

Kesselmeyer, Robin

From: J A Warters <opra+request-2629-2c4e1579@requests.opramachine.com>
Sent: Friday, October 05, 2018 7:05 PM
To: TownClerk
Subject: OPRA request - Current Professional services contract between John P. Inglesino, Esq. and / or any affiliated companies and the Town of Morristown

Dear Town of Morristown,

This is a request for public records made under OPRA and the common law right of access. Please acknowledge receipt of this message.

Records requested:
Current Professional services contract between John P. Inglesino, Esq. and / or any affiliated companies and the Town of Morristown, New Jersey

Yours faithfully,

J A Warters

Please use this UNIQUE email address for all replies to this request and no other:
opra+request-2629-2c4e1579@requests.opramachine.com

Is townclerk@townofmorristown.org the wrong address for OPRA requests to Town of Morristown? If so, please contact us using this form:

https://opramachine.com/change_request/new?body=town_of_morristown

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

<https://opramachine.com/help/officers>

View this OPRA request & responses online:

https://opramachine.com/request/current_professional_services_co_2

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

RECEIVED
10-9-18

7314

TG Vij on 10/9 ✓

THIS CONTRACT, entered into this 1st day of July

BY AND BETWEEN

THE TOWN OF MORRISTOWN, a Municipal Corporation located at 200 South Street, Morristown, New Jersey 07963 (hereinafter referred to as "Morristown")

- and -

JOHN P. INGLESINO, ESQ. of the firm INGLESINO TAYLOR, LLC an Attorney at Law of the State of New Jersey with offices located at 204, Parsippany, New Jersey 07054 (hereinafter the "Special Redevelopment Counsel")

WITNESSETH:

WHEREAS, Morristown requires certain specialized legal services for the Town of Morristown; and

WHEREAS, the Special Redevelopment Counsel is willing to perform such services for Morristown.

NOW, THEREFORE, it is agreed by and between the parties hereto that:

1. This Agreement shall constitute a Professional Services Contract for the Special Redevelopment Counsel are required by Morristown.

2. John P. Inglesino, Esq. of the firm Inglesino, Webster, Wysocki & Taylor, LLC shall be the Special Redevelopment Counsel in this Agreement as the "Special Redevelopment Counsel".

3. **SCOPE OF SERVICES.** The Special Redevelopment Counsel shall perform all necessary services as required in connection with redevelopment issues in a satisfactory and proper manner. To the extent the Special Redevelopment Counsel law firm perform services or activities as an attorney at law on behalf of Morristown, they shall be as an independent professional contractor under the Professional Services Contract.

4. **COMPENSATION.** The Special Redevelopment Counsel shall be compensated at the rate of One Hundred and Fifty Dollars (\$150.00) per hour for services performed. The Special Redevelopment Counsel shall have the authority to delegate, from time to time, legal work to other attorneys, clerical or other personnel, in which case, such personnel shall be compensated in the same direction, to be compensated at the same rate. The Special Redevelopment Counsel shall also be responsible for the cost of all out-of-pocket expenses incurred by the Special Redevelopment Counsel in the performance of its duties.

delegate work to para-professionals and law clerks under her supervision and direction (which work is within their competence to perform), and such para-professionals and law clerks shall be compensated at the rate of One Hundred Dollars (\$100.00) per hour. Those additional services for para-professionals and law clerks shall be included within invoices of the Special Redevelopment Counsel. The Special Redevelopment Counsel shall be reimbursed at cost for expenses incurred for duplication, filing fees, court reporters and other reasonable out-of-pocket expenses advanced and/or incurred by the Special Redevelopment Counsel. The Special Redevelopment Counsel shall be reimbursed for direct charges including disbursements that are actual expenses incurred by the Professional and/or her associated firm in connection with such legal services, and include, but are not limited to:

- (a) Telegrams, faxes and long distance (Out-of-State) telephone calls.
- (b) Payment of filing fees, review fees and similar charges.
- (c) Computer expenses including time and proprietary program charges.
- (d) Outside printing, reproduction, binding, collating and other graphic services.
- (e) Messenger service, postage and handling of drawing and specifications, reports, contracts

and other bulky items.

The total compensation described herein shall not exceed the amount appropriated for Special Redevelopment Counsel unless authorized by the Mayor or Morristown Council or for the performance of added emergent legal services for redevelopment issues. Consistent with current practice, monthly invoices shall be submitted detailing all of the services that are performed.

5. **TIME AND PERFORMANCE.** Services of the Special Redevelopment Counsel under this Agreement shall be performed for the period commencing January 1, 2018 and ending December 30, 2018. This Contract, however, shall be reviewed annually by the Morristown Town Council and modified to conform to the annual budget and such other changes as are agreed upon.

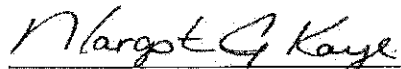
The billing for payment under this Contract shall be by the submission of vouchers stating specifically the hours of services rendered and a detailed description of the services performed. Payment shall be in accordance with the specified salary and approved vouchers.

6. **PART II - TERMS AND CONDITIONS INCORPORATED HEREIN.** Part II-Terms and Conditions; attached hereto and made a part hereof, is incorporated into and made part of this Contract, except to the extent inconsistent with the terms and provisions herein, or any Morristown Ordinance, or any law of the State of New Jersey.

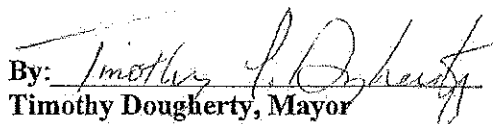
IN WITNESS WHEREOF, the parties hereto set their hands and seals as of the date first above written.

ATTEST:

TOWN OF MORRISTOWN, a Municipal
Corporate of the State of New Jersey

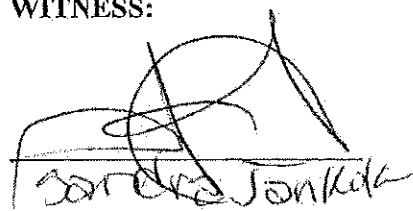


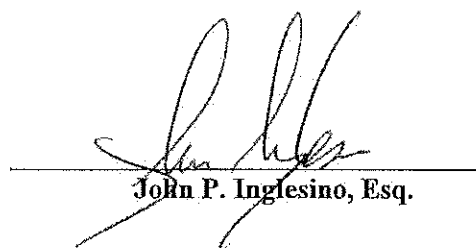
~~Kevin D. Harris~~, Municipal Clerk
MARGOT G. KAYE

By: 

Timothy Dougherty, Mayor

WITNESS:


Sandra Jonkida


John P. Inglesino, Esq.

TOWN OF MORRISTOWN
CONTRACT FOR PROFESSIONAL SERVICES

PART II
TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT.

Notwithstanding the term of this contract or any other provisions, Morristown may terminate this contract at any time by a notice in writing from Morristown to the Special Redevelopment Counsel (hereinafter sometimes referred to as the "Consultant"). Termination may be for cause or for the convenience of Morristown. No reason for termination is required or need be cited by Morristown, which reserves the right and option to terminate this Contract at any time. In the event of termination, all unfinished or finished documents, data, studies, legal research, files and reports prepared by the consultant under this contract or prior contracts for the same or similar services to Morristown, shall, at the option of Morristown, become its property and shall be delivered to Morristown, become its property and shall be delivered to Morristown upon its request. Subsequent to the delivery of the foregoing, the Consultant shall be entitled to receive just and equitable compensation for all satisfactory work completed by the Consultant at the rate and to the maximum amount specified in Part I of this Contract. Notwithstanding the above, the Consultant shall not be relieved of liability to Morristown by virtue of any breach of the contract by the Consultant for the purpose of set off until such time as the exact amount of damages or other losses due Morristown from the Consultant is determined. The Consultant shall have no right to retain or withhold any documents, data, studies, reports, etc., prepared by the Consultant for or on behalf of Morristown, regardless of whether payment has been made therefor, and the Consultant waives any lien she may have to the same. The Consultant's rights and claims shall be limited to monetary compensation as specified in this Contract.

2. CHANGES AND AMENDMENTS.

Morristown may, from time to time, request changes or amendments in the scope of the services of the Consultant to be performed hereunder. Such changes or amendments, including changes in the amount of the Consultant's compensation, which are mutually agreed upon by and between Morristown and the Consultant, shall be incorporated into written amendments to this Contract and submitted to Morristown for approval. No change or amendment which enlarges the scope of the services or changes the amount of the Consultant's compensation shall be valid or binding upon Morristown until duly authorized by formal action of the governing body.

3. PERSONNEL.

Consultant represents that she has or will secure at her own expense all personnel, equipment, materials, books, secretarial services, utilities and other materials in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with Morristown. All services required hereunder will be performed by the Consultant or under her supervision. All trials, hearings and appearances, in the case of attorneys, shall be performed by the named Consultant unless otherwise authorized by the Municipal Attorney.

4. CLAIMS AND DISPUTES PERTAINING TO COMPENSATION OR RATES.

Claims or disputes pertaining to rates or other compensation for the Consultant or any of her employees performing work under this Contract shall not delay or affect the continued performance of the Consultant hereunder. All or portions of payments requested in vouchers submitted by Consultant may be withheld by Morristown, without liability and without affecting the progress of the work hereunder, until the claim or dispute has been satisfactorily resolved.

5. COMPLIANCE WITH THE LAWS.

Consultant shall comply with all applicable laws, ordinances and codes of the State and all other governmental agencies having jurisdiction and shall and does hereby agree to forever defend Morristown with respect to full compliance therewith.

6. INSURANCE.

Consultant will carry all statutory workers compensation insurance for her employees and will provide professional liability insurance with a minimum aggregate limit of \$250,000.00. If requested, the Consultant shall deliver certificates of insurance, satisfactory in form and content to Morristown, forthwith.

7. PERSONAL SERVICE CONTRACT.

This is a personal service contract with the Consultant and she may not assign, sublet or transfer this Contract, nor any interest herein, nor any of the services required to be performed hereby, without the written consent of Morristown.

8. DIRECTIONS AND AUTHORIZATION.

All work hereunder shall be performed at the direction of and under the supervision of the director of the department of the municipality for which the services are being performed. The Special Redevelopment Counsel services shall be in accordance with her responsibilities under the Town Code, this Contract and applicable law. In addition, the Consultant agrees to accept direction only from the Business Administrator, the Mayor, Town Attorney, or by formal action of the governing body; performing services at the request of any other agency, official, or employee shall constitute a violation of this Contract and shall not in any way bind Morristown.

9. ORAL MODIFICATION.

This Contract may not be modified or changed orally.

10. AFFIRMATIVE ACTION.

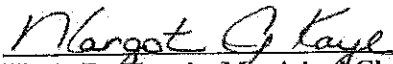
The Consultant agrees to submit within seven (7) days of this contract one of the following:

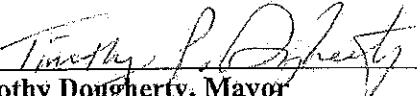
-
- A. A photocopy of its Federal Letter of Affirmative Action Plan Approval; or
 - B. A photocopy of its Certificate of Employees Information Report, or
 - C. A completed Affirmative Action Employee Information Report (AA 392).

The Consultant further agrees to comply with the mandatory requirements set forth in Exhibit "A" attached hereto and made a part hereof.

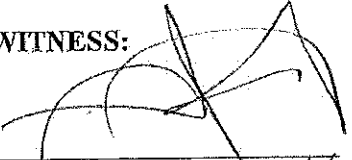
ATTEST:

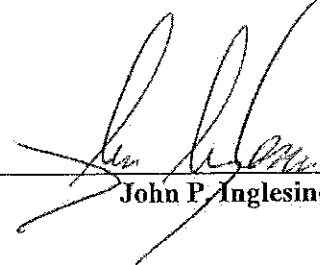
TOWN OF MORRISTOWN, a Municipal
Corporation of the State of New Jersey


Kevin D. Harris, Municipal Clerk
MARGOT S. KAYE

By: 
Timothy Dougherty, Mayor

WITNESS:


Sandra L. Jankov
Office Admin


John P. Inglesino, Esq.

Certification 45296

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

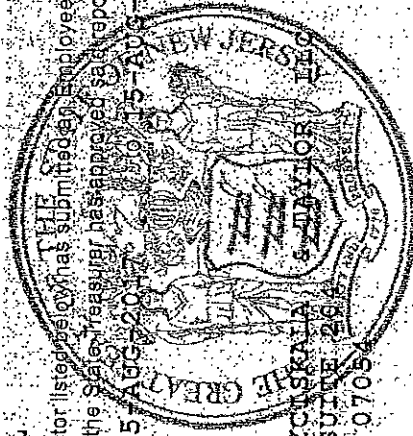
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15 AUG 2017 TO 15 AUG 2024



Ford M. Scudder

FORD M. SCUDDER
State Treasurer



INGLESINO, WEBSTER, WYOMISKAIA & HAYLOR INC.
600 PARSIPPANY ROAD, SUITE 200
PARSIPPANY NJ 07054

THIS CONTRACT, entered into this 1st day of January, 2018

BY AND BETWEEN

THE TOWN OF MORRISTOWN, a Municipal Corporation of the State of New Jersey, with offices located at 200 South Street, CN 914, Morristown, New Jersey 07963-09140 (hereinafter "Morristown" or "Town");

- and -

THE FIRM OF INGLESINO, WEBSTER, WYCISKALA & TAYLOR, LLC an Attorney at Law of the State of New Jersey, with offices located at 600 Parsippany Road, Suite 204, Parsippany, New Jersey 07054 (hereinafter collectively referred to as the "Assistant Municipal Attorney");

WITNESSETH:

WHEREAS, Morristown requires certain legal services pertaining to the preparation of ordinances, resolutions and attendance at Town Council meetings (hereinafter collectively referred to as the "Legal Services"); and

WHEREAS, the Assistant Municipal Attorney is willing to perform such Legal Services for the Town of Morristown.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. All of the above recitals are incorporated by this reference and made a part hereof as though fully set forth at length herein.

2. This Contract shall constitute a Contract for Professional Services between the parties hereto.

3. **SCOPE OF SERVICES.** The Assistant Municipal Attorney agrees to perform all of the necessary Legal Services as required for Morristown and as may be assigned to the Assistant Municipal Attorney and the Assistant Municipal Attorney shall do, perform and carry out such Legal Services in a satisfactory and proper manner. To the extent the Assistant Municipal Attorney or any attorney in his firm performs the Legal Services or other assigned and authorized activities as an attorney at law on behalf of Morristown, the Assistant Municipal Attorney's services or those of attorneys in his firm shall be deemed

to be those of independent professional contractors under this Professional Services Contract with Morristown.

4. **COMPENSATION.** The Assistant Municipal Attorney shall be compensated as follows:

There shall be a monthly retainer of Six Thousand Dollars (\$6,000.00) per month, each and every month, as a retainer to prepare and/or approve as to form and legality all resolutions and ordinances to be executed, passed or adopted by the Town Council, to review upon the Town Council's request, all materials as to form and legality requiring the Town Council's approval before the approval thereof, and to attend meetings of the Town Council, for a total amount not to exceed Seventy-Two Thousand Dollars (\$72,000.00) per year.

In addition, should the Assistant Municipal Attorney be assigned other special projects by the Director of Law/Municipal Attorney, the Assistant Municipal Attorney shall be provided additional compensation at an hourly rate not to exceed One Hundred Fifty Dollars (\$150.00) per hour for such other special projects.

The Assistant Municipal Attorney shall be reimbursed at cost for expenses incurred for duplication and other reasonable out-of-pocket expenses advanced and/or incurred by the Assistant Municipal Attorney. The Assistant Municipal Attorney shall be reimbursed for direct charges including disbursements that are actual expenses incurred by the Assistant Municipal Attorney in connection with the Legal Services, and include, but are not limited to:

- (a) Telegrams, faxes and long distance (Out-of-State) telephone calls.
- (b) Payment of filing, application fees, review fees and similar charges.
- (c) Computer expenses including time and proprietary program charges.
- (d) Outside printing, reproduction, binding, collating and other graphic services.
- (e) Messenger service, postage and handling of drawings and specifications, reports, contracts and other bulky items.

The total compensation described herein shall not exceed the amount appropriated for the Assistant Municipal Attorney, that is, Seventy-Two Thousand Dollars (\$72,000.00), unless authorized by the Mayor or Morristown Town Council. Consistent with current practice, monthly invoices shall be submitted detailing all of the services that are performed.

5. **TIME AND PERFORMANCE.** Services of the Assistant Municipal Attorney under this Contract shall be performed for the period commencing January 1, 2018 and ending December 31, 2018. This Contract, however, shall be reviewed annually by Morristown Council and modified to conform to the annual budget and such other changes as are agreed upon.

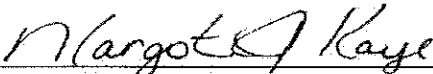
The billing for payment under this Contract shall be by the submission of monthly invoices detailing specifically the hours of services rendered and a detailed description of the Legal Services performed. Payment shall be in accordance with the and approved vouchers.

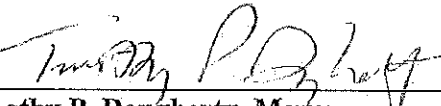
6 **PART II - TERMS AND CONDITIONS INCORPORATED HEREIN.** Part II, Terms and Conditions, attached hereto and made a part hereof, is incorporated into and made part of this Contract, except to the extent inconsistent with the terms and provisions herein, or any Morristown Ordinance, or any law of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto set their hands and seals as of the date first above written.

ATTEST:

TOWN OF MORRISTOWN, a Municipal Corporation of the State of New Jersey

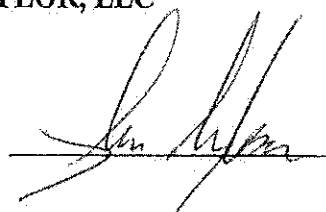

KEVIN D. HARRIS, Municipal Clerk
MARGOT G. KAYE

By: 
Timothy P. Dougherty, Mayor

WITNESS:

INGLESINO, WEBSTER, WYCISKALA & TAYLOR, LLC


Sandra L. Jankota
Office Mgr

By: 

TOWN OF MORRISTOWN
CONTRACT FOR PROFESSIONAL SERVICES
PART II
TERMS AND CONDITIONS

1. TERMINATION OF CONTRACT.

Notwithstanding the term of this contract or any other provisions, Morristown may terminate this contract at any time by a notice in writing from Morristown to the Assistant Municipal Attorney (hereinafter sometimes referred to as the "Consultant"). Termination may be for cause or for the convenience of Morristown; no reason for termination is required or need be cited by Morristown, which reserves the right and option to terminate this contract at any time. In the event of termination, all unfinished or finished documents, data, studies, legal research, files and reports prepared by the Consultant under this Contract or prior Contracts for the same or similar services to Morristown, shall, at the option of Morristown, become its property and shall be delivered to Morristown upon Morristown's request. Subsequent to the delivery of the foregoing, the Consultant shall be entitled to receive just and equitable compensation for all satisfactory work completed by the Consultant at the rate and to the maximum amount specified in Part I of this Contract. Notwithstanding the above, the Consultant shall not be relieved of liability to Morristown by virtue of any breach of the Contract by the Consultant for the purpose of set-off until such time as the exact amount of damages or other losses due Morristown from the Consultant is determined. The Consultant shall have no right to retain or withhold any documents, data, studies, reports, etc., prepared by the Consultant for or on behalf of Morristown, regardless of whether payment has been made therefor, and the Consultant waives any lien he or she may have to the same. The Consultant's rights and claims shall be limited to monetary compensation as specified in this contract.

2. CHANGES AND AMENDMENTS.

Morristown may, from time to time, request changes or amendments in the scope of the services of the Consultant to be performed hereunder. Such changes or amendments, including changes in the amount of the Consultant's compensation, which are mutually agreed upon by and between Morristown and the Consultant, shall be incorporated into written amendments to this Contract and submitted to Morristown for approval. No change or amendment which enlarges the scope of the services or changes the amount of the Consultant's compensation shall be valid or binding upon Morristown until duly authorized by formal action of the governing body.

3. PERSONNEL.

Consultant represents that he or she has or will secure at his or her own expense all personnel, equipment, materials, books, secretarial services, utilities and other materials in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with Morristown. ~~All services required hereunder will be performed by the Consultant or under his or her supervision.~~

4. CLAIMS AND DISPUTES PERTAINING TO COMPENSATION OR RATES.

Claims or disputes pertaining to rates or other compensation for the Consultant or any of his or her employees performing work under this Contract shall not delay or affect the continued performance of the Consultant hereunder. All or portions of payments requested in vouchers submitted by Consultant may be withheld by Morristown, without liability and without affecting the progress of the services and work hereunder, until the claim or dispute has been satisfactorily resolved.

5. COMPLIANCE WITH THE LAWS.

Consultant shall comply with all applicable laws, ordinances and codes of the State and all other governmental agencies having jurisdiction and shall and does hereby agree to forever defend Morristown with respect to full compliance therewith.

6. PROHIBITION ON CAMPAIGN CONTRIBUTIONS.

Consultant agrees, acknowledges and understands that pursuant to the terms of N.J.S.A. 19:44A-20.5 et seq., and Morristown's Local Unit Pay to Play Ordinance adopted by referendum that he is prohibited from making a reportable campaign contribution during the term of the Contract to a municipal candidate, municipal candidate committee (individual or joint) or municipal political party committee in the Town of Morristown if a member of that political party is in an elective public office of the municipality when the contract is awarded.

Consultant agrees, acknowledges and agrees to abide by the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq., and Morristown's Local Unit Pay to Play Ordinance adopted by referendum as well as any and all relevant Executive Orders and the New Jersey Election Law Enforcement Commission disclosure requirements.

7. INSURANCE.

Consultant will carry all statutory workers compensation insurance for its employees and will provide professional liability insurance with a minimum aggregate limit of \$250,000.00. If requested, the Consultant shall deliver certificates of insurance, satisfactory in form and content to Morristown, forthwith.

8. PERSONAL SERVICE CONTRACT.

This is a personal service contract with the Consultant and neither he/she nor their firm, may assign, sublet or transfer this Contract, nor any interest herein, nor any of the services required to be performed hereby, without the express written consent of Morristown.

9. DIRECTIONS AND AUTHORIZATION.

All work hereunder shall be performed at the direction of and under the supervision of the director of the department of the municipality for which the services are being performed; the Assistant Municipal Attorney's services shall be in accordance with his responsibilities under the Code, this Contract and the applicable law. In addition, the Assistant Municipal Attorney agrees to accept direction only from the Mayor, Business Administrator, the Director of Law/Municipal Attorney, or, by formal action of the Morristown Town Council. Any performance of Legal Services at the request of any other agency, official,

or employee shall constitute a violation of this Contract by the Assistant Municipal Attorney and shall not in any way bind Morristown.

10. ORAL MODIFICATION.

This Contract may not be modified or changed orally.

11. AFFIRMATIVE ACTION.

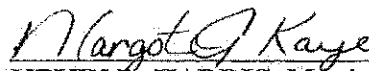
The Assistant Municipal Attorney agrees to submit within seven (7) days of this contract one of the following:

- A. A photocopy of its Federal Letter of Affirmative Action Plan Approval, or
- B. A photocopy of its Certificate of Employees Information Report, or
- C. A completed Affirmative Action Employee Information Report (AA 392).

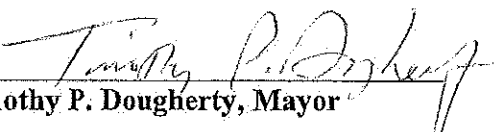
The Assistant Municipal Attorney further agrees to comply with the mandatory requirements set forth in Exhibit "A" attached hereto and made a part hereof.

ATTEST:

**TOWN OF MORRISTOWN, a Municipal
Corporation of the State of New Jersey**



KEVIN D. HARRIS, Municipal Clerk
MARGOT G. KAYE

By: 

Timothy P. Dougherty, Mayor

WITNESS:

**INGLESINO, WEBSTER, WYCISKALA &
TAYLOR, LLC**



Sandra L. Jankola
Office Admin.

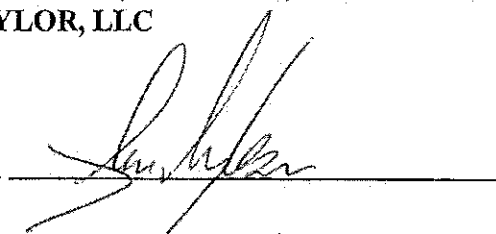
By: 

EXHIBIT "A"

P.L. 1975, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this Contract, the Contractor agrees as follows:

The Assistant Municipal Attorney (hereinafter sometimes referred to as "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, sex, affectional or sexual orientation. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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, sex, affectional or sexual orientation.

The Contractor or Subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this Act 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 the regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or Subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by ~~the Affirmative Action Office pursuant to P.L. 1975, c.127, as amended and supplemented from time to~~ time.

The Contractor or Subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, 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.

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, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as maybe 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17: 27).