

PRINCETON
COUNTY OF MERCER, STATE OF NEW JERSEY

DEER MANAGEMENT SERVICES AGREEMENT

This **DEER MANAGEMENT SERVICES AGREEMENT** (the “Agreement”), entered into this ____ day of October, 2013, by and between **PRINCETON**, a municipal corporation of the State of New Jersey located in the County of Mercer, whose mailing address is 400 Witherspoon Street, Princeton, New Jersey, 08540 (“Princeton”) and **UNITED BOWHUNTERS OF NEW JERSEY**, a New Jersey nonprofit corporation with a mailing address of P.O. Box 11, Ringwood, New Jersey 07456 (“UBNJ”).

WITNESSETH

WHEREAS, from 2000 through 2012, the municipality formerly known as the Township of Princeton (“the Township”) implemented a deer management and deer removal program throughout the Township in an effort to reduce its white-tailed deer population to a healthy and manageable level; and

WHEREAS, since 2003, one component of that deer management program involved limited bow hunting on certain Township-owned properties; and

WHEREAS, the United Bowhunters of New Jersey (“UBNJ”) is a New Jersey not-for-profit organization that participates actively in conservation programs throughout the State of New Jersey; and

WHEREAS, from 2003 through 2012, the Township each year entered into a service agreement with UBNJ to provide deer removal services using bow hunting on those Township-owned properties that are not restricted against hunting and are otherwise suitable; and

WHEREAS, since 2003, UBNJ has demonstrated the ability to safely remove deer from the publicly-owned properties in which it has operated, albeit it with somewhat disappointing results; and

WHEREAS, as of January 1, 2013, the Township of Princeton and the Borough of Princeton consolidated pursuant to the New Jersey Municipal Consolidation Act, *N.J.S.A.* 40:43-66.35, to become the new municipality of Princeton (“Princeton”); and

WHEREAS, Princeton desires to continue the deer management and deer removal program formerly implemented by the Township; and

WHEREAS, UBNJ wishes to continue providing deer removal services on those municipally-owned properties it has used in the past; and

WHEREAS, Princeton wishes to retain the services of UBNJ on the terms set forth herein below; and

WHEREAS, membership in UBNJ is open to any resident of the State of New Jersey, subject to certain requirements; and

WHEREAS, Princeton has by resolution authorized a contract with UBNJ for deer management services pursuant to the provisions of the New Jersey Local Public Contracts Law, *N.J.S.A.* 40A:11-1 *et seq.*;

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

1. Services of UBNJ.

a. UBNJ agrees to perform deer management services for Princeton as set forth in Exhibit A attached hereto and made a part hereof as if fully set forth herein (the “Designated Services”) and further subject to the specific terms, conditions and restrictions set forth in Exhibit

A and any attachments thereto. The Designated Services shall be performed only on those public lands owned identified in Exhibit A (the “Designated Properties”). UBNJ and UBNJ’s agents shall be solely responsible for knowing at all times where they are and for remaining within the boundaries of the Designated Properties.

b. UBNJ shall utilize only individual members in good standing of UBNJ and who further meet all of the qualification requirements set forth in Exhibit A (including any attachments thereto) to perform the Designated Services. UBNJ shall employ a lottery system to select the members who will perform said Designated Services. Hereinafter the term “agent” shall refer to any individual member of UBNJ who meets the qualifications set forth in Exhibit A (including any attachments thereto) and who has been selected by UBNJ to perform the Designated Services.

c. UBNJ shall be solely responsible for ensuring the full and proper completion of the Designated Services, and shall devote whatever time and attention is necessary to reasonably ensure the adequate performance of the Designated Services in a professional and competent manner.

d. UBNJ represents that it is a corporation duly organized and existing in good standing under the laws of the State of New Jersey. UBNJ further represents that it, and any of its members and agents performing the Designated Services are duly licensed, certified and/or registered as may be necessary to provide such Designated Services to Princeton. UBNJ covenants and represents that all Designated Services will be performed in full compliance with any and all applicable federal, state and/or local laws, statutes, rules, regulations and ordinances, including without limitation any and all requirements of the New Jersey Division of Fish and Wildlife, and in accordance with the terms and conditions set forth in Exhibit A (including any attachments thereto) .

2. Term. This Agreement shall commence on the date set forth at the top of this Agreement and shall expire on March 1, 2014.

3. **Compensation.** Princeton shall not provide any compensation to UBNJ for its services.

4. **Termination.** UBNJ shall have the right, without prejudice to any other right or remedy it may have, to terminate any or all of its Designated Services if: a) the provision of the Designated Services as set forth in Exhibit A is disrupted to the extent it makes it impossible or impractical to perform such services; or b) UBNJ believes that the services cannot be performed safely. Princeton shall have the right, without prejudice to any other rights or remedies it may have, to terminate this Agreement with respect to all or any Designated Services at any time.

5. **Independent Contractor Status.**

a. UBNJ shall perform all services under this Agreement as an “independent contractor” of Princeton.

b. Princeton agrees that UBNJ, as an independent contractor, shall be entitled to exercise such discretion and judgment in the provision of its services as needed to fulfill and comply with the requirements set forth in this Agreement.

c. The parties agree that Princeton will not provide UBNJ, its principals, agents, employees or members any benefit, coverages or privileges, including, without limitation, social security, profit-sharing, unemployment, workers’ compensation, disability, medical insurance, life insurance or pension benefits, that Princeton might provide to employees of Princeton. Unless otherwise required by law, Princeton does not intend and shall have no obligation to UBNJ to withhold any sums due UBNJ for, and UBNJ retains all obligations and liability relating to, the payment of UBNJ’s federal, state and local income and employment taxes, and UBNJ shall hold Princeton harmless from any failure on UBNJ’s part to meet its obligations pursuant to this Section 5 of the Agreement.

d. UBNJ is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, Princeton or to bind Princeton in any manner.

e. UBNJ agrees it shall not commit any of the following employment practices and agrees to prohibit the following practices in any subcontracts:

(1) To discharge or refuse to hire any individual because of their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. The parties hereby incorporate into this Agreement the Affirmative Action/Non-Discrimination provisions set forth in Exhibit B, attached hereto and made a part hereof.

(2) To discriminate against any individual in the terms, conditions, or privileges of employment because of that individual's age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

6. Insurance. UBNJ shall procure and maintain for the duration of this Agreement, at its sole expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Designated Services undertaken by UBNJ pursuant to this Agreement. The coverage set forth below shall be provided for each of UBNJ's agents selected to perform the Designated Services.

Coverage shall be in the following form and amounts:

- General Liability: Coverage with combined single limits per occurrence for bodily injury, personal injury, and property damage in the amount of one million dollars (\$1,000,000) per single occurrence and one million dollars (\$1,000,000) annual aggregate.

Such insurance shall require that Princeton be notified at least 30 days in advance of the cancellation thereof. UBNJ shall furnish Princeton with a certificate or certificates of insurance evidencing the coverage required hereunder prior to commencing any Designated Services and from time to time as may be reasonably requested by Princeton.

7. Indemnification.

a. UBNJ agrees to indemnify, defend, and save Princeton and its officers, employees, and agents forever harmless from and against, and to promptly make payment for any and all losses, damages, expenses (including, without limitation, court costs, amounts paid in settlement, judgments, reasonable attorneys fees or other expenses for investigating and defending, including, without limitation, those arising out of the enforcement of this Agreement), suits, actions, claims, deficiencies, liabilities or obligations sustained or incurred by Princeton as a result of UBNJ's performance of the Designated Services described herein, except for those sustained or incurred based on allegations that the Designated Services provided herein are unauthorized or illegal.

b. Princeton agrees to indemnify, defend, and save UBNJ and its directors, officers, employees, owners, agents and affiliates and their successors and assigns or heirs and personal representatives forever harmless from and against, and to promptly make payment for any and all losses, damages, expenses (including, without limitation, court costs, amounts paid in settlement, judgments, reasonable attorneys fees or other expenses for investigating and defending, including, without limitation, those arising out of the enforcement of this Agreement), suits, actions, claims, deficiencies, liabilities or obligations sustained or incurred by UBNJ relating to, caused by or resulting from:

(1) allegations that the Designated Services provided herein are unauthorized or illegal;

(2) any breach by Princeton of the terms of this Agreement, including, but not limited to, any failure to pay any fees or expenses owed; and/or

(3) the preparation and provision of documents and/or testimony pursuant to one or more subpoenas issued in connection with any claim, suit or proceeding against Princeton or against its agents or affiliates or their successors or assigns.

Any amounts due and owing from Princeton for any losses pursuant to this indemnification provision shall be offset on a dollar for dollar basis by any amount recovered in respect of such losses pursuant to the Policy called for in Section 6 of this Agreement. The obligations of each party under the forgoing indemnification provisions shall survive the termination of the Agreement.

8. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail, postage prepaid and addressed as follows:

If to Princeton: Princeton Municipal Clerk
400 Witherspoon Street
Princeton, New Jersey 08540

With a copy to: Princeton Municipal Attorney
Mason, Griffin & Pierson, P.C.
101 Poor Farm Road
Princeton, New Jersey 08540

If to UBNJ: President
United Bowhunters of New Jersey
P.O. Box 11
Ringwood, New Jersey 07456

9. Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns and pronouns shall include the plural and vice versa.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral relating to the subject matter of this Agreement. No representation, promise, inducement or statement of intention not set forth in this Agreement has been made by or on behalf of either party hereto.

11. Amendment. This Agreement may be amended or modified only by a written instrument executed by both Princeton and UBNJ.

12. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

13. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of both parties and their respective permitted successors, assigns and other legal representatives. Neither this Agreement nor the rights arising hereunder shall be assignable by either of the parties hereto to any third party without the prior written consent of the other party to this Agreement.

14. No Third Party Beneficiaries. Nothing in this Agreement shall be deemed or construed as creating or granting any benefits or rights to third parties or as an admission of liability by either Princeton or UBNJ. Furthermore, nothing in this Agreement shall be construed as a waiver of any of Princeton's immunities or defenses under state or federal law.

15. Miscellaneous.

a. No waiver by either party of any right, condition, term or provision of this Agreement shall operate as a waiver of any preceding or subsequent right, condition, term or provision hereof. A waiver or consent given by either party on any one occasion shall not be construed as a bar or waiver of any right of such party on any other occasion.

b. The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

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

ATTEST:

MUNICIPALITY OF PRINCETON

Linda S. McDermott, Clerk

By: _____
Hon. Liz Lempert, Mayor

WITNESS OR ATTEST:

**UNITED BOWHUNTERS OF
NEW JERSEY**

, Secretary

By: _____
, President

EXHIBIT A

DESIGNATED SERVICES

1. **Project.** Pursuant to the terms and conditions of the Deer Management Services Agreement (“Agreement”) by and between Princeton and UBNJ, UBNJ agrees to perform the following services for Princeton: Remove white-tailed deer by means of bow hunting from the specific properties set forth below and subject to the following terms and conditions:

a. Deer may be removed from the following properties only (the “Designated Properties”), during the 2013-2014 State-designated fall, permit and winter bow hunting seasons for Zones 12 and 14 ("Designated Dates") as set forth and/or modified below, and **no hunting whatsoever shall be permitted outside of said dates or on Sundays:**

- (1) **Fieldwood** (Cherry Valley Rd., Block 701, Lot 9.85):
 - Fall bow: September 14 – October 25, 2013
 - Permit bow: October 26 – December 24, 2013
December 26 – December 31, 2013
 - Winter bow: January 1 – February 15, 2014
- (2) **Stony Brook / Puritan Court** (Pretty Brook Rd., Block 5101, Lots 9-12):
 - Fall bow: September 14 – October 25, 2013
 - Permit bow: October 26 – December 24, 2013
December 26 – December 31, 2013
 - Winter bow: January 1 – February 15, 2014
- (3) **Autumn Hill Reserve** (Herrontown Rd., Bl. 1201, Lot 1; Bl. 1302, Lot 1):
 - Permit bow: October 26 – December 24, 2013
December 26 – December 31, 2013
 - Winter bow: January 1 – February 15, 2014

No hunting whatsoever may take place in the Autumn Hill Reserve prior to December 1, 2013

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- (4) **Gulick Farm** (Block 1502, Lot 2.02):
 - Fall bow: September 14 – October 25, 2013
 - Permit bow: October 26 – December 24, 2013
December 26 – December 31, 2013
 - Winter bow: January 1 – February 15, 2014

- (5) **Stony Brook** (Quaker Road, Block 9901, Lots 4, 9 & 10):
 - Fall bow: September 14 – October 25, 2013
 - Permit bow: October 26 – December 24, 2013
December 26 – December 31, 2013
 - Winter bow: January 1 – February 15, 2014

- (6) **Herrontown Woods**, *subject to County approval (to be obtained directly by UBNJ)*
 - Permit bow: **December 1** – December 24, 2013
December 26 – December 31, 2013
 - Winter bow: January 1 – February 15, 2014

No hunting whatsoever may take place in Herrontown Woods prior to December 1, 2013

Princeton shall cause a notice informing the public of the designated dates and locations to be published promptly on Princeton’s website and in Princeton’s newsletter and shall submit said notice to Princeton’s official newspaper for publication.

b. The maximum number of agents who shall be permitted to hunt each Designated Property at any one time shall be as follows:

- (1) **Fieldwood: 1**
- (2) **Stony Brook / Puritan Court: 3**
- (3) **Autumn Hill Reserve: 5**
- (4) **Gulick Farm: 1**
- (5) **Stony Brook / Quaker Road: 1**
- (6) **Herrontown Woods: 5, *subject to County approval***

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2. Requirements and limitations.

a. UBNJ's agents shall be responsible at all times for knowing where they are and remaining within the boundaries of the above-referenced lots, and for knowing how many other agents might also be present on the Designated Properties.

b. Each selected agent shall be required to check in with the Princeton Police Department upon arrival at his or her designated property and shall be required to check out with the Princeton Police Department prior to leaving the designated property.

c. Only bow hunting (including the use of cross-bows) shall be permitted. Hunting with firearms of any kind shall be strictly prohibited.

d. UBNJ will select its agents via a lottery system. UBNJ shall supply a hunter identification card and a vehicle pass to each selected agent. The agent shall be required to have the hunter identification card in his or her possession at all times while hunting on Designated Properties and shall be required to display the vehicle pass on the dashboard of his or her vehicle in such a manner that it can be viewed easily from the outside.

e. Only selected agents shall be permitted to perform the Designated Services under this Agreement, and *shall be prohibited from having any non-selected agent or individual with them* while engaged in active hunting.

f. Before any hunting may take place, UBNJ shall provide evidence satisfactory to Princeton that all of the participating agents have passed a proficiency test that shall at a minimum require each individual to shoot 3 out of 4 arrows inside a 9-inch circle from a standing position at least 20 yards from the target, or such other proficiency test as shall be specifically approved by the Princeton Chief of Police or his designee. Princeton's acceptance of such evidence shall not create

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any duty or liability on the part of Princeton. The responsibility for the training and shooting proficiency of UBNJ's agents shall remain with UBNJ.

g. Any agent authorized to hunt on the Designated Properties shall be required to possess the following minimum qualifications and shall be required to provide the following minimum information to Princeton prior to beginning any hunting activities on the designated properties:

- (1) The name and address of the agent.
- (2) The agent's date of birth. No one under the age of 18 shall be permitted to hunt on any of the Designated Properties.
- (3) The agent's license plate number.
- (4) A photocopy of the agent's current hunting license and any applicable State permits.
- (5) A signed Consent to Criminal, Local, and New Jersey Fish and Game Code Violations History Check form, and a signed affidavit that the agent is not prohibited by law from possessing a firearm and has not been convicted of any felonies. The above-referenced history check shall be performed by the Princeton Chief of Police or his designee. No one who is prohibited by law from possessing a firearm, who has been convicted of a felony, who has violated any provisions of the New Jersey Fish and Game Code, or who has violated any State or local regulation pertaining to parks or to hunting shall be permitted to hunt on any of the Designated Properties.
- (6) A copy of the agent's UBNJ-issued hunter identification card.
- (7) A copy of a certificate of insurance confirming coverage as required in paragraph 6 of this Agreement.
- (8) A signed affidavit that the agent has passed UBNJ's marksmanship and proficiency test, which test shall meet the requirements set forth in paragraph 2(f) above.

h. Prior to any hunting activities taking place, UBNJ or UBNJ's agents shall post Princeton-supplied and approved warning signs at the entrances to and along the boundaries of the

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Designated Properties that notify the public that hunting is taking place on said properties.

i. Only white-tailed deer may be hunted; the hunting, shooting, killing, pursuit or removal of any other wildlife shall be strictly prohibited.

j. **Deer drives of any sort whatsoever shall be strictly prohibited.**

k. Any State or local law or regulation to the contrary notwithstanding, **no hunting may take place within 450 feet of an occupied building or structure or school playground** without the prior written consent of the owner, and it shall be solely the responsibility of UBNJ or UBNJ's agents to obtain such consent.

l. Any State or local law or regulation to the contrary notwithstanding, **no hunting whatsoever may take place on Sundays.**

m. No hunting may take place earlier than one-half hour before sunrise or later than one-half hour after sunset. UBNJ shall encourage its agents to discontinue their hunting activities during the period beginning two hours after sunrise and ending two hours before sunset.

n. UBNJ shall encourage its agents to maintain as great a distance as possible between themselves and any trail or road, but **in no event shall hunting take place closer than 20 yards from any trail or road.**

o. Hunting may take place from elevated tree stands only. Only portable stands that do not harm the trees shall be permitted. **Each stand shall bear an identification number and each agent will be required to provide that number when checking in and checking out pursuant to paragraph 2(b) above.** All stands shall be removed no later than ten (10) days following the end of that year's hunting activities on the designated properties.

p. All season dates and bag limits designated by the State of New Jersey Division of

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Fish and Wildlife and the Fish and Game Council for Deer Management Zones 12 and 14 shall apply, **except that in each of the applicable hunting seasons, one antlerless deer must be taken prior to the taking of each antlered deer**, even if the Division of Fish and Wildlife Earn-a-Buck requirement does not apply.

q. All deer killed shall be removed from the designated properties in their entirety; no deer parts or remains shall be left in any park or property.

r. All deer must be checked in at such check station as the New Jersey Division of Fish and Wildlife designates for deer removed pursuant to this Agreement.

s. The release of any nocked arrow, other than in the act of hunting, is prohibited, and no arrow may be nocked until the agent is in position in an elevated tree stand.

t. Vehicles shall be restricted to public roads and designated parking areas.

u. No target practice shall be permitted anywhere on the Designated Properties.

v. The use or possession of drugs or alcohol by any agent while engaged in the performance of the Designated Services is prohibited and in addition to the application of any other penalties, shall result in the immediate termination of this Agreement.

3. Supervision and Enforcement.

a. The agent(s) shall at all times be subject to the oversight and control of the Princeton Chief of Police, or his designee, who shall be authorized to order the cessation of all hunting activities at any time if the safety of any persons or the safety of personal property, including that of Princeton, is threatened as a result of said activity. Violations by the agent of any applicable State or local rules and regulations pertaining to hunting or the use of parkland shall be grounds for terminating the service agreement with the agent and shall be grounds for prohibiting the agent from

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conducting any further hunting activities on any municipally-owned property. Where any such violation has occurred or where persons or personal property are endangered as set forth above, the Chief of Police or his designee is authorized to require that the agent(s) leave the park area immediately and take all steps necessary to eliminate the condition which endangers persons or personal property.

b. All State and local regulations pertaining to parks and to hunting shall remain in full force and effect and nothing herein shall be construed to abrogate same. Any violation of this Agreement, of the terms and conditions set forth herein, or of any applicable State or local regulation, will result in the immediate termination of this Agreement and will subject the agent to any applicable penalties, including but not limited to the general penalties set forth in section 1-6 of the “Code of the Township of Princeton, 1968” (“Code”).

c. The provisions of this Agreement and the provisions of any rules and regulations adopted by the Mayor and Council shall be enforced by the Princeton Police Department.

d. UBNJ shall utilize one or more hunt monitors to ensure compliance with the terms and conditions of this Agreement and all applicable federal, State and local regulations, and to ensure that Princeton’s deer management and deer removal goals set forth in this Agreement are met. **The name(s) of the hunt monitor(s) shall be provided to the Princeton Chief of Police or his designee prior to the start of any hunting activities.** *Under no circumstances will the hunt monitor(s) be permitted to participate in any hunting activities on the designated properties.*

e. UBNJ shall establish and implement a policy setting forth in detail how the agents’ activities will be monitored and violations identified and reported, and shall submit a copy of the policy to the Princeton Chief of Police for his review and approval.

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4. Report. Every two weeks, UBNJ shall submit to the Princeton Police Chief and the Clerk a report that will at a minimum contain the following information:

a. The total number of antlered and antlerless deer taken from each of the Designated Properties;

b. The specific number of antlered and antlerless deer taken by each agent;

c. The number of hunter-hours spent by each agent in the performance of the Designated Services;

d. Whether any agents failed to comply with any of the terms and conditions set forth in this Agreement, even if inadvertently, and the measures taken to correct such violations.

In addition, within thirty (30) days of the completion of the designated services but in no event later than April 15, 2014, UBNJ shall submit a final report to the Clerk, with a copy to the Mayor and Council, containing all of the above information.

5. Project Scope. The goal of the Project is to remove as many deer as possible from the Designated Properties in order to further Princeton's goal of reducing its deer population to a maximum of 20 overwintering deer per square mile. The obligations of this Agreement, however, are separate and distinct from this goal and the parties agree to perform all of their obligations regardless of the number of white-tailed deer finally removed by the Completion Date of the Project.

6. UBNJ Deer Management Program Rules, Regulations & Procedures. UBNJ members hunting on the Designated Properties shall be required to comply with all rules, regulations and procedures established by UBNJ, except that the requirements and limitations set forth in this Agreement shall supersede those established by UBNJ in the event of any inconsistencies between same.

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

ATTEST:

MUNICIPALITY OF PRINCETON

Linda S. McDermott, Clerk

By: _____
Hon. Liz Lempert, Mayor

WITNESS OR ATTEST:

**UNITED BOWHUNTERS OF
NEW JERSEY**

, Secretary

By: _____
, President