

**ASSIGNMENT OF PERSONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF SHASTA AND NORTH STATE RESOURCES, INC.
TO STANTEC CONSULTING SERVICES, INC.**

WHEREAS, a personal services agreement between the County of Shasta ("County") and North State Resources was entered into on January 12, 2016; and

WHEREAS, the personal services agreement will, absent earlier termination in accordance with Article IX, terminate on January 12, 2019; and

WHEREAS, the scope of work for the personal services agreement binds North State Resources, Inc. to perform environmental consulting services for County; and

WHEREAS, Article IV of the personal services agreement provides that North State Resources, Inc. may not assign, transfer, delegate or sublet any interest in the personal services agreement without the prior written consent of County; and

WHEREAS, certain assets of North State Resources, Inc. has been purchased by Stantec Consulting Services, Inc.; and

WHEREAS, North State Resources, Inc. and Stantec Consulting Services, Inc., have requested that County accept an assignment of the personal services agreement to Stantec Consulting Services, Inc.

NOW, THEREFORE, the parties agree as follows:

1. North State Resources, Inc., for good consideration hereby acknowledged, assigns all rights, responsibilities and interests in the aforementioned personal services agreement, including any expectation of payment by County for work accomplished after the date this assignment is executed.
2. Stantec Consulting Services, Inc., for good consideration hereby acknowledged, after the date of this assignment, accepts all rights, responsibilities, interests and duties owed to County, without limitation, as set forth in the personal services agreement between County and North State Resources, Inc. executed on January 12, 2016.
3. County hereby accepts assignment of the personal services agreement between County and North State Resources, Inc. executed on January 12, 2016 to Stantec Consulting Services, Inc., and agrees to be bound to Stantec Consulting Services, Inc. under the terms and conditions set forth therein.
4. The parties agree that County, by accepting this assignment, does not waive any claim or cause of action at law or equity that it may have against North State Resources, Inc. and/or its employees.
5. This assignment shall be effective on the date of its execution.

IN WITNESS WHEREOF, County, North State Resources, Inc., and Stantec Consulting Services, Inc. have executed this assignment on the day and year set forth below.

COUNTY OF SHASTA

Date: _____

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

Clerk of the Board of Supervisors

By:

Approved as to form:

RUBIN E. CRUSE, JR
County Counsel

By: David M. Yorton, Jr. 1/25/18
David M. Yorton, Jr.
Senior Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: James Johnson 01/26/18
James Johnson
Risk Management Analyst III

CONSULTANT

NORTH STATE RESOURCES, INC.

By: [Signature]

Print Name: Laura F. Kuh

Title: President

Date: 24 January 2018

Tax I.D. #: 68-0119315

STANTEC CONSULTING SERVICES, INC.

By: [Signature]

Print Name: Timothy A. Reilly

Title: Senior Principal

Date: 01-24-18

Tax I.D. #: 11-2167170

By: Wirt H. Lanning

Print Name: Wirt H. Lanning

Title: Principal

Date: 01-24-18

Tax I.D. #: 11-2167170