

ELEVENTH AMENDMENT TO CONTRACT NO. 6515

THIS ELEVENTH AMENDMENT made by and between the **COUNTY OF KAUAI**, a political subdivision of the State of Hawaii, (the "County"), whose principal place of business is 4444 Rice Street, Lihue, Hawaii 96766, and **JON M. VAN DYKE, ESQ.**, attorney-at-law, whose business address is 2515 Dole Street, Room 239, Honolulu, Hawaii 96822, (the "Consultant").

WITNESSETH:

WHEREAS, the County retained the services of the Consultant under Contract No. 6515 ("Contract") to provide professional services as special counsel regarding a specialized area of law pertaining to the update and formulation of Shoreline Setback and Special Management Area Rules and Regulations; and

WHEREAS, due to circumstances beyond the control of the Consultant and the County, timelines to complete this project have had to be extended. Firstly, during the contract period, Maui County adopted new Shoreline Setback Rules and Regulations based on a study of coastal erosion rates and there was growing interest by the State Department of Land and Natural Resources and the public encouraging this method rather than establishing shoreline setback rules on fixed distances. This caused a reassessment of the initial regulatory framework for this project and time was needed allow an assessment of Maui's regulations as well as new State statutes and policies. The County of Kauai decided to move in Maui's direction of establishing setbacks based on shoreline erosion rates. To effectuate this direction, the County then retained the services of the University of Hawaii to conduct scientific studies to determine coastal erosion rates so that a process similar to Maui could be instituted on Kauai. The coastal erosion study requires an assessment of existing, historical and seasonal conditions over a span of time (still underway). Secondly and also subsequent to this contract, the County Council had undertaken the consideration of shoreline setback requirements by ordinance rather than by administrative rules which superseded a portion of this project's rule making efforts. The Council's shoreline setback legislation was passed in January 2008. In light of the above, work was mutually suspended until there was clarity as to what portions of the scope of work herein may no longer be applicable. It was found that work could resume on the scope herein pertaining to the Special Management Area Rules. A contract extension is necessary at this time to complete final draft discussions with the Planning Department and to address Small Business and public notice scheduling and requirements.

WHEREAS, Section 5 of the Contract allows for changes and modifications to be made to the Contract by written amendments; and

WHEREAS, the parties mutually agree to amend Section 3 of the Contract entitled Time of Performance by revising the completion date to March 31, 2009;

NOW, THEREFORE, the County and the Consultant, in consideration of the mutual promises hereinafter set forth, hereby agree as follows (material to be deleted is bracketed; new material is underlined):

1. That Section (3) Time of Performance be amended by revising the completion date to read as follows:

“(3) Time of Performance. The Consultant shall begin to provide the described services upon execution of this agreement by all parties and shall complete the scope of service by [September 30, 2008] March 31, 2009. The Consultant shall submit a proposed work plan/schedule which reflects the primary work task necessary for the timely completion of this project to the officer-in-charge prior to the submittal of the first billing.”

2. The parties further mutually agree that all other provisions of the Contract as previously amended shall remain in full force and effect, except as amended herein.

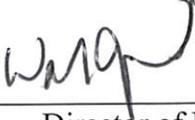
IN WITNESS WHEREOF, the parties have executed this Eleventh Amendment to the Contract on this _____ day of _____, 2008.

RECOMMENDED FOR APPROVAL:



Planning Director

COUNTY OF KAUAI

By 

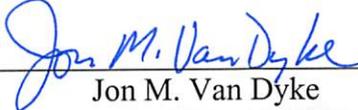
Director of Finance

APPROVED AS TO FORM
AND LEGALITY:



Deputy County Attorney

CONSULTANT

By 

Jon M. Van Dyke

LHL STATE OF HAWAII)
Honolulu) SS.
COUNTY OF ~~KAUAI~~)

November

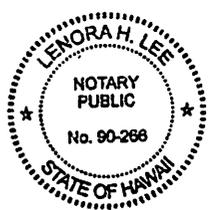
LHL On this 10th day of ~~October~~, 2008, before me personally appeared JON M. VAN DYKE, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.



Lenora H. Lee
Notary Public, State of Hawaii
Lenora H. Lee
My commission expires: 5-21-2010

NOTARY CERTIFICATION

Doc. Date: Nov. 10, 2008 No. Pages 2
Notary Name: Lenora H. Lee 1st Circuit
Doc. Description: 11th Amendment to
Contract No. 6515



Lenora H. Lee 11-10-2008
Notary Signature Date

(Stamp or Seal)

