

TWO RIVERS WATER RECLAMATION AUTHORITY

RESOLUTION APPOINTING KURTZ INSURANCE GROUP, INC.
AS RISK MANAGEMENT CONSULTANT PURSUANT TO N.J.S.A. 19:44A-20.5

RESOLUTION NO. 2025-12-151

WHEREAS, the Two Rivers Water Reclamation Authority ("Authority") has resolved to join the New Jersey Utility Authorities Joint Insurance Fund ("Fund"), following a detailed analysis; and

WHEREAS, the bylaws of said Fund require that each Authority appoint a RISK MANAGEMENT CONSULTANT to perform various professional services as detailed in the bylaws; and

WHEREAS, the Authority therefore requires the services of a RISK MANAGEMENT CONSULTANT and it has elected to proceed in accordance with the provisions of N.J.S.A. 19:44A-20.5 respecting the award of professional service contracts and the procedures set forth therein; and

WHEREAS, the Fund bylaws indicate a minimum fee equal to six percent (6%) of the Authority's Assessment, which expenditure represents reasonable compensation for the services required and was included in the cost considered by the Authority; and

WHEREAS, Johnny Rodriguez, the Authority Financial Manager, has determined that the services may have a value in excess of \$17,500.00.

NOW THEREFORE BE IT RESOLVED that the Two Rivers Water Reclamation Authority does hereby appoint Kurtz Insurance Group, Inc. as its Risk Management Consultant in accordance with the Fund's bylaws for the term beginning **January 1, 2026 and ending December 31, 2026**; and

BE IT FURTHER RESOLVED that the Executive Director shall represent the Authority as Fund Commissioner and the Deputy Executive Director as Safety Committee representative;

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized and directed to execute the Risk Management Consultant's Agreement attached hereto and made a part hereof and to cause a notice of this decision to be published according to N.J.S.A. 40A: 11-5(1)(a)(I); and

BE IT FURTHER RESOLVED that the Business Entity Disclosure Certification and the

Determination of Value be placed on file with this resolution, and

BE IT FURTHER RESOLVED that this appointment shall be published in the Asbury Park Press as required by law **within ten (10) days** from the date of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Two Rivers Water Reclamation Authority that the statements contained in the foregoing preamble be and are hereby incorporated into this Resolution as if more fully set forth herein at length.

BE IT FURTHER, RESOLVED that the Authority shall maintain a copy of this resolution and the Agreement with the Risk Management Consultant, on file in its Office and make the same available for public inspection during regular business hours.

I certify the above to be a
true copy of the Resolution
adopted at a public meeting
held on December 16, 2025

Dennis J. Galvin, P.E.
Executive Director

RISK MANAGEMENT CONSULTANT'S AGREEMENT

THIS AGREEMENT entered into this 1st day of January, 2026, between the Two Rivers Water Reclamation Authority (hereinafter referred to as "AUTHORITY") and Kurtz Insurance Group, Inc. (hereinafter referred to as the "consultant").

WHEREAS, the CONSULTANT has offered to the AUTHORITY, professional risk management consulting services; and

WHEREAS, the AUTHORITY desires these professional services pursuant to the resolution adopted by the governing body of the AUTHORITY at a meeting held _____; and

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

1) For and in consideration of the amount stated hereinafter, the CONSULTANT shall:

- a) Assist the AUTHORITY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.
- b) Assist the AUTHORITY in understanding the various coverages available from the insurance company NJ Utilities Authority Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund.
- c) Review with the AUTHORITY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the AUTHORITY'S authorization, place such coverages outside the FUND.
- d) Assist the AUTHORITY in the preparation of applications, statements of values, and similar documents requested by the FUND, it being understood that this Agreement does not include any appraisal work by the CONSULTANT.
- e) Review Certificates of Insurance from contractors, vendors and professionals when requested by the AUTHORITY.
- f) Review the AUTHORITY'S assessment as prepared by the FUND and assist the AUTHORITY in the preparation of its annual insurance budget.
- g) Review the loss reports and generally assist the Safety Committee in its loss containment objectives.
- h) Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT's involvement does not include the work normally done by a public adjuster.
- i) Perform any other risk management related services required by the FUND's bylaws.

2) In exchange for the above services, the CONSULTANT shall be compensated in the following manner:

- a) The CONSULTANT shall be paid by the AUTHORITY, a fee as compensation for services rendered, an amount equal to 6% of the AUTHORITY's annual assessment as promulgated by the FUND. Said fee shall be paid to the CONSULTANT within thirty (30) days of payment of the AUTHORITY's assessment. (Said fee is included in the AUTHORITY's assessment)
- b) For any insurance coverages authorized by the AUTHORITY to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal

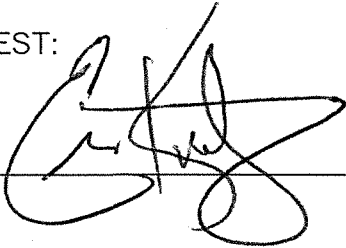
brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND's assessment in computing the fee outlined in 2(a).

- 3) The term of this Agreement shall be one (1) year commencing 1/1/26 and ending 12/31/26. However, this Agreement may be terminated by either party at any time by mailing to the other written notice, certified mail return receipt, calling for termination at not less than thirty (30) days thereafter. In the event of termination of this Agreement, the CONSULTANT's fees outlined in 2(a) above shall be prorated to date of termination.

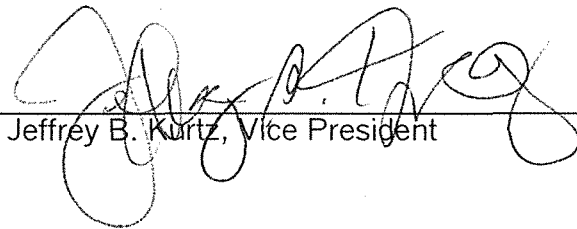
ATTEST:

AUTHORITY:

ATTEST:



CONSULTANT:



Jeffrey B. Kurtz, Vice President