

**SOUTH ORANGE VILLAGE**  
**Municipal Offices**  
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## **RESOLUTION #2021-025**

**FEBRUARY 8, 2021**

### **RESOLUTION AUTHORIZING AGREEMENT, ON NON-FAIR AND OPEN BASIS, BY AND BETWEEN TOWNSHIP OF SOUTH ORANGE VILLAGE AND DR. TINA MASCHI FOR SERVICES RELATED TO THE SOUTH ORANGE CARE & COMMUNITY JUSTICE PROJECT**

**WHEREAS**, the Township of South Orange Village ("South Orange") and Essex County have created the Care & Community Justice Project as a pilot program to better serve their residents and visitors that suffer as a result of domestic violence, homelessness, drug addiction, juvenile delinquency, mental illness, police mistrust and will benefit from social work and restorative practices; and

**WHEREAS**, the Care & Community Justice Project is intended to further enhance the South Orange Police Department's cultural improvements already under way and permanently embed care and compassion service values into Police Department operational strategy, protocol, and day to day interactions; and

**WHEREAS**, it shall be the intent of the Care & Community Justice Project to develop best practices that are data driven and scalable so that they can be replicated across other Essex County communities and beyond; and

**WHEREAS**, South Orange wishes to engage the services of Dr. Tina Maschi, on a non-fair and open basis, for an amount not to exceed \$17,500, to assist in the implementation of the Care & Community Justice Project and recognizes that Dr. Tina Maschi may also do business as Wisdom Creation, LLC. Monthly retainer to be \$5000.00 per month for three (3) months

**NOW THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Township of South Orange Village that:

1. The annexed Agreement or agreement in substantially the same form and content is hereby approved.
2. The Village President is hereby authorized to execute an agreement in substantially the same form and content.



### **CERTIFICATION OF AVAILABLE FUNDS**

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Gregory Bock, Village Treasurer of the Township of South Orange Village, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these funds upon the passage of this resolution.

01-2010-25-1212-B00      Police o/e      NTE# 15,000 -  
Line Item      Description      Amount  
58      2/8/21  
Gregory Bock, Village Treasurer      Date

Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Clarke		X	X			
Coallier			X			
Hartshorn Hilton			X			
Jones			X			
Schnall	X		X			
Zuckerman			X			

### **CERTIFICATION**

I, Ojetti E. Davis, Acting Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their regular meeting held on Monday, February 8, 2021.

  
Ojetti E. Davis  
Acting Village Clerk



AGREEMENT  
BY AND BETWEEN  
TOWNSHIP OF SOUTH ORANGE VILLAGE AND DR. TINA MASCHI AS PROJECT  
MANAGER/CONSULTANT FOR THE  
SOUTH ORANGE CARE & COMMUNITY JUSTICE PROJECT

Whereas, the Township of South Orange Village ("South Orange") and Essex County desire to create the Care & Community Justice Project (the "Project") as a pilot program to better serve their residents and visitors that suffer as a result of domestic violence, homelessness, drug addiction, juvenile delinquency, mental illness, police mistrust and will benefit from social work and restorative practices; and

Whereas, the Project is intended to further enhance the South Orange Police Department's cultural improvements already under way and permanently embed care and compassion service values into Police Department operational strategy, protocol, and day to day interactions; and

Whereas, the Project is intended to result in best practices that are data driven and scalable so that they can be replicated across other Essex County communities and beyond; and

Whereas, the Township of South Orange Village wishes to engage Dr. Tina Maschi under a three month consultant contract, priced based on a monthly retainer of \$5,000 and a minimum of 20 hours a week. Dr. Maschi will invoice services monthly under the contract and will be paid in full upon completion of the Project deliverables; and

Whereas, Dr. Tina Maschi also does business as Wisdom Creation, LLC and Wisdom Creation, LLC agrees to furnish Dr. Maschi's personal services in this regard.

Now, therefore, the Parties execute this Agreement to memorialize their desire, roles and intent to successfully implement the Care & Community Justice Project.

1. Deliverables, Roles and Scope of Services:

- a. South Orange shall create and fund a pilot program to be known as the Care & Community Justice Project.
- b. South Orange engages Dr. Tina Maschi, and/or Wisdom Creation, LLC (provided Wisdom Creation, LLC is properly registered and qualified to contract with South Orange) to provide services as Project Manager/Consultant on the South Orange Care & Community Justice Project.
- c. In the role of Project Manager/Consultant, Dr. Tina Maschi will consult on matters concerning academic, research and programming with roles and duties as follows: Provide Project management oversight to ensure the deliverables (detailed in proposal) are met in a timely manner, complete needs assessment, undertake research where needed to support recommendations, provide a summary reflecting the programmatic/policy recommendations, prepare and submit publication, attend community collaboration meetings (as needed) and support in any grant requisition applications.

- d. To the extent Wisdom Creation, LLC is properly registered and qualified to do business with South Orange, South Orange agrees to remit payment to Wisdom Creation, LLC on behalf of and for the services of Dr. Tina Maschi during her tenure serving as Project Manager/Consultant for the South Orange Care & Community Justice Project using the party and account information to be provided by Dr. Maschi.
  - e. This Agreement does not commit South Orange to the traditional role of employer. As stated below, South Orange is not responsible for the payment of withholding taxes, unemployment insurance, worker's compensation insurance, social security, pensions, retirement fees, licenses or other fees. Such costs are the responsibility of the Wisdom Creation, LLC
  - f. To the extent Wisdom Creation, LLC is not properly registered and qualified to do business with South Orange, South Orange agrees to remit payment to Dr. Tina Maschi.
2. Term: This Agreement shall commence on February 1, 2021, and shall continue to and include April 30th, 2021, unless it is terminated by either party by written notice 30 days prior to the termination date.
3. Independent Contractor Status: South Orange, Wisdom Creation, LLC and Dr. Tina Maschi (South Orange, Wisdom Creation, LLC and Dr. Tina Maschi are hereby collectively referred to as the "Parties") and any consultants, liaisons, volunteers, and/or other Care & Community Justice Projects partners/participants, shall be deemed at all times to be independent contractors and are wholly responsible for the manner in which they perform the services and work requested by the Care & Community Justice Project under this Agreement. As independent contractors, neither of the Parties, or their employees or agents will hold themselves out as, or claim to be, officers or employees of the other, or make any claim to any right or privilege applicable to one of the other, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or employee benefits, retirement membership or credit. All experts or consultants or employees who are engaged to provide services in furtherance of the Care & Community Justice Project under this Agreement will not be employees of the Care & Community Justice Project and will not otherwise be under contract to the Care & Community Justice Project. Each of the respective parties alone shall be responsible for their employees' work, direction, compensation and personal conduct while engaged under this Agreement. Nothing in this Agreement shall impose any liability or duty for any acts, omissions, liabilities or obligations of any person, firm, company, agency, association, expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent employed or engaged by one of the other parties, or for taxes of any nature, including, but not limited to, worker's compensation, unemployment insurance, disability benefits and social security to any person, firm or corporation affiliated with one of the other parties.
4. Confidential Information: In the course of work, the Parties may have access to or learn of information and records that are not rightfully in the public domain in the course of providing Services under this Agreement and/or in furtherance of the Care & Community Justice Project.



The Parties agrees to treat such information as confidential and not share it with persons or organizations without appropriate prior written approval.

5. Intellectual Property: Copyright in all deliverable items produced in whole or in part under this agreement vests in South Orange and may not be the subject to an application for copyright by or on behalf of either Wisdom Creations, LLC or Dr. Tina Maschi. To the extent that such deliverable are not works made for hire, Wisdom Creation, LLC and/or Dr. Tina Maschi assign all copyright in such items to South Orange and will execute any further documents necessary to perfect title in South Orange.
6. Audits: The Parties will keep and maintain efficient, complete and separate books and records concerning any and all costs incurred in the performance of this Agreement. Such books and records shall be kept available for examination by an independent auditor at all reasonable times and places during the period of this Agreement and for six (6) years from the date of termination.
7. Indemnification: The Parties and their respective members, affiliates, partners, elected officials, officers, directors, employees, agents and representatives, shall indemnify and hold harmless each other harmless, from and against any and all claims, orders, damages, liabilities (including those for personal injury, death or property damage), costs and expenses, including reasonable attorney's fees and expenses, in whole or in part arising from or related to actions or omissions with respect to performance under this Agreement or in connection with the Care & Community Justice Project.

These indemnity obligations shall survive the termination or expiration of this Agreement.

On this \_\_\_\_ day of \_\_\_\_\_, 2021, the parties have executed this Agreement.

Township of  
South Orange Village

Dr. Tina Maschi  
d/b/a Wisdom Creation, LLC

Dr. Tina Maschi

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_