

## **AGREEMENT FOR WHITE-TAILED DEER POPULATION SURVEY**

THIS AGREEMENT ("Agreement" or "agreement") entered into this 23rd day of September 2025 by and between PRINCETON, a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 ("PRINCETON") and WHITE BUFFALO INC., a Connecticut nonprofit corporation with its principal place of business at 6B Kings Highway, Chester, Connecticut 06412 ("PROVIDER").

### **WITNESS**

WHEREAS, PRINCETON requires the services of a qualified firm to conduct a survey of PRINCETON's white-tailed deer population; and

WHEREAS, CONSULTANT has offered to provide the sought-after services to PRINCETON in accordance with the rates set forth in its "uAVS Survey for Princeton," a copy of which is attached hereto as Exhibit B, for a total not-to-exceed amount of \$22,897.60; and

WHEREAS, by Resolution adopted on September 23, 2025, the Princeton Mayor and Council awarded a goods and services agreement to CONSULTANT to provide the requisite services without public bidding as authorized by law, in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*

NOW THEREFORE, IT IS AGREED by and between PRINCETON and CONSULTANT as follows:

1. Scope of Services. CONSULTANT shall use its best efforts to perform a survey of PRINCETON's white-tailed deer population during late fall 2025 or early winter 2026 and provide a report on/analysis of the results of said survey.
2. Term.
  - a. This Agreement shall be effective as of the day and date first written above and shall terminate after one year, or when the sought-after services have been completed, whichever is sooner, and subject further to the termination provisions set forth in subsection 2b. below.
  - b. The Agreement may be terminated by either party, by giving one-month advanced written notice to the other, to the address as set forth above.
3. Compensation; Manner of Payment.
  - a. The anticipated cost of CONSULTANT'S services as described herein shall not exceed twenty-two thousand, eight hundred ninety seven dollars and sixty cents (\$22,897.60), subject to annual budgetary appropriations.

- b. CONSULTANT shall bill PRINCETON on municipal vouchers for services rendered in accordance with the fees set forth in Exhibit B.
  - c. PRINCETON agrees to pay CONSULTANT within thirty (30) days of receipt of an audited and approved voucher.
- 4. Affirmative Action/Equal Employment. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination addendum per the attached Exhibit A.
- 5. Business Registration & Sales and Use Tax. The parties hereby incorporate into this Agreement the Business Registration and Sales and Use Tax addendum per the attached Exhibit C.
- 6. Political Contributions.
  - a. This Agreement has been awarded to CONSULTANT based on the merits and abilities of CONSULTANT to provide the services as described herein. This Agreement was not awarded through a “fair and open process” as that phrase is defined in N.J.S.A. 19:44A-20.7. As such, CONSULTANT hereby certifies that CONSULTANT (including persons and other business entities having an interest in CONSULTANT, as defined by N.J.S.A. 19:44A-20.7) has neither made a contribution that is reportable by the recipient under P.L. 1973, c.83, N.J.S.A. 19:44A-1 et seq. (i.e., in excess of \$200.00), in the one (1) year period preceding the award of this Agreement nor will it make a reportable contribution during the term of this Agreement to any municipal committee of a political party if a member of that political party is serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded, or to any candidate committee of any person serving in an elective public office of the municipality of PRINCETON when the Agreement is awarded.
  - b. CONSULTANT is advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271, §3) if CONSULTANT receives contracts in excess of \$50,000 from public entities in a calendar year. It is CONSULTANT’s responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at (888) 313-3532 or [www.elec.state.nj.us](http://www.elec.state.nj.us).
- 7. Insurance; Hold Harmless.
  - a. Prior to commencing work, CONSULTANT shall furnish PRINCETON with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers’ compensation, employer’s and

professional liability insurance coverage as is customary for the type and scope of services to be rendered under this Agreement. PRINCETON, and its officers, employees, agents and consultants shall be listed as additional insured on such policies.

- b. CONSULTANT shall defend, indemnify and hold harmless PRINCETON and its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with CONSULTANT's acts or omissions, or those of its officers, employees, agents and consultants, in connection with this Agreement.

8. Complete Agreement. This Agreement and any attachments hereto or incorporated by reference represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

ATTEST:

PRINCETON

\_\_\_\_\_  
Dawn M. Mount, Municipal Clerk

By: \_\_\_\_\_  
Hon. Mark Freda, Mayor

WITNESS OR ATTEST:

WHITE BUFFALO INC.

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
Dr. Jay Boulanger, President

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)**

**N.J.A.C. 17:27 et seq.**

### **GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **N.J.A.C. 17:27-1 et seq.**

## EXHIBIT B

uAVS Survey for Princeton (18 sq mi; 11,520 acres)						<u>Total</u>
<u>Personnel Costs</u>						
<u>Name</u>	<u>Title</u>	<u>Role</u>		<u>Days</u>	<u>Daily Rate</u>	
Pilot	WB	Travel/Setup (8-hr days)		1	\$960.00	\$960.00
		Drone mapping and recon (8-hr days)		1.5	\$960.00	\$1,440.00
		Drone Survey (12-hr days)*		5	\$1,440.00	\$7,200.00
		Data entry & reporting (8-hr days)		2.5	\$960.00	\$2,400.00
Pilot	WB	Travel/Setup (8-hr days)		1	\$960.00	\$960.00
		Drone Survey (12-hr days)		5	\$1,440.00	\$7,200.00
<u>Direct Expenses</u>						
				<u>Number</u>	<u>Rate</u>	
<b>Lodging</b>		Lodging	1	5	\$200.00	\$1,000.00
<b>Per diem</b>			2	6	\$86.00	\$1,032.00
<b>Mileage</b>		1 WBI truck	1	600	\$0.700	\$420.00
<b>Generator fuel</b>				6	\$12.60	\$75.60
<b>Misc supplies</b>		e.g., blade replacement				\$210.00
<b>Total Estimated Budget</b>						<b>\$22,897.60</b>

### Notes

\* Wildlife Biologist rate \$120 hr

\*Assumes 12-hour days (9 hr flight time, 3 hour misc time).

## **EXHIBIT C**

### **BUSINESS REGISTRATION AND SALES AND USE TAX REQUIREMENTS**

#### **A. Business Registration**

P.L. 2004, c.57, as amended by P.L. 2009, C.315 (N.J.S.A. 52:32-44) requires VENDOR (also "CONTRACTOR") to provide PRINCETON with its business registration and that of any named subcontractors prior to the time this Agreement is awarded. In addition:

1. A Subcontractor named in the proposal made by CONTRACTOR shall provide a copy of its business registration to CONTRACTOR who shall provide it to PRINCETON as provided above. No Contract with a subcontractor shall be entered into by CONTRACTOR under this Agreement with PRINCETON unless the subcontractor first provides CONTRACTOR with proof of a valid business registration.
2. PRINCETON will retain the proof of business registration in an alphabetical file.
3. CONTRACTOR shall maintain and submit to PRINCETON a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered under the Agreement.

#### **B. Sales and Use Tax**

1. For the term of this Agreement, CONTRACTOR and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.
2. CONTRACTOR shall include within its subcontracts the requirement that, for the term of this Agreement, the subcontractor and each of its affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L. 1966, c.30 (C.54:32B-1 et seq.) on all their sales of tangible personal property delivered into this State.

Information on the law and its requirements is available by calling (609) 292-9292.