

**Second Addendum and Extension of  
Settlement Agreement between the United States of America and the Hawaii Department  
of Public Safety under the Americans with Disabilities Act  
DJ # 204-21-88**


1. On March 20, 2019, the United States Department of Justice (Department) and Hawaii Department of Public Safety (HDPS) (collectively, the Parties) entered into a Settlement Agreement (Agreement) under Title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12131-12134, and the Department's implementing regulation, 28 C.F.R. Part 35. The Agreement resolves allegations that HDPS excluded inmates with disabilities from its furlough program and that HDPS prison facilities were inaccessible in violation of the ADA.
2. On March 16, 2022, the Parties entered into an Addendum and Extension of the Agreement, agreeing to extend the term of the Agreement by eighteen (18) months from March 20, 2022 to September 20, 2023, except as to the provisions of the Agreement described below in Paragraph 4. This Addendum and Extension was necessary because the global COVID-19 pandemic required HDPS to take measures to prevent the spread of the virus within its facilities, including prohibiting visitors from entering facilities and allocating additional administrative, planning, and operational resources to its COVID-19 response. The State of Hawaii also required travelers from other states to undergo a long quarantine period, including the Agreement's Independent Licensed Architect (ILA). As a result, contractors tasked with conducting remediations could not complete their work, and the ILA could not review the completed work.
3. In July 2022, the ILA conducted in-person inspections of HDPS prison facilities and certified that HDPS successfully remediated 121 of the 232 barriers identified in Paragraphs 21–23 of the Agreement. This Second Addendum and Extension is necessary to give HDPS sufficient time to complete the larger construction projects necessary to remediate the remaining physical access barriers identified in the Agreement and for the ILA to inspect and certify these remediations. The larger construction projects were also delayed due to the COVID-19 pandemic.
4. This Second Addendum and Extension does not extend the requirements set forth in Paragraphs 13, 18, 20, 26, 27, and 28, and they terminated on March 20, 2022. The barriers to access listed in Paragraphs 21–23 to the Agreement that have been remediated, certified by the ILA, and verified by the Department as compliant with applicable ADA Standards as of the Effective Date of this Addendum are also terminated from the obligations of this Second Addendum and Extension (Items 1, 3-7, 9, 17, 20, 21, 24, 28-30, 32, 34-42, 61-63, 67-72, 74, 76, 83, 85-87, 92, 94, 103, 104, 107-112, 115-121, 124, 129, 132, 135-137, 142, 144, 157, 159, 162, 163, 169, 170, 172, 177-181, 183-196, 198-205, 207-229).
5. The Parties accordingly agree to extend the Agreement from September 20, 2023 to March 20, 2025, except as to the provisions of the Agreement described in Paragraph 4.

6. There are barriers to access listed in Paragraphs 21–23 to the Agreement that have not been remediated and then certified by the ILA as compliant with applicable ADA Standards as of the Effective Date of this Addendum. On an ongoing basis throughout the period of this Addendum, each of the barriers to access will be terminated from the obligations of this Addendum and the Agreement as soon as the ILA certifies each remaining item and the Department verifies compliance.
7. The persons signing for the HDPS represent that they are authorized to bind HDPS to this Addendum and agree that HDPS shall continue to comply with the obligations set out in the Agreement throughout the term of this Addendum, unless otherwise specified in this Addendum.
8. On bi-monthly anniversaries of the Effective Date of this Addendum until it expires, HDPS will submit written reports to the Department summarizing the actions HDPS has taken pursuant to the Agreement and this Addendum and will include ILA certifications in its reports.
9. Unless otherwise provided herein, the Agreement shall extend throughout the term of this Addendum.
10. The Effective Date of this Addendum is the date of the last signature below.

**For Hawaii Department of Public Safety**

  
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12 July 2023


Date

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7/17/23

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