

JOSH GREEN, M.D.  
GOVERNOR

SYLVIA LUKE  
LT. GOVERNOR



**STATE OF HAWAII  
AGRIBUSINESS DEVELOPMENT CORPORATION  
BOARD OF DIRECTORS**

235 SOUTH BERETANIA STREET, ROOM 205  
HONOLULU, HAWAII 96813

JAYSON M. WATTS  
CHAIRPERSON

JASON OKUHAMA  
VICE CHAIRPERSON

JESSE COOKE  
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SHARON HURD, Ex-Officio  
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KAREN SEDDON  
NATHAN TRUMP  
DANE K. WICKER, Ex-Officio

## Notice of Administration Committee Meeting

Held via Teleconference with In-Person Location

FRIDAY, JUNE 26, 2026  
10:00 a.m.

Pursuant to section 92-3.7, *Hawai'i Revised Statutes (HRS)*, this meeting will be held using interactive conference technology (ICT). Board members, staff, persons with business before the Committee, and the public may participate remotely online using ICT, or may participate via the in-person meeting site which provides ICT.

Interested persons may submit written testimony in advance of the meeting, which will be distributed to Committee members prior to the meeting. If possible, we request that testimony be received by our office not less than seventy-two hours prior to the meeting to ensure that staff have time to disseminate it and that Committee members have time to review it. Written testimony may be submitted electronically to [dbedt.adc@hawaii.gov](mailto:dbedt.adc@hawaii.gov) or sent via U.S. Postal Service, or delivered to:

Agribusiness Development Corporation  
235 South Beretania Street, Suite 205  
Honolulu, Hawai'i 96813

When testifying via ICT, via telephone, or in-person, you will be asked to identify yourself and the organization you represent, if any. Each testifier is allowed up to two minutes of testimony per agenda item pursuant to determination of the Board on November 20, 2025.

The public may participate in the meeting via:

ICT: <https://us06web.zoom.us/j/84528987709>

Telephone: (669) 900-6833, Webinar ID: 845 2898 7709

In-Person: State Office Tower  
235 South Beretania Street, Room 205  
Honolulu, Hawai'i 96813

## **ICT ACCESS**

To view the meeting and provide live oral testimony, please use the link above. You will be asked to enter your name in order to access the meeting as an attendee. The Committee requests that you enter your full name, but you may use a pseudonym or other identifier if you wish to remain anonymous. You will also be asked for an email address. You may fill in this field with any entry in an email format, e.g. abcd@efgh.com.

As an attendee, your microphone will be automatically muted. When the Chairperson asks for public testimony, you may click the Raise Hand button found on your screen to indicate that you wish to testify about that agenda item. The Chairperson or staff will individually enable each testifier to unmute their microphone. When recognized by the Chairperson, please unmute your microphone before speaking and mute your microphone after you have finished speaking.

For ICT, telephone, and in-person access, when testifying, you will be asked to identify yourself and the organization, if any, that you represent. Each testifier is allowed up to two minutes of testimony per agenda item pursuant to determination of the Board on November 20, 2025.

## **TELEPHONE ACCESS**

If you do not have ICT access, you may get audio-only access by calling the telephone number listed above.

Upon dialing the number, you will be prompted to enter the Meeting ID that is listed next to the telephone number above. After entering the Meeting ID, you will be asked to either enter your panelist number or wait to be admitted into the meeting. You will not have a panelist number. Please wait until you are admitted into the meeting.

When the Chairperson asks for public testimony, you may indicate you want to testify by entering “ \* ” and then “9” on your telephone’s keypad. After entering “ \* ” and then “9”, a voice prompt will let you know that the host of the meeting has been notified. When recognized by the Chairperson, you may unmute yourself by pressing “ \* ” and then “6” on your telephone. A voice prompt will let you know that you are unmuted. Once you are finished speaking, please enter “ \* ” and then “6” again to mute yourself.

For ICT, telephone, and in-person access, when testifying, you will be asked to identify yourself and the organization, if any, that you represent. Each testifier is allowed up to two minutes of testimony per agenda item pursuant to determination of the Board on November 20, 2025.

## **IN-PERSON ACCESS**

There will also be one meeting location, open to the public, which will have an audio-visual connection. That meeting will be held at:

State Office Tower  
235 South Beretania Street, Room 205  
Honolulu, Hawai‘i 96813

For ICT, telephone, and in-person access, when testifying, you will be asked to identify yourself and the organization, if any, that you represent. Each testifier is allowed up to two minutes of testimony per agenda item pursuant to determination of the Board on November 20, 2025.

### **LOSS OF CONNECTIVITY**

In the event of a loss of ICT connectivity, the meeting will be recessed for a period not to exceed thirty minutes to restore connectivity with all board members and the public in-person access location noted above. If audio connectivity is re-established within thirty minutes without video connectivity, interested participants can access the meeting via the telephone number and Meeting ID number noted above. In the further event that connectivity is unable to be restored within thirty minutes, the meeting will be automatically continued to a date and time to be posted on the ADC website at <https://dbedt.hawaii.gov/adc/> no later than close of business the next business day. New ICT, telephone, and in-person access information will be posted on the website no less than twenty-four hours prior to the continued meeting date. Alternatively, if a decision is made to terminate the meeting, the termination will be posted on the ADC website.

### **SPECIAL ASSISTANCE**

If you require special assistance, accommodations, modifications, auxiliary aids, or services to participate in the public meeting process, including translation or interpretation services, please contact staff at (808) 586-0186 or by email at [dbedt.adc@hawaii.gov](mailto:dbedt.adc@hawaii.gov).

Please allow sufficient time for ADC staff to meet requests for special assistance, accommodation, modifications, auxiliary aids, translation, or interpretation services.

**NOTE: MATERIALS FOR THIS AGENDA WILL BE AVAILABLE FOR REVIEW IN THE ADC OFFICE, 235 S. BERETANIA STREET, SUITE 205, HONOLULU, HAWAII 96813 A MINIMUM OF THREE FULL BUSINESS DAYS (WEEKENDS AND STATE AND FEDERAL HOLIDAYS EXCLUDED) PRIOR TO THE MEETING.**

### **Agribusiness Development Corporation Non-Discrimination Statement**

The Agribusiness Development Corporation does not discriminate on the basis of race, color, sex, national origin, age, or disability, or any other class as protected under applicable federal or state law, in administration of its programs, or activities, and the Agribusiness Development Corporation does not intimidate or retaliate against any individual or group because they have exercised their rights to participate in actions protected by, or oppose action prohibited by, 40 C.F.R. Parts 5 and 7, or for the purpose of interfering with such rights.

If you have any questions about this notice or any of the Agribusiness Development Corporation's non-discrimination programs, policies, or procedures, you may contact:

Mark Takemoto  
Acting Title VI Non-Discrimination Coordinator  
Agribusiness Development Corporation  
235 South Beretania Street, Suite 205  
Honolulu, Hawai'i 96813

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Phone: (808) 586-0186  
Email: [dbedt.adc.titlevi@hawaii.gov](mailto:dbedt.adc.titlevi@hawaii.gov)

If you believe that you have been discriminated against with respect to an Agribusiness Development Corporation program or activity, you may contact the Acting Non-Discrimination Coordinator identified above.

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## AGENDA

- A. Roll Call & Call to Order
  - B. Approval of Minutes
    - 1. None
  - C. Action Items
    - 1. Review fiscal year 2026 budget and actuals, status update regarding the fiscal year 2027 budget, update on active contracts and projects, and preliminary agency budget planning for fiscal years 2028 and 2029. As fiscal year 2028 represents the first year of the upcoming biennium budget cycle, the budget planning and recommendations will address funding and operational needs for both fiscal years 2028 and 2029. The Committee will discuss milestones and priorities in order to provide the agency's Board of Directors with a report and recommendation regarding fiscal year 2028–2029 budget matters.
    - 2. Request to review, and recommend approval and execution of, that certain Memorandum of Understanding between the Agribusiness Development Corporation and the Hawai'i Department of the Attorney General for the payment of legal services related to National Pollutant Discharge Elimination System Permit No. HI-0021952.
  - D. Informational Items
    - 1. None
  - E. Adjourn
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*The Board may go into executive session on any agenda item pursuant to the exceptions provided under section 92-5, Hawai'i Revised Statutes.*

*The Chairperson may take any agenda item out of order.*

STATE OF HAWAI'I  
**AGRIBUSINESS DEVELOPMENT  
CORPORATION**

C-2

STAFF SUBMITTAL TO THE ADMINISTRATION COMMITTEE  
June 26, 2026

**Subject:** Request to review, and recommend approval and execution of, that certain Memorandum of Understanding between the Agribusiness Development Corporation and the Hawai'i Department of the Attorney General for the payment of legal services related to National Pollutant Discharge Elimination System Permit No. HI-0021952.

**Applicant:** Agribusiness Development Corporation (ADC)

**Authority:** Section 163D-4(a)(5), Hawai'i Revised Statutes (HRS)

*Request to review, and recommend approval and execution of, that certain Memorandum of Understanding between the Agribusiness Development Corporation and the Hawai‘i Department of the Attorney General for the payment of legal services related to National Pollutant Discharge Elimination System Permit No. HI-0021952.*

June 26, 2026

### BACKGROUND:

At their meeting on December 5, 2024, the ADC Board of Directors (Board) voted to approve the hiring of a Special Deputy Attorney General to represent ADC in matters relating to National Pollutant Discharge Elimination System (NPDES) permit application. A contract with Alston & Bird, LLLP (Alston & Bird) through the Hawaii Department of the Attorney General (ATG) was executed to represent ADC in matters relating to an eventual permit. On August 22, 2025, following a long and protracted legal and regulatory process, the Hawai‘i Department of Health (DOH) issued NPDES Permit No. HI-0021952 (the “Permit”) jointly to ADC and the County of Kaua‘i (the “County”) for the discharge of stormwater and runoff into the Pacific Ocean at eight outfalls along the Mānā Plain on the west side of Kaua‘i.

The initial contract with Alston & Bird was for legal services regarding the Permit with an initial fee cap of one hundred fifty thousand (\$ 150,000.00). The Board authorized the Executive Director to negotiate a supplemental contract with Alston & Bird at their meeting on January 15, 2026, however no such agreement has yet been developed.

Alston & Bird continued to do work under the scope of the contract without payment from ADC. The current outstanding amount owed to Alston & Bird is approximately eight hundred forty five thousand six hundred seventeen dollars (\$ 845,617.00).

Following the adjournment of the 2026 legislative session, ATG proposed the following to ADC as a one-time solution to resolve the issue of outstanding fees:

1. Execution of a supplemental contract to increase the fee cap from \$150,000 to \$1,000,000.
2. Execution of a Memorandum of Understanding (MOU) between ADC and ATG that ATG will pay the outstanding legal fees and be reimbursed.
3. ATG will work with Alson & Bird to pay the outstanding legal fees.

### REQUEST:

That the Administration Committee (Committee) review the MOU and recommend approval and execution of the MOU to the Board (Request).

### REMARKS & DISCUSSION:

Approval of the Request will obligate ADC to pursue approval of funding from the legislature to reimburse ATG in an amount up to \$1,000,000. Staff notes that the current outstanding balance, as of this writing, is \$845,617.00. There will almost certainly be additional expenses should ADC retain Alston & Bird later this fall when the DOH administrative hearings resume.

### RECOMMENDATION:

Based on the foregoing, it is recommended that the Committee:

1. Approve the Request.

*Request to review, and recommend approval and execution of, that certain Memorandum of Understanding between the Agribusiness Development Corporation and the Hawai'i Department of the Attorney General for the payment of legal services related to National Pollutant Discharge Elimination System Permit No. HI-0021952.*

June 26, 2026

Respectfully Submitted,

*Lyle Roe*

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Asset Manager

*Approved for Submission:*



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Wendy Gady  
Executive Director

Attachment(s):

Exhibit A      Memorandum of Understanding (final)

**MEMORANDUM OF AGREEMENT**  
**Between the**  
**State of Hawaii, Department of the Attorney General**  
**and the**  
**State of Hawaii, Agribusiness Development Corporation**

This Agreement, by and between the STATE OF HAWAII, DEPARTMENT OF THE ATTORNEY GENERAL (ATG), whose business address is 425 Queen Street, Honolulu, HI 96813 and the STATE OF HAWAII, AGRIBUSINESS DEVELOPMENT CORPORATION (ADC), whose business address is 235 S. Beretania St. Suite 205, Honolulu, HI 96813 (“Agreement”), is effective as of \_\_\_\_\_, 2026. ATG and ADC may each be referred to as a “Party” or collectively as “Parties”.

**RECITALS**

- A. ADC requested ATG to hire a Special Deputy Attorney General (“SDAG”) to represent ADC in a contested case (“Matter”).
- B. ATG hired Kevin Minoli, Esq., of Alston & Bird (“Alston”) to serve as the SDAG to represent ADC in that Matter.
- C. On or about May 8, 2025, ATG and Alston entered into a contract for Special Deputy Attorney General services (“Contract”), where ADC would be responsible for payment of Alston’s attorney’s fees accrued in the Matter.
- D. Alston did work for the Matter, and billed its attorney’s fees to ADC.
- E. After October 2025, ADC has been unable to pay any of Alston’s fees for work completed on the Matter.
- F. Alston continued to do work on the Matter and continued to issue invoices for work completed.
- G. Alston invoiced ATG and ADC for the work completed on the dates and amounts as follows:

November 4, 2025	\$ 111,582.00
December 2, 2025	\$ 145,449.50
January 6, 2026	\$ 161,879.50
February 27, 2026	\$ 156,291.50
March 31, 2026	\$ 197,136.50
April 2, 2026	\$ 47,217.50
May 5, 2026	\$ 26,060.50
<b>Total Outstanding Amount Due</b>	<b>\$ 845,617.00</b>

- H. ADC requested assistance from ATG to pay Alston’s attorney’s fees and costs for work

completed.

- I. ADC and ATG desire to enter into this Agreement to document ATG's willingness to pay certain outstanding attorney fees owed by ADC to Alston, and ADC's consequential obligation to reimburse ATG upon ADC's receipt of appropriations to do so;

NOW, THEREFORE, in consideration of the promises contained in this Agreement, which are incorporated as part of this Agreement, the Parties have agreed as follows:

## **1. ROLES AND RESPONSIBILITIES OF THE PARTIES**

### **ATG Responsibilities:**

ATG shall pay ADC's outstanding attorney fees and costs to Alston, in the amount of eight hundred forty-five thousand six hundred seventeen dollars and no/100 (\$ 845,617.00) from ATG's litigation budget ("Lump Sum Payment").

ATG will work with Alston to supplement the initial Contract and resolve outstanding attorney's fees and other related issues.

ATG reserves the right to terminate the Contract with Alston pursuant to the terms of the Contract within its sole discretion. If ATG chooses to terminate the contract with Alston, ATG shall provide five (5) days' notice to ADC.

### **ADC Responsibilities:**

ADC shall reimburse ATG in the amount of the Lump Sum Payment within thirty (30) days after ADC receives an appropriation and release of funds from the Department of Budget and Finance. The reimbursement obligation shall also bear interest of ten percent (10%) per year ("Outstanding Amount").

Should ATG receive an appropriation in the amount of the Outstanding Amount directly from the Hawaii State Legislature that satisfies ADC's reimbursement obligation, ATG and ADC shall execute an additional agreement reflecting that the Outstanding Amount under this Agreement has been paid in full.

ADC shall work collaboratively with the ATG to execute any documents necessary to accomplish the purposes of this Agreement.

## **2. INTERGOVERNMENTAL COMMUNICATIONS**

To provide for consistent and effective communications between ATG and ADC, each Party shall designate a Principal Responsible Party to serve as the central point of contact and communications on matters relating to activities to be provided through this Agreement.

ATG PRINCIPAL RESPONSIBLE PARTY:

Attorney General  
Department of the Attorney General  
425 Queen Street  
Honolulu, HI 96813  
808-586-1500

ADC PRINCIPAL RESPONSIBLE PARTY:

Executive Director  
Agribusiness Development Corporation  
235 S. Beretania St., Suite 205  
Honolulu, HI 96813  
808-586-0186

**3. NOTICES**

All notices required or permitted under this Agreement shall be in writing and delivered via email to the Parties at their respective addresses as set forth in this Agreement, or to such other address that a Party may designate by written notice.

**4. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, representations, or understandings, whether written or oral, relating to such subject matter.

**5. AMENDMENT, MODIFICATION, AND TERMINATION**

This Agreement may be modified or amended only by written, mutual agreement of the Parties. This Agreement shall not terminate until the Outstanding Amount has been paid by ADC in full.

**6. COUNTERPARTS**

The Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original, and said counterparts will together constitute one and the same agreement and shall be binding on each of the Parties notwithstanding that all the Parties are not signatory to the original or the same counterpart. The submission of a signature page by facsimile transmission, or similar electronic submission facility (e.g., e-mail or electronic signature) shall be deemed to constitute an "original" signature page for all purposes, and facsimile or electronic copies shall be deemed to constitute duplicate originals.

**7. THIRD-PARTY BENEFICIARY**

This Agreement is made solely and specifically for the benefit of the Parties, their successors, agents, representatives, and assigns. No other person or entity shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

[The remainder of this page intentionally left blank; signature page follows.]

THE PARTIES HERETO HAVE REVIEWED, AGREED TO, AND EXECUTED THIS MEMORANDUM OF AGREEMENT EFFECTIVE ON THE DATE FIRST NOTED ABOVE.

Department of the Attorney General

By: \_\_\_\_\_  
Anne Lopez  
Attorney General

Date: \_\_\_\_\_

Agribusiness Development Corporation

By: \_\_\_\_\_  
Wendy Gady  
Executive Director

Date: \_\_\_\_\_