\_ (agency)  
has authority to implement the provisions of

(name of act or RCW citation)

- (c) This rule is promulgated under the general rule-making authority of the Washington State Commission for the Blind (agency)

as authorized in RCW 74.17.040, 74.16.430(1) and 74.16.450

(4) The undersigned hereby declares that he has complied with the provisions of the Open Public Meetings Act (chapter 42.30 RCW), the Administrative Procedure Act (chapter 34.04 RCW) or the Higher Education Administrative Procedure Act (chapter 28B.19 RCW), as appropriate, and the State Register Act (chapter 34.08 RCW).

(5) This order after being first recorded in the order register of this governing body is herewith transmitted to the Code Reviser for filing pursuant to chapter 34.04 RCW and chapter 1-12 WAC.

STATE OF WASHINGTON  
FILED

APPROVED AND ADOPTED February 7, 19 81

MAR 5 1981

By William K. James  
William K. James  
Director

Title

CODE REVISER'S OFFICE  
WSR 81-07-001

AMENDATORY SECTION (Amending Order 80-03, filed 5/16/80)

WAC 67-32-150 ((SET-ASIDE-FUNDS)) FEDERAL VENDING MACHINE INCOME--USE AS DETERMINED. Vending machine income received by the commission as described in WAC 67-32-140(4) shall be known as ((set-aside-funds)) federal vending machine income. ((Set aside-funds)) Federal vending machine income shall be used for the establishment and maintenance of retirement or pension funds, health insurance, the provision of paid sick leave and vacation time for vendors, ((for)) the repair of vending facility equipment, the replacement of obsolete or worn-out vending facility equipment, the purchase of new or additional vending facility equipment in existing facilities ((for)), management services, ((the purchase of liability insurance)) and the costs necessary to the conduct of the state blind vendors committee.

(1) After the majority of all vendors have voted to utilize federal vending machine income for retirement or pension, health insurance, paid sick leave or paid vacations, the commission may adopt procedures for implementing such plans.

(2) Vendors whose income from their vending facility is at the national average or above for all vendors as determined each federal fiscal year on the basis of each prior year's operation shall pay repair charges for each separate repair job on vending facility equipment of fifty dollars or ten percent of the cost of ((the-) repair ((for)), whichever is greater. For purposes of this paragraph, repair or a repair job shall mean the cost associated with a single visit of a repair technician to a vending facility without respect to the amount of equipment being repaired, or multiple visits, and/or contact relative to the repair of a single item.

((2)) (3) Vendors whose income from their vending facility is below the national average of such income for all vendors as determined each federal fiscal year on the basis of each prior year's operation shall pay a voluntary amount for each separate repair job on vending facility equipment at their facility.

((3)) (4) The remainder of the charges for repair or maintenance of vending facility equipment described in subsections ((1)) (2) and ((2)) (3) of this section shall be paid for from set aside funds. If set aside funds are entirely depleted, the vendor shall pay the costs of repair of vending facility equipment at his/her facility.

((4)) (5) For purposes of this section vending facility equipment shall include equipment provided by the commission and equipment furnished as ((a)) a part of the contract or permit for which the commission and operator assumes the responsibility of maintenance.

AMENDATORY SECTION (Amending Order 79-10, filed 7/10/79)

WAC 67-32-310 (~~COMMISSION RESPONSIBILITY--LIABILITY INSURANCE-~~  
~~The commission shall arrange for the liability insurance that meets~~  
~~the specification of contracts and permits, and that can be purchased~~  
~~at a group rate. Within funds available the commission will provide~~  
~~this insurance in accordance with WAC 67-32-150)~~)

PUBLIC LIABILITY INSURANCE. The vendor shall  
obtain and maintain continuously public liability insurance with  
limits of liability not less than:

\$100,000.00 each person personal injury,  
\$300,000.00 each occurrence personal injury, and  
\$ 25,000.00 each occurrence property damage; or  
insurance coverage specified in the permit  
or contract, whichever is greater.

WAC 67-32-910 ((SAMPLE)) AGREEMENT.

((Sample-Agreement))

This AGREEMENT entered in this.....day of.....,19.., by and between the Commission for the Blind, hereinafter referred to as the commission, and ....., hereinafter referred to as the vendor.

Name and Address of Facility.....  
City:....., Washington.

IT IS HEREBY AGREED:

1. The provisions of the permit or contract between the commission and the property management as now exists or as may be renegotiated in the future, and chapter 67-32 WAC (the Vending Facility Program rules), which described the rights and responsibilities of the commission and the rights and responsibilities of the vendor, as presently exist or as may be amended in the future, are both by reference incorporated into and made part of this agreement.
2. The vendor is entitled to all profits of the vending facility, and vending machine revenue from site, except as provided for in WAC 67-32-140.
3. The vendor is responsible to submit reports to the commission as required.
4. The vendor must maintain the business hours agreed upon or as stated in the permit or contract.
5. The vendor shall receive a copy of the permit or contract and all applicable commission rules.
6. The vendor shall obtain and maintain continuously ((as provided in WAC-67-32-310)) public liability insurance ((and/or other insurance necessary to comply with the hold harmless agreement incorporated herein)) with limits of liability not less than:  
 \$100,000.00 each person((7)) personal injury,  
 \$300,000.00 each occurrence((7)) personal injury, and  
 \$ 25,000.00 each occurrence((7)) property damage or insurance coverage specified in the permit or contract, whichever is greater.
7. Vendors are accountable to the commission for equipment assigned to their location. The vendor is responsible for maintaining the equipment in a clean and sanitary condition.

- (7-) 8. The vendor shall not discriminate in the employment of persons on the grounds of race, color, sex, national origin, creed or religion, physical or mental impairment, age, marital status or political affiliation.
- ((8-)) 9. The vendor or the vendor's employees shall not subject customers to discrimination or deny them participation in, or the benefits of the vending facility on the grounds of race, color, sex, national origin, creed or religion, physical or mental impairment, age, marital status or political affiliation.
- 10. The commission staff shall provide management services as defined in WAC 67-32-030 on a systematic basis. Consultation shall occur at least bi-monthly.
- ((9-)) 11. The commission may upon thirty days notice terminate the license and/or terminate the agreement with the vendor for failure to operate the facility in accordance with the permit or contract or the vending facility rules and shall provide an opportunity for a full evidentiary hearing as provided for in WAC 67-32-420, except in those instances where aggravated emergency conditions require immediate termination of license and/or termination of agreement and removal of the vendor due to gross neglect or misconduct, as provided for in WAC 67-32-430.
- ((10-)) 12. The vendor may terminate this agreement upon giving thirty days written notice to the commission.
- 13. This agreement is automatically terminated when the permit or contract with the contracting agency is terminated.

I HEREBY CERTIFY THAT I FULLY UNDERSTAND THE ARTICLES AND TERMS SET FORTH IN THE ABOVE AGREEMENT AND HAVE RECEIVED ALL NECESSARY EXPLANATIONS OF THE PERMIT OR CONTRACT AND THE VENDING FACILITY PROGRAM RULES AND HAVE RECEIVED WRITTEN COPIES THEREOF.

Signed:.....(~~{Vendor}~~)..... Date:....., 19..  
(Vendor)

Name of Vendor:.....  
(please type)

Signed:.....(~~{Commission for the Blind}~~)..... Date:....., 19..  
(Commission for the Blind)

Name of staff:.....  
Title:.....