

INSURANCE TRANSMITTAL SHEET

DATE: January 17, 2024

TO: BOARD OF SUPERVISORS

CONTRACT: Under the Trees

- ☒ The attached insurance documents have been reviewed and meet all of the contract insurance requirements.

REVIEWED

By Brittni Inks at 10:11 am, Jan 17, 2024

Brittni Inks, Administrative Analyst

The attached contract and insurance documents have been reviewed and are being returned to the originating department because:

- ☐ **General Liability Insurance**
- ☐ Insurance certificate not provided
 - ☐ Coverage does not meet contract requirements
 - ☐ Additional insured endorsement required
 - ☐ Other: _____
- ☐ **Auto Insurance**
- ☐ Insurance certificate not provided
 - ☐ Additional insured endorsement required
 - ☐ Insurance is not business rated
 - ☐ Other: _____
- ☐ **Workers' Compensation Insurance**
- ☐ Insurance certificate not provided
- ☐ **Errors & Omissions/Professional Liability Insurance**
- ☐ Insurance certificate not provided
 - ☐ Other: _____

Please call me at 265-7196 if you have questions regarding insurance requirements.

MASTER SERVICES AGREEMENT

ADMINISTERING AGENCY: COUNTY OF NEVADA Office of Emergency Services

DESCRIPTION: Master Services Agreement for Registered Professional Forester

THIS AGREEMENT MADE AND ENTERED INTO THIS 23rd day of January, 2024, BY AND BETWEEN the COUNTY OF NEVADA, hereinafter referred to as "COUNTY", and _____, located in _____, hereinafter referred to as "CONSULTANT".

WHEREAS, the COUNTY requires Registered Professional Forester services; and

WHEREAS, CONSULTANT is duly qualified and has the required experience to provide such services and is willing to perform such services; and

WHEREAS, COUNTY desires to retain the services of CONSULTANT to perform required services;

NOW, THEREFORE, COUNTY and CONSULTANT in consideration of the mutual covenants herein set forth agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in task order and RFQ No. 178867, Registered Professional Forester Services for various Office of Emergency Services Projects in Nevada County and Consultants response to said document. Consultant shall provide said services at the time, place, and in the manner specified in task order.
2. **Amendments to Agreement.** All amendments to either this agreement or any subsequent task orders must be processed as change orders and approved in writing by both Parties.
3. **Time of Performance.** Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in any subsequent task order shall constitute material breach of this contract.
4. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in the applicable document based on this Master Services Agreement. The scope of work and specific costs will be expressly identified on the purchase order or supplier contract for each specific project task. The payment specified on the document shall be the only payment made to Consultant for services rendered pursuant for the specific task. Upon quote and work approval, the County agrees to pay invoices issued under the terms of this agreement and the agreed upon scope. Consultant shall submit all billings for said services to County in the manner specified on the specific task order.
5. **Records.** CONSULTANT shall always maintain complete detailed records with regard to services performed under this agreement in a form acceptable to COUNTY, and COUNTY shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to

CONSULTANT until COUNTY is satisfied that services of such value have been rendered pursuant to this agreement. All records shall be retained by CONSULTANT for a period of at least three (3) years after the date of final payment to CONSULTANT.

6. **Employees of CONSULTANT.** All persons performing services for CONSULTANT shall be solely employees of CONSULTANT and not employees of COUNTY. CONSULTANT shall be solely responsible for the salaries and other benefits, including Workers' Compensation, of all such personnel.

7. **Licenses, Permits, Etc.** CONSULTANT represents and warrants to COUNTY that CONSULTANT shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice its profession at the time the services are performed.

8. **Conflict of Interest** Consultant certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Consultant agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code.

9. **Nondiscrimination.** During the performance of this agreement, CONSULTANT shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. CONSULTANT shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONSULTANT shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this agreement by reference and made a part hereof as if set forth in full.

CONSULTANT shall give written notice of its obligation under this clause to labor organizations with which it has a collective bargaining or agreement.

CONSULTANT shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this agreement.

10. **Hold Harmless and Indemnification Contract**

1. **Definitions.** For purposes of this Section, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "County" shall include County, its officials, officers, agents, employees and volunteers.

2. **Consultant to Indemnify County.** Where the services to be provided by Consultant under this Agreement are design professional services, as that term

is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the County, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the County, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the County, then Consultant's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the County and shall not exceed the Consultant's proportionate percentage of fault as provided for in Civil Code Section 2782.2.

As respects all acts or omissions which do not arise directly out of the performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the County, its officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the County, its officers, officials, employees and volunteers.

3. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify County for such loss or damage as is caused by the sole active negligence or willful misconduct of the County. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

4. **Attorney's Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of County's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

5. **Defense Deposit.** The County may request a deposit for defense costs from Consultant with respect to a claim. If the County requests a defense deposit, Consultant shall provide it within 15 days of the request.

6. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to County.

7. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.

8. **Insurance Not a Substitute.** County does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

9. **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section complies therewith.

11. **Insurance.** Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage. The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance MCS-90, covering materials to be transported by Consultant pursuant to the contract.

3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. **Additional Insured Status: The County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used.)
- ii. **Primary Coverage** For any claims related to this contract, the **Consultant's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- iii. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Nevada.
- iv. **Waiver of Subrogation** Consultant hereby grants to County a waiver of any right to subrogation which any insurer or said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- v. **Sole Proprietors** If Consultant is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Consultant shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
- vi. **Deductible and Self-Insured Retentions** Deductible and Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. **(Note – all deductibles and self-insured retentions must be discussed with risk, and may be negotiated)**

- vii.**Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- viii.**Claims Made Policies** if any of the required policies provide coverage on a claims-made basis: ***(note – should be applicable only to professional liability)***
- a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.
- ix.**Verification of Coverage** Consultant shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain and provide verification of the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- x.**Subcontractors** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- xi.**Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- xii.**Conformity of Coverages** If more than one policy is used to meet the required coverages, such as an umbrella policy or excess policy, such policies shall be following form with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.
- xiii.**Premium Payments** The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

xiv. **Material Breach** Failure of the Consultant to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.

xv. **Certificate Holder** The Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada
950 Maidu Ave.
Nevada City, CA 95959

Upon initial award of a contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

12. **Non-Assignability.** This agreement, and the rights and duties thereunder, shall not be assigned in whole or in part without the express written consent of COUNTY.

13. **General Compliance with Laws.** The CONSULTANT shall exercise usual and customary care in its efforts to comply with applicable Federal, State and local laws, statutes, rules and regulations that are in effect as of the date of this agreement, or which may later be enacted. CONSULTANT shall comply with all laws regarding payment of prevailing wages, including, without limitation, California Labor Code Section 1720, as such laws may be amended or modified. CONSULTANT agrees to comply with any directives or regulations issued by the California State Department of Industrial Relations or any other regulatory body of competent jurisdiction.

14. **Prevailing Wage Requirements.** The services described herein are for publicly funded projects, considered "public works" as defined by California Labor Code Section 1720 et seq. Any firm awarded a contract as the result of this RFQ shall be responsible for compliance with all applicable prevailing wage laws, as well as any and all applicable state or federal wage laws, for services performed under any resulting contract.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the

provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

15. **Governing Law.** This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings regarding this agreement shall be brought under the jurisdiction of the Superior Court of the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.

16. **Use of Sub-Contractors.** CONSULTANT shall not use the services of any sub-contractor without the written approval by COUNTY prior to sub-contractor commencing any work on this project.

A. Nothing contained in this contract, any task order, or otherwise, shall create any contractual relation between THE COUNTY and any sub-contractor(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to THE COUNTY for the acts and omissions of its sub-contractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its sub-contractor (s) is an independent obligation from THE COUNTY obligation to make payments to the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract or task order shall be subcontracted without written authorization by THE COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. CONSULTANT shall pay its sub-contractor(s) within ten (10) calendar days from receipt of each payment made to CONSULTANT by THE COUNTY.

D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to sub-contractor(s).

E. Any substitution of sub-contractor (s) must be approved in writing by THE COUNTY's Contract Administrator prior to the start of work by the sub-contractor (s).

17. **Termination.**

A. A material breach, as defined pursuant to the terms of this Agreement or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.

B. If Consultant fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Agreement by giving five (5) calendar days written notice to Consultant.

C. Either Party may terminate this Agreement for any reason, or without cause, by giving thirty (30) calendar days written notice to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Consultant, Consultant shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Consultant shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Consultant has no control.

D. County, upon giving thirty (30) calendar days written notice to Consultant, shall have the right to terminate its obligations under this Agreement at the end of any fiscal year if County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

In the event this Agreement is terminated:

1) Consultant shall deliver copies of all writings prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

2) County shall have full ownership and control of all such writings delivered by Consultant pursuant to this Contract.

3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Contract. In this regard, Consultant shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

4) The maximum amount for which the COUNTY shall be liable if this agreement is terminated is the amount set forth in applicable documents(s) based on this Master Services Agreement.

18. **Covenant Against Contingent Fees.** The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee,

commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability, or at its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

19. Claims and Disputes

For purposes of this paragraph, "claim" shall be defined as set forth in Public Contracts Code Section 20104(b)(2). Claims shall be presented in writing and include the documents necessary to substantiate the claim. Claims must be filed with the designated County representative no later than thirty (30) days after the occurrence of the event giving rise thereto or denial of the change order, whichever occurs last. The form of said claims shall be the same as is required by Government Code Sections 910 and 910.2.

If the claim is under \$50,000, County shall respond in writing to Consultant within 45 days of receipt of Consultant's claim or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the County may have against the Consultant. If additional information is thereafter required, it shall be requested and provided pursuant to Public Contract Code Section 20104.2, upon mutual agreement of the County and Consultant. The County's written response to the claim, as further documented, shall be submitted to Consultant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by Consultant in producing the additional information, whichever is greater.

Following the meet and confer conference, if the claim or any portion remains in dispute, Consultant may file a claim with the Board of Supervisors pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. Pursuant to authority granted by Government Code Section 930.2, all claims filed with the Board of Supervisors pursuant to the Government Code shall be filed within 90 days of the denial of the original claim by the County representative. The running of the period of time within which a claim under the Government Code must be filed shall be tolled by any period of time utilized by the meet and confer conference. Any lawsuit which Consultant intends to bring with respect to any claim filed pursuant to the Government Code which claim has been denied by County must be commenced not later than six months after the recording of the notice of completion or not later than six months after the date final payment is deposited in the mail or personally delivered, whichever date comes first. If a civil action is filed, the mediation provisions set forth in Public Contract Code Section 20104.4 shall apply unless waived by mutual stipulation of County and Consultant or unless County elects to resolve the dispute pursuant to Public Contract Code Section 10240 et seq.

For every claim that Consultant makes, it shall provide the following documentation upon request of County as a condition precedent to consideration of the claim: Consultant's bidding calculations forms, cost estimates, time sheets, trend reports, job cost analysis records, labor records, as-built documents, any other records used by Consultant in arriving at its bid price, and any other documents or records kept by Consultant during the course of construction. In the event that claims are made, Consultant agrees that County shall have the right to conduct a complete audit of the books and records of Consultant relating to this project and any books and records relating to overhead, profit or general office expenses charged to this project.

Public Contract Code Section 9204, as enacted by AB 626, establishes a claim resolution process required for public works projects. In the event of any conflict between the provisions of this Contract and Public Contract Code Section 9204, the provisions of Public Contract Code Section 9204 shall prevail.

20. **Remedies.** In the event of breach of any condition or provision hereof, the COUNTY shall have the right, by prior written notice to the CONSULTANT, to terminate this Agreement and have the work thus canceled otherwise performed, without prejudice to any other rights or remedies of the COUNTY. The COUNTY shall have the benefit of such work as may have been completed up to the time of such termination or cancellation, and with respect to any part which shall have been delivered to and accepted by the COUNTY there shall be an equitable adjustment of compensation, applicable to specific task order.

21. **Notices.** All notices, and approvals or demands of any kind required or desired to be given by the COUNTY and CONSULTANT shall be in writing and shall be deemed served or given upon delivery if personally delivered or faxed, or, if mailed, forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid to the addresses shown below. COUNTY and CONSULTANT may from time to time by written notice to the other designate another place for receipt of future notices.

COUNTY OF NEVADA:

CONSULTANT:

Nevada County Office of Emergency Services
Attn: Alex Keeble-Toll
950 Maidu Ave.
Nevada City, CA 95959

Name of firm
Attn:

Phone: 530-470-2521
Email: Alex.keeble-
toll@nevadacountyca.gov

Phone:
Email:

Authority: All individuals executing this Agreement on behalf of Consultant represent and warrant that they are authorized to execute and deliver this Agreement on behalf of Consultant.

IN WITNESS WHEREOF, the Parties have executed this Agreement to begin on the Effective Date.

COUNTY OF NEVADA:

By: _____ Date: _____
Printed Name/Title: Craig Griesbach, Director of Emergency Services

Approved as to Form – County Counsel:

By: _____ Date: _____

CONSULTANT: Click or tap here to enter text.

By: _____ Date: _____

Name: _____

* Title: _____

By: _____ Date: _____

Name: _____

* Title: _____ Secretary _____

ATTACHMENTS:

Exhibit A – Scope of Services

Exhibit A-1- Task Order (*Task Specific Scope of Services, Related Payment and other applicable forms*)

Exhibit B - Fee Schedule

*If Consultant is a corporation, Agreement must be signed by the following two corporate officers, one from each category: (1) Chairman of the Board, President or any Vice President, and (2), Corporate Secretary, any Assistant Corporate Secretary, Chief Financial Officer or any Treasurer or Assistant Treasurer, unless an authenticated copy of a resolution of the corporation which delegates to a single officer the authority to bind the corporation is attached to this contract.

If Consultant is another type of business entity, such as a partnership or limited liability company, Agreement must be signed by officer(s) possessing legal authority to bind the entity. An authenticated copy of a resolution, partnership agreement, operating agreement or other legal evidence of signature authority must be attached to this contract."

EXHIBIT A

SCOPE OF SERVICES

This Master Services Agreement for Registered Professional Forester requires the Consultant to develop treatment design(s) for diverse landowners and to identify appropriate best-practices and mitigation measures to ensure that implementation is in alignment with funder stipulations and CEQA and NEPA regulations for a variety of wildfire mitigation projects. Work will generally include treatment design for hazardous fuels reduction, roadside vegetation abatement, and defensible space activities.

The Consultant must:

- Be a Registered Professional Forester (Professional/Certification number to be provided for verification and to remain current for the duration of work);
- Be familiar with wildfire mitigation actions: best-practices, terminology, impact assessment methodology and best-available science as this pertains to activities including hazardous fuels reduction, roadside vegetation abatement, and defensible space; and
- Have knowledge of the County of Nevada, its environment, and the relevant concerns of the communities and regulatory agencies (consultants may assist in community presentations).

The Consultant is expected to be knowledgeable of and able to apply appropriate principles and guidelines to deliver the following core services:

- Review assigned areas around the County as specified in individual project Scope(s) of Work/Task Orders to determine the appropriate treatment design based on conditions, environmental considerations, funder constraints around treatment type/cost, and landowner preference(s).
- Make recommendations for treatments and treatment priorities via a systematic evaluation.
- Deploy GIS tracking, including documentation of location, species, and proximity to infrastructure (residential structures, roads, utility lines etc.); program used shall be compatible with ArcGIS.
- Use GIS mapping to produce visual exhibits identifying hazardous vegetation type and priority.
- Assist the County with property owner coordination.
- Contact, procure and document access to properties.
- Assist with determining property owner's decision on treatment design and biomass disposal preference within the constraints of the funding source and the environmental clearance requirements (CEQA/NEPA etc.).

- Coordinate with involved government agencies and funding agencies as requested and needed.
- Attend public meetings as necessary.
- Provide support material to agencies for community outreach.
- Attend prebid/preproposal meetings associated with implementation and answer bidder/proposer questions as applicable.
- Compile treatment design information to inform the scope of work for implementation of hazardous fuels reduction, roadside vegetation abatement, and defensible space treatments as applicable.
- Prepare documentation that will clearly define scope of work for bidding purposes; including tree/vegetation location (GIS coordinates), species, size, proximity to infrastructure of concern and level of effort required for removal.
- Prepare project specifications.
- Prepare a summary sheet of proposed hazardous vegetation removal by parcel.
- Flag sensitive species and areas for avoidance or mitigation measures prior to implementation and monitor to ensure compliance.

In addition, the Registered Professional Forester may be requested to provide Project Management during implementation activities to ensure that vegetation abatement actions are carried out in accordance with the treatment design, the environmental clearance, and the funder specifications.

Registered Professional Foresters will be required to provide reports, specifications, and plans in the required format indicated by the County and applicable regulatory and/or funding entities, including but not limited to geospatial data and written documentation.

EXHIBIT A-1

TASK ORDER

Task Specific Scope of Services, Related Payment and other applicable forms

This page is left intentionally blank and will be negotiated on a case-by-case basis, based on
this MSA and CONTRACTOR's proposal

EXHIBIT B

FEE SCHEDULE

PAYMENT

Maximum Limit & Fee Schedule

County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amount set forth in the applicable document based on this Master Services Agreement. The scope of work and specific costs will be expressly identified on the purchase order or supplier contract for each specific project task. The payment specified on the document shall be the only payment made to Consultant for services rendered pursuant for the specific task. Upon quote and work approval, the County agrees to pay invoices issued under the terms of this agreement and the agreed upon scope. Consultant shall submit all billings for said services to County in the manner specified on the specific task order.

Back-Up Documentation Requirements

1. Specific task orders associated with this Master Services Agreement shall include the following back-up documentation requirements:
2. Receipts and/or invoices for supplies, venue rentals, etc. are required.
3. Itemized invoices for any sub-contractors are required.
4. Itemized invoices for equipment contracts are required.
5. For personnel and benefits costs incurred back-up documentation should include staff member and hourly rate expressly identified on the purchase order or supplier contract for each specific project task
6. For personnel and benefits costs incurred back-up documentation should include timecard reports.
7. The word "invoice" shall appear at the top of the page for all back-up documentation.
8. Invoices shall include contractor Information including name and address.
9. Invoices shall include date of submission and a unique invoice number.
10. Invoices shall denote the Task(s) specified on the specific task order under which the expenditure was incurred.
11. Invoices shall include dates or time period during which the invoiced costs were incurred; where applicable invoices should include expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.).

Required Reporting

Each invoice submission shall be accompanied by a corresponding description of services rendered, not to exceed two pages.

FEE Schedule

Insert CONSULTANT's proposed Fee Schedule.

The County will make payment within thirty (30) days of receipt of an approved invoice.

Payment will be withheld if reporting requirements are not met and/or sufficient back-up documentation is not submitted. Payment will resume upon approved submissions.

Submit all invoices to:

Nevada County: Office of Emergency Services

Address: 950 Maidu Ave

City, St, Zip Nevada City, CA 95959

Attn: IGS Admin

Email: alex.keebletoll@nevadacountyca.gov

and IGSAdmin@co.nevada.ca.us

Phone: (530) 470-2521

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House (ACH). In the event County is unable to release payment by ACH the Contractor agrees to accept payment by County warrant.



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

January 3, 2024

County of Nevada
950 MAIDU AVE
NEVADA CITY CA 95959-8600

Account Information:

Policy Holder Details :	UNDER THE TREES, INC
-------------------------	----------------------



Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI INSURANCE SERVICES LLC/PHS 41715154 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT	
	NAME:	
	PHONE (877) 532-3486	FAX
	(A/C, No, Ext):	
	E-MAIL	
	ADDRESS:	
INSURED UNDER THE TREES, INC PO BOX 363 NEVADA CITY CA 95959-0363	INSURER(S) AFFORDING COVERAGE	
	NAIC#	
	INSURER A : Sentinel Insurance Company Ltd.	11000
	INSURER B : Hartford Casualty Insurance Company	29424
	INSURER C : Hartford Accident and Indemnity Company	22357
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	X		41 SBM VX6780	05/20/2023	05/20/2024	EACH OCCURRENCE	\$2,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	General Liability						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$2,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$4,000,000
C	AUTOMOBILE LIABILITY	X		41 UEC PO7267	05/20/2023	05/20/2024	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	X HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE	
							AGGREGATE	
	DED	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	41 WEC TO4048	05/20/2023	05/20/2024	X PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE -EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008, attached to this policy. Certificate holder is an additional insured per the Commercial Auto Broad Form Endorsement HA9916, attached to this policy.

CERTIFICATE HOLDERCounty of Nevada
950 MAIDU AVE
NEVADA CITY CA 95959-8600**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

January 16, 2024

County of Nevada
950 MAIDU AVE
NEVADA CITY CA 95959-8600

Account Information:

Policy Holder Details :	UNDER THE TREES, INC
-------------------------	----------------------



Contact Us

Need Help?

Chat online or call us at
(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,
Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI INSURANCE SERVICES LLC/PHS 41715154 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME:	
	PHONE (866) 467-8730 (A/C, No, Ext):	FAX (A/C, No):
INSURED UNDER THE TREES, INC PO BOX 363 NEVADA CITY CA 95959-0363	E-MAIL	
	ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC#	
	INSURER A : Lloyds, Underwriters at Lloyds	15792
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Professional Liability			PSM0039856240	01/08/2024	01/08/2025	Each Claim Aggregate \$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

County of Nevada
950 MAIDU AVE
NEVADA CITY CA 95959-8600

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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AM Best Rating Services

Hartford Accident and Indemnity Company

BestLink  AMB #: 002230 NAIC #: 22357 FEIN #: 060383030

Domiciliary Address

One Hartford Plaza
Hartford, Connecticut 06155-0001

[United States](#)

Web: www.thehartford.com

Phone: 860-547-5000

AM Best Rating Unit: [AMB #: 058707 - Hartford Financial Services Group, Inc.](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



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Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 24, 2023
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 24, 2023
Initial Rating Date:	July 14, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)
--------------------------	--

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Associate Director : Kathryn Steffanelli

Senior Director: Michael J. Lagomarsino, CFA, FRM

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

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[AM Best Affirms Credit Ratings of The Hartford Financial Services Group, Inc. and Its Subsidiaries](#)
August 24, 2023

u Denotes [Under Review Best's Rating](#)

Rating History

AM Best has provided ratings & analysis on this company since 1922.

Financial Strength Rating		Long-Term Issuer Credit Rating	
Effective Date	Rating	Effective Date	Rating
August 24, 2023	A+	August 24, 2023	aa-
August 25, 2022	A+	August 25, 2022	aa-
July 29, 2021	A+	July 29, 2021	aa-
June 19, 2020	A+	June 19, 2020	aa-
August 30, 2019	A+	August 30, 2019	aa-

Best's Credit & Financial Reports



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Press Releases

Date	Title
Aug 24, 2023	AM Best Affirms Credit Ratings of The Hartford Financial Services Group, Inc. and Its Subsidiaries
Aug 25, 2022	AM Best Affirms Credit Ratings of The Hartford Financial Services Group, Inc. and Subsidiaries
Jul 29, 2021	AM Best Affirms Credit Ratings of The Hartford Financial Services Group, Inc. and Subsidiaries
Jun 19, 2020	AM Best Affirms Credit Ratings of Hartford Financial Servs Group and Subs; Upgrades Ratings of Hartford Life and Accident Ins Co
Aug 30, 2019	AM Best Affirms Credit Ratings of Hartford Financial Services Group and Subs; Upgrades Ratings of Navigators Group and Its Subs
Aug 02, 2018	A.M. Best Affirms Credit Ratings of The Hartford Fin Svcs Group and P/C Subs; Upgrades ICR of Hartford Life and Accident Ins Co

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Australian Disclosures

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AM Best Rating Services

Hartford Casualty Insurance Company

BestLink  AMB #: 002229 NAIC #: 29424 FEIN #: 060294398

Administrative Office

One Hartford Plaza
Hartford, Connecticut 06155-0001

[United States](#)

Web: www.thehartford.com

Phone: 860-547-5000

[View Additional Address Information](#)

AM Best Rating Unit: [AMB #: 058707 - Hartford Financial Services Group, Inc.](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [058707 - Hartford Financial Services Group, Inc.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 24, 2023
Initial Rating Date:	June 30, 1930

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 24, 2023
Initial Rating Date:	July 14, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)
--------------------------	--

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Associate Director : Kathryn Steffanelli

Senior Director: Michael J. Lagomarsino, CFA, FRM

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

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Press Release

[AM Best Affirms Credit Ratings of The Hartford Financial Services Group, Inc. and Its Subsidiaries](#)

August 24, 2023

u Denotes [Under Review Best's Rating](#)

Rating History

AM Best has provided ratings & analysis on this company since 1930.

Financial Strength Rating

Effective Date	Rating
August 24, 2023	A+
August 25, 2022	A+
July 29, 2021	A+
June 19, 2020	A+
August 30, 2019	A+

Long-Term Issuer Credit Rating

Effective Date	Rating
August 24, 2023	aa-
August 25, 2022	aa-
July 29, 2021	aa-
June 19, 2020	aa-
August 30, 2019	aa-

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [058707 - Hartford Financial Services Group, Inc.](#)



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



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[Best's Financial Report - Archive](#) - reports which were released prior to the current Best's Financial Report.

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Press Releases

Date	Title
Aug 24, 2023	AM Best Affirms Credit Ratings of The Hartford Financial Services Group, Inc. and Its Subsidiaries
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Jul 29, 2021	AM Best Affirms Credit Ratings of The Hartford Financial Services Group, Inc. and Subsidiaries
Jun 19, 2020	AM Best Affirms Credit Ratings of Hartford Financial Servs Group and Subs; Upgrades Ratings of Hartford Life and Accident Ins Co
Aug 30, 2019	AM Best Affirms Credit Ratings of Hartford Financial Services Group and Subs; Upgrades Ratings of Navigators Group and Its Subs
Aug 02, 2018	A.M. Best Affirms Credit Ratings of The Hartford Fin Svcs Group and P/C Subs; Upgrades ICR of Hartford Life and Accident Ins Co

1

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3

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United Kingdom Disclosures

A.M. Best – Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the United Kingdom (UK). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the United Kingdom as per the Credit Rating Agencies (Amendment, etc.) (EU Exit) Regulations 2019.

Australian Disclosures

A.M. Best Asia-Pacific (Singapore) Pte. Ltd. (AMBAPS), Australian Registered Body Number (ARBN No. 35486928345), is a private limited company incorporated and domiciled in Singapore. AMBAPS is a wholesale Australian Financial Services (AFS) Licence holder (AFS No. 540265) under the Corporations Act 2001. Credit ratings emanating from AMBAPS are not intended for and must not be distributed to any person in Australia other than a wholesale client as defined in Chapter 7 of the Corporations Act. AMBAPS does not authorize its Credit Ratings to be disseminated by a third-party in a manner that could reasonably be regarded as being intended to influence a retail client in making a decision in relation to a particular product or class of financial product. AMBAPS Credit Ratings are intended for wholesale clients only, as defined.

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Important Notice: AM Best’s Credit Ratings are independent and objective opinions, not statements of fact. AM Best is not an Investment Advisor, does not offer investment advice of any kind, nor does the company or its Ratings Analysts offer any form of structuring or financial advice. AM Best’s credit opinions are not recommendations to buy, sell or hold securities, or to make any other investment decisions. For additional information regarding the use and limitations of credit rating opinions, as well as the rating process, information requirements and other rating related terms and definitions, please view [Guide to Best’s Credit Ratings](#).



AM Best Rating Services

Sentinel Insurance Company, Ltd.

BestLink  AMB #: 002234 NAIC #: 11000 FEIN #: 061552103

Domiciliary Address

One Hartford Plaza
Hartford, Connecticut 06155-0001

[United States](#)

Web: www.thehartford.com

Phone: 860-547-5000

AM Best Rating Unit: [AMB #: 058707 - Hartford Financial Services Group, Inc.](#)

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



View additional [news, reports and products](#) for this company.

Based on AM Best's analysis, [058707 - Hartford Financial Services Group, Inc.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	p (Pooled)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 24, 2023
Initial Rating Date:	June 30, 1958

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 24, 2023
Initial Rating Date:	July 14, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)
--------------------------	--

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Associate Director : Kathryn Steffanelli

Senior Director: Michael J. Lagomarsino, CFA, FRM

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Press Release

[AM Best Affirms Credit Ratings of The Hartford Financial Services Group, Inc. and Its Subsidiaries](#)

August 24, 2023

u Denotes [Under Review Best's Rating](#)

Rating History

AM Best has provided ratings & analysis on this company since 1958.

Financial Strength Rating		Long-Term Issuer Credit Rating	
Effective Date	Rating	Effective Date	Rating
August 24, 2023	A+	August 24, 2023	aa-
August 25, 2022	A+	August 25, 2022	aa-
July 29, 2021	A+	July 29, 2021	aa-
June 19, 2020	A+	June 19, 2020	aa-
August 30, 2019	A+	August 30, 2019	aa-

Best's Credit & Financial Reports



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Aug 25, 2022	AM Best Affirms Credit Ratings of The Hartford Financial Services Group, Inc. and Subsidiaries
Jul 29, 2021	AM Best Affirms Credit Ratings of The Hartford Financial Services Group, Inc. and Subsidiaries
Jun 19, 2020	AM Best Affirms Credit Ratings of Hartford Financial Servs Group and Subs; Upgrades Ratings of Hartford Life and Accident Ins Co
Aug 30, 2019	AM Best Affirms Credit Ratings of Hartford Financial Services Group and Subs; Upgrades Ratings of Navigators Group and Its Subs
Aug 02, 2018	A.M. Best Affirms Credit Ratings of The Hartford Fin Svcs Group and P/C Subs; Upgrades ICR of Hartford Life and Accident Ins Co

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