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COUNTY OF KAUAI
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING
4444 RICE STREET, ROOM 303
LIHUE, HAWAII 96766

January 5, 2005

Jon M. Van Dyke, Esq.
2515 Dole Street, Room 239
Honolulu, HI 96822

Gentlemen:

RE: Contract No. 6515, Fifth Amendment

The subject contract documents are fully executed and transmitted for your files.

A copy of this transmittal and the subject contract is being provided to the requisitioning agency.

Please feel free to call Ruena Victorino on any questions relating to this transmittal, phone: (808) 241-6294.

Sincerely,

Elmer Muraoka
Purchasing & Assistant
Contract Administrator

K/rv

c: Director of Finance
Planning Department

FIFTH AMENDMENT TO CONTRACT NO. 6515

THIS FIFTH 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").

W I T N E S S E T H:

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, Maui County has recently adopted new Shoreline Setback Rules and Regulations based on a study of coastal erosion rates. There is a growing interest by the public and government sectors on Kauai to effectuate rules that are similar in nature to Maui's rules. It is therefore deemed prudent at this point in time to expand this project to include an assessment of the provisions of Maui's Shoreline Setback Rules that may be incorporated into the Kauai County draft rules as well as an assessment of the impacts of any recent amendments to by the 2004 Legislature;

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 June 30, 2005;

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):

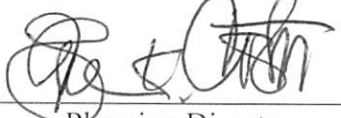
1. That Section (3) Time of Performance be amended by revising the completion date to read as follows:

"(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 [December 31, 2004] June 30, 2005. 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.

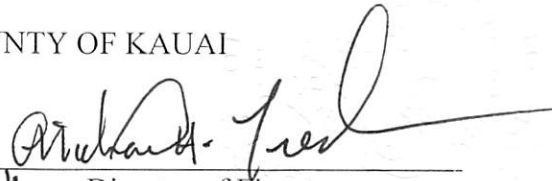
IN WITNESS WHEREOF, the parties have executed this Fifth Amendment to the Contract on this 27th day of December, 2004.

RECOMMENDED FOR APPROVAL:



Planning Director

COUNTY OF KAUAI

By 

Director of Finance

APPROVED AS TO FORM
AND LEGALITY:



County Attorney

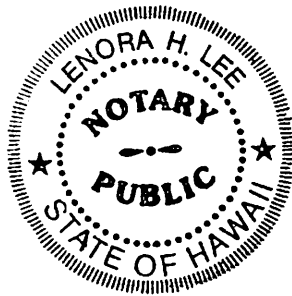
By 

Consultant: Jon M. Van Dyke

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 15th day of December, 2004, 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.

Witness my hand and seal.



Lenora H. Lee

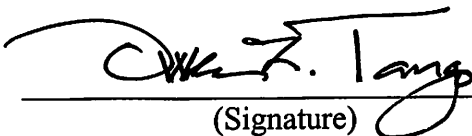
Lenora H. Lee

Notary Public, State of Hawaii

My commission expires: May 21, 2006

STATE OF HAWAII)
) SS.
COUNTY OF KAUAI)

On this 27th day of December, 20 04, before me appeared **MICHAEL H. TRESLER**, to me personally known, who being of me duly sworn, did say that he is the Director of Finance, COUNTY OF KAUAI, a political subdivision of the State of Hawaii; that the seal affixed to the foregoing instrument is the seal of the said COUNTY OF KAUAI, and that said instrument was signed and sealed on behalf of said COUNTY OF KAUAI, by authority of its Charter; and said **MICHAEL H. TRESLER**, acknowledged said instrument to be the free act and deed of said COUNTY OF KAUAI.



(Signature)
OWEN L. TANGO

(Print Name)

LS.
(Notary Seal)

Notary Public, State of Hawaii
My commission expires: 6-21-08