

**MEMORANDUM OF AGREEMENT
To Effectuate Act 137, Regular Session of 2025,**

**BASED UPON TRANSACTIONS AMONG GOVERNMENTAL ENTITIES
WITH THE
STATE OF HAWAI‘I, DEPARTMENT OF EDUCATION
and the
STATE OF HAWAI‘I, BOARD OF EDUCATION
and the
STATE OF HAWAI‘I, DEPARTMENT OF AGRICULTURE AND BIOSECURITY
and the
STATE OF HAWAI‘I, DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT,
AND TOURISM
and the
STATE OF HAWAI‘I, DEPARTMENT OF HEALTH
and the
STATE OF HAWAI‘I, DEPARTMENT OF TRANSPORTATION
and the
AGRIBUSINESS DEVELOPMENT CORPORATION
and the
UNIVERSITY OF HAWAI‘I,
for the benefit of the
University of Hawai‘i at Manoa College of Tropical Agriculture and Human Resilience
and the University of Hawai‘i Community Colleges
and the
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS**

TO SUPPORT THE NUTRITION OF HAWAI‘I’S KEIKI

I. Parties

This Memorandum of Agreement (hereinafter referred to as MOA) is entered into by and among the following State of Hawai‘i entities (hereinafter referred to as Party or Parties): State of Hawai‘i, Department of Education (HIDOE), State of Hawai‘i, Board of Education (BOE), the Department of Agriculture and Biosecurity (DAB), Agribusiness Development Corporation (ADC), the State of Hawai‘i, Department of Business, Economic Development, and Tourism (DBEDT), the State of Hawai‘i, Department of Health (DOH), the State of Hawai‘i, Department of Transportation (DOT), the University of Hawai‘i, for the benefit of the University of Hawai‘i at Manoa College of Tropical Agriculture and Human Resilience (UH-CTAHR) and the University of Hawai‘i Community Colleges (UHCC), and the Department of Labor and Industrial Relations (DLIR) to establish a framework of collaboration that articulates specific roles and responsibilities of the Parties in support of achieving the mandated benchmarks set by the Legislature through Act 137, Session Laws of Hawai‘i 2025 (Act 137).

II. Background

Hawai‘i Revised Statutes (HRS) § 302A-405.6 and HRS § 27-8 mandate benchmarks for local agricultural consumption for the HIDOE and all other State departments to meet. In 2025, Act 137 was passed, which amended HRS § 302A-405.6 and HRS § 27-8 to require the following:

- a) HRS § 302A-405.6: By January 1, 2030, fresh local agricultural products and local value-added processed, agricultural, or food products shall constitute a minimum of thirty per cent of the total food purchased during each calendar year, as measured by the per cent of total food costs.
- b) HRS § 27-8: Exempting HIDOE from statutory requirements for 2025, 2030, and 2035 goals to align with the accelerated metrics for HIDOE in HRS § 302A-405.6

HIDOE oversees school food service for all public schools in the State of Hawai‘i. The DAB and the ADC have statutory mandates to promote local agricultural production in HRS § 26-16 and HRS § 163D-1, respectively. Additionally, other departments, agencies, and entities within state government also have related statutory purposes that contribute towards the implementation of Act 137.

III. Purpose

To meet the goals set forth in HRS § 302A-405.6 and HRS § 27-8, various departments within the State must work cohesively to ensure that local agricultural producers can scale up to the level necessary for HIDOE and other State entities to meet their mandated benchmarks.

The areas subject to this MOA include scaling local agricultural commodities for HIDOE regional kitchen operations, including any ancillary support systems such as transportation, storage, infrastructure, or other inputs necessary to achieve the mandated benchmarks. This includes the following:

- a) Developing Central Oahu Agriculture and Food Hub (“COAFH”) including site improvements and infrastructure, building a statewide regional kitchen system;
- b) Developing food safety regulations and resources for the statewide regional kitchen and affiliated production facilities;
- c) Developing statewide commodity maps for agricultural commodities that the statewide regional kitchens will require to produce meals for students;
- d) Implementing programming support for farmers raising identified agricultural commodities;
- e) Developing economic analysis on impacts of scaling local production;
- f) Developing necessary shared facilities for scale and aggregation of identified agricultural commodities;
- g) Analyzing and developing solutions for transportation infrastructure bottlenecks to move agricultural commodities statewide;
- h) Providing outreach and technical assistance to farmers; and
- i) Creating workforce training opportunities to address workforce needs.

This MOA establishes the roles and responsibilities of each Party to achieve the mandated benchmarks in Act 137.

IV. Roles and Responsibilities

a) HIDOE (LEAD AGENCY) – REGIONAL KITCHENS

1. Purpose: HIDOE is constructing the first regional kitchen in Central Oahu to supply school meals for the Leilehua-Mililani-Waiialua complex with the capacity to serve additional complex areas. Statewide expansion of regional kitchens will provide meals statewide in an efficient and cost-efficient manner while aiding HIDOE with meeting its mandated benchmarks for local food purchase.
2. Responsibilities: HIDOE is responsible for the design, construction, operations, and maintenance of statewide regional kitchens.
 - A. HIDOE shall provide the other Parties a detailed timeline including significant dates relating to the design and construction of the regional kitchen including anticipated completion dates for the regional kitchen.
 - B. HIDOE shall also provide a detailed timeline including operational plans including equipment, types of commodities needed, menu development, and delivery schedules.
 - C. On an annual basis following the same timeline as the Farm to School and Local Meals Report to the Legislature, HIDOE shall also provide updated lists of agricultural commodities procured,

how much was purchased locally, and how much was imported to facilitate commodity planning to increase local production of needed agricultural commodities.

b) BOE – STATEWIDE POLICY MAKING

1. Purpose: BOE develops and enforces statewide education policies, ensuring that public schools meet the legislative mandates set forth in Act 137. BOE's leadership is key in integrating the regional kitchen model into Hawai‘i's public education system, improving access to locally sourced and nutritious meals for students.
2. Responsibilities:
 - A. Create and implement policies to support the HIDOE statewide regional kitchen system meet statutory benchmarks for local food sourcing, including integration with existing school food programs.
 - B. Ensure that all public and charter schools can participate in the regional kitchen program.
 - C. Review and adjust school meal pricing to align with program goals and ensure sustainability for the program and affordability for families.

c) DAB – SCALING LOCAL AGRICULTURAL COMMODITIES

1. Purpose: DAB’s statutory mandate is to “promote the conservation, development, and utilization of agricultural resources in the State” pursuant to HRS § 26-16. The HIDOE regional kitchens represent market-stimulation for local farmers that is larger than any other existing institution could provide. As such, local farmers must be prepared to scale to meet the commodity demands of HIDOE’s regional kitchens with locally sourced goods.
2. Responsibilities: DAB is responsible for supporting local agricultural systems that are necessary to provide commodity foods to HIDOE’s regional kitchens operations. DAB shall support this effort by:
 - A. Coordinate and assist with the statewide mapping of key agricultural commodities necessary to supply HIDOE’s regional kitchen operations.
 - i. Maps shall include appropriate growing conditions, climates, irrigation requirements, and other data points relevant to the cultivation of listed commodities.
 - ii. DAB shall work collaboratively with CTAHR, DBEDT, and ADC on these maps.
 - B. Partner with CTAHR, DBEDT, and ADC to overlay Geographic Information Systems (“GIS”) maps of critical agricultural lands, irrigation systems, and commodity production needs. DAB shall develop internal operational plans to coordinate DAB’s developmental function of agricultural loans, marketing, and

statistics to implement programs to assist local farmers to scale commodities for purchase and consumption at HIDOE’s regional kitchens. Programs may include:

- i. Grants or low-cost loans for existing farmers to assist with scaling to meet HIDOE volume demand.
 - ii. Food safety certification training and manuals.
 - iii. Incentives for aggregation such as co-ops, food hubs, or other commodity aggregation models.
 - iv. Coordination of agriculture parks and available farmlands within DAB jurisdiction.
- C. Perform outreach to local farmers on the commodity needs of HIDOE’s regional kitchens.

d) DBEDT – SCALING LOCAL AGRICULTURAL COMMODITIES

1. Purpose: DBEDT’s statutory mandate is to “stimulate through research and demonstration projects those industrial and economic efforts that offer the most immediate promise of expanding the economy of the State,” (HRS § 201-2). It shall also “undertake statewide business and economic development activities...provide economic research and analysis...and encourage the development and promotion of industry and international commerce through programs established by law...” HRS § 26-18.

DBEDT supports this initiative by facilitating economic growth and public-private partnerships to scale agricultural production. This includes providing data-driven insights and enabling infrastructure development to meet legislative mandates.

2. Responsibilities:
 - A. Conduct economic studies to assess the impact of scaling agricultural commodities for HIDOE regional kitchens, using data from the Research and Economic Analysis Division (READ).
 - B. Partner with CTAHR, DAB, and ADC to overlay GIS maps of critical agricultural lands, irrigation systems, and commodity production needs.
 - C. Facilitate partnerships to develop shared-use facilities and aggregation hubs to streamline commodity processing and distribution.
 - D. Provide funding opportunities and technical assistance for farmers to scale operations, including access to grants, low-cost loans, and business model development.
 - E. Assist HIDOE in developing Request for Proposals and contracts for menu development and staff training.

e) DOH – FACILITY INSPECTION

1. Purpose: DOH ensures food safety and public health by regulating and inspecting facilities where food is prepared and distributed. DOH oversees inspections of regional kitchens, shared facilities, and school kitchens to ensure compliance with state and federal standards. This role is key to maintaining the safety and quality of food provided to Hawai‘i’s keiki.
2. Responsibilities:
 - A. Conduct pre-operational and routine inspections of regional kitchens, shared facilities, and school kitchens to certify compliance with health and safety standards.
 - B. Provide technical assistance to HIDEOE and other stakeholders on regional kitchens and retrofitting existing school kitchens to comply with health regulations.
 - C. Work with HIDEOE and DBEDT to anticipate inspection needs for new facilities and adapt schedules as scaling progresses.
 - D. Offer training to food service staff on food safety protocols and procedures, ensuring compliance with DOH standards in the handling and preparation of meals.

f) DOT – INFRASTRUCTURE AND TRANSPORTATION

1. Purpose: DOT plays an important role in ensuring the success of the regional kitchen initiative by enabling the efficient movement of agricultural products and prepared meals. DOT’s role in logistics and infrastructure planning will help streamline operations and reduce costs.
2. Responsibilities:
 - A. Map existing transportation infrastructure and identify gaps affecting the movement of agricultural commodities and prepared meals.
 - B. Collaborate with HIDEOE and DBEDT to prioritize upgrades to roadways, ports, and transportation hubs to support agricultural supply chains and delivery systems.
 - C. Support HIDEOE and suppliers develop and implement nighttime delivery schedules and optimized routing plans to reduce traffic congestion and improve efficiency.
 - D. Work with other stakeholders to assess long-term transportation needs as the regional kitchens scale statewide.

g) ADC – INFRASTRUCTURE AND SHARED FACILITIES

1. Purpose: To acquire and manage, in partnership with farmers, ranchers and aquaculture groups, selected high-value lands, water systems, and infrastructure for commercial agricultural use and to direct research into areas that will lead to the development of new crops, markets and lower production costs.

2. Responsibilities:

- A. Partner with CTAHR, DBEDT, and DAB to overlay GIS maps of critical agricultural lands, irrigation systems, and commodity production needs.
- B. Facilitate partnerships to develop shared-use facilities and aggregation hubs to streamline commodity processing and distribution.
 - i. Shared-use facilities shall prioritize commodities that HDOE regional kitchens require based on menu development.
 - ii. Furthermore, shared-use facilities shall be located in regions where commodities can be scaled at sufficient quantities to warrant such a facility.

h) **UH-CTAHR – CROP SUITABILITY MAPS AND RESEARCH**

- 1. Purpose: UH-CTAHR serves as a vital resource for research, education, and community outreach focused on agricultural, environmental, and human sciences, particularly in tropical and island contexts. Its purpose is to address local and global challenges while promoting sustainability, innovation, and economic development.
- 2. Responsibilities:
 - A. Create data-driven crop suitability maps to identify optimal areas for specific crop cultivation based on climate, soil type, and water availability.
 - B. Conduct agricultural research to improve crop yields, pest resistance, and adaptability to varying environmental conditions.
 - C. Promote eco-friendly practices that minimize environmental impact and ensure long-term agricultural productivity.
 - D. Gather and analyze soil, weather, and hydrological data to enhance the accuracy of crop suitability predictions.
 - E. Provide tools, resources, and guidance to farmers for selecting appropriate crops and adopting suitable farming methods.
 - F. Offer evidence-based insights to assist policymakers in making informed decisions about land use and agricultural development.
 - G. Host workshops, training sessions, and seminars to disseminate research findings and educate stakeholders.
 - H. Partner with farmers, scientists, and industry experts to align research efforts with real-world agricultural needs.
 - I. Leverage modern tools such as GIS and remote sensing in the development and use of suitability maps.

i) UHCC – WORKFORCE DEVELOPMENT

1. Purpose: The purpose of the UHCC Workforce Development initiative is to support Hawai‘i’s economy by providing education, training, and resources that align with the state’s workforce needs. This program is dedicated to preparing students for high-demand jobs, advancing their career opportunities, and fostering economic self-sufficiency within the local community.
2. Responsibilities:
 - A. UHCC shall collaborate to create workforce training and development programs relevant to the commodities and/or related production facilities for locally produced commodities.
 - B. Programs shall be in partnership with relevant HIDOE agriculture and workforce programs of study.
 - C. Programs shall be related to agricultural commodities or related production facilities that are geographically within the scope of the community colleges service area.

j) DLIR – WORKFORCE DEVELOPMENT

1. Purpose: The purpose of DLIR is to improve the economic security, physical and economic well-being, and productivity of workers, and to achieve good labor-management relations. DLIR oversees the Hele Imua program, providing paid internship opportunities in both the public and private sector.
2. Responsibilities: DLIR shall coordinate the Hele Imua program to ensure and support the continued growth and expansion in the agriculture sector.
 - A. Expansion of the private sector internship opportunities in the agriculture sector.
 - B. Coordination of Hele Imua intern placements with Parties to this MOA to assist with their workforce needs to support Nourishing Hawai‘i’s Future Initiative.

IV. Data Sharing

Data sharing among Parties is essential to the success of this effort. To facilitate the flow of information, data sharing among Parties is encouraged to ensure coordination between departments; provided that, laws, rules, and respective agency policies shall apply to ensure data security and privacy. Data sharing of disaggregated and/or de-identified data is contemplated in this MOA including, but not limited to, commodity mapping, distribution of crops, commodity requirements, meals served, and other data as deemed appropriate. Separate data sharing agreements will be entered into between or among Parties as needed to achieve the purposes of this MOA.

V. General Terms

A. DURATION

This MOA shall take effect on July 1, 2026 and expire on June 30, 2028.

B. MOA RENEWAL

This MOA may be extended for a period not to exceed two state fiscal years, provided that:

1. The Parties mutually agree in writing to extend the MOA prior to expiration of the MOA; and
2. The extended MOA shall be under the same terms and conditions of the original MOA, or as modified by all Parties under subsection F of this section.

C. DISPUTE RESOLUTION

In the event of any dispute, claim, or controversy arising out of or relating to this MOA, the complaining Party(ies) shall notify the other Party(ies) of the dispute, claim, or controversy. The Parties shall first attempt in good faith to resolve the matter through informal discussions between designated representatives of each Party.

If the dispute is not resolved through informal discussions within thirty (30) days after written notice of the dispute is provided by complaining Party(ies) to the other Party(ies), the dispute shall be submitted to the Commerce and Economic Development Division of the Department of the Attorney General for discussion with each Party’s legal counsel to provide the Parties with advice and, if applicable, a proposed resolution. The Parties shall cooperate fully and provide such information as may be reasonably requested for purposes of resolving the dispute. The determination issued by the Department of the Attorney General shall be advisory unless otherwise required by applicable law or agreed to in writing by the Parties.

D. APPROVAL

This MOA is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including as required by statute, regulation, rule, order, or other directive.

E. MOA TERMINATION

Any Party may terminate its participation in this MOA by providing at least thirty (30) days’ written notice to the other Parties. The remaining Parties shall meet and determine whether the purpose of this MOA, as outlined in section III, remains feasible without the terminated Party(ies). If the remaining Parties determine that the purpose in section III remains feasible, they may continue operating under this MOA and make any modifications necessary to effect its purpose.

F. MODIFICATIONS

This MOA may be amended or modified only by mutual agreement in writing and signed by each of the Parties involved, including approval as to form by the Department of the Attorney General. The updated MOA will be provided to

HIDOE, BOE, DAB, DBEDT, DOH, DOT, ADC, UH-CTAHR, UHCC, and DLIR upon execution.

G. REVIEW

This MOA will be jointly reviewed by all Parties annually and revised, as needed, based on changes in laws/regulations, and/or when any party requests that changes be made.

VI. Other Provisions

- A. Nothing in this MOA shall be construed to conflict with applicable laws or otherwise diminish authorities otherwise vested in the Parties under federal law, the laws of the State of Hawai‘i and/or binding agreements on agencies with third parties. Any provision in this MOA found to be in conflict with federal or state law and/or existing agreements shall be invalidated, but the remainder of this MOA shall remain in effect. If a provision is invalidated, the Parties shall immediately review this MOA to decide what should be done in light of the invalid term, e.g., amend or terminate this MOA.
- B. This MOA defines in general terms the basis on which the Parties will cooperate, and as such, does not constitute a financial obligation or an authorization for particular expenditures. Expenditures of funds, human resources, equipment, supplies, facilities, training, public information, and technical expertise are generally intended to be provided by each Party to the extent that their participation is required and resources are available.
- C. Nothing in this MOA is intended to require the expenditure of funds in excess or advance of applicable appropriations. This MOA is not a fiscal or funds obligation document. Any activities involving reimbursement or contribution of funds among Parties to this MOA shall be handled in accordance with applicable laws, regulations, and procedures. Such activities will be documented in separate agreements that identify the specific projects between or among the Parties in appropriate detail. Such separate agreements should also reference this MOA.
- D. Nothing herein is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any non-party to this MOA against the State of Hawai‘i, its respective departments, agencies, or entities, or their officers, employees, or agents, or any other person.

- VII. Signatures of Approval:** Each Party, by the signature below of its authorized representative, hereby acknowledges understanding of this MOA and agrees to its contents.

This MOA may be executed in counterparts, including written and electronic forms. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original.

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State of Hawai'i, Department of Education

Keith T. Hayashi

Keith T. Hayashi
Superintendent
State of Hawai'i, Department of Education

Dated: 04/08/2026

APPROVED AS TO FORM:

[Signature]

Deputy Attorney General

State of Hawai'i, Board of Education

Roy Takumi

Roy M. Takumi
Chair
State of Hawai'i, Board of Education

Dated: 04/09/2026

APPROVED AS TO FORM:

Anne T. Horiuchi

Deputy Attorney General

State of Hawai'i, Department of Agriculture and Biosecurity

Sharon Hurd

Sharon Hurd
Chair
State of Hawai'i, Department of Agriculture and Biosecurity

Dated: 04/08/2026

APPROVED AS TO FORM:

Christy J. d. 27

Deputy Attorney General

State of Hawai'i,
Department of Business, Economic Development, and Tourism

James Kunane Tokioka

James Kunane Tokioka
Director
State of Hawai'i, Department of Business, Economic Development, and Tourism

Dated: 04/08/2026

APPROVED AS TO FORM:

[Signature]

Deputy Attorney General

Agribusiness Development Corporation



Wendy Gady
Executive Director
Agribusiness Development Corporation

Dated: 04/08/2026

APPROVED AS TO FORM:



Deputy Attorney General

State of Hawai'i, Department of Health



Kenneth Fink
Director
State of Hawai'i, Department of Health

Dated: 04/08/2026

APPROVED AS TO FORM:



Deputy Attorney General

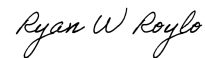
Department of Transportation



Edwin Sniffen
Director
Department of Transportation

Dated: 04/09/2026

APPROVE AS TO FORM:



Deputy Attorney General

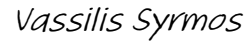
University of Hawai'i



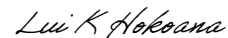
Wendy F. Hensel
President

Dated: 04/09/2026

RECOMMEND APPROVAL:



Vassilis L. Syrmos
Interim Provost
University of Hawai'i at Mānoa



Lui Hokoana
Interim Vice President
University of Hawai'i
Community Colleges



Parwinder Grewal
Dean
University of Hawai'i at Mānoa
College of Tropical Agriculture
and Human Resilience

Department of Labor and Industrial Relations



Jade Butay
Director
Department of Labor and Industrial Relations

Dated: 04/08/2026

APPROVED AS TO FORM:



Deputy Attorney General