

CITY COUNCIL**The City of Orange Township, New Jersey**DATE March 2, 2021NUMBER 124-2021

TITLE: A RESOLUTION RATIFYING AND AUTHORIZING THE MEMORANDUM OF AGREEMENT BETWEEN LAGNIAPPE FOODS COMPANY AND THE CITY OF ORANGE TOWNSHIP IN THE AGGREGATE AMOUNT OF \$52,000.00 INCLUDING \$24,000.00 FROM MARCH THROUGH DECEMBER OF 2020 AND \$28,800.00 FOR CALENDAR YEAR 2021.

WHEREAS, the Lagniappe Food Company (“Lagniappe”) and the City of Orange Township (“the City”) are entering into a Memorandum of Agreement, a copy of which is attached hereto; and

WHEREAS, Lagniappe and the City have been collaborating for the purpose of storage and cold food storage space for COVID-19 Food Distribution Program; and

WHEREAS, the City enlisted the services of Lagniappe to provide the necessary and required storage space for cold food and other items regarding the City’s COVID-19 Food Program; and

WHEREAS, the City will be responsible for all costs associated with storage services for the COVID-19 Food Program at Lagniappe. The City will pay Lagniappe the invoiced amount of \$24,000.00 from the period of March 2020 through December 31, 2020. From January 1, 2021, through and including December 31, 2021, or for as long as the City operates the COVID19 response community food distribution program, the City agrees to be invoiced at a cost of \$2,400.00 per month for a total amount not to exceed \$28,800.00 for the calendar year 2021; and

WHEREAS, in consideration of the terms as outlined in the proposed Memorandum of Agreement, Lagniappe has provided, and shall continue to provide, cold and dry storage for the COVID-19 food distribution program to the City.

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, copy of which is attached hereto and certifying that the funds are available in Account No. 1-01-28-364-000-508.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Orange Township as follows:

1. The Memorandum of Agreement between the Lagniappe Food Company and the City of Orange Township be and is hereby ratified and affirmed.

Adopted: March 2, 2021

Joyce L. Lanier
City Clerk

Kerry J. Coley
Council President

CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
NEXT BUDGET

I, Nile Clements, Chief Financial Officer for the City of Orange Township, do hereby confirm that based on the Quote or RFP, RFQ, bid results or "extraordinary unspecifiable services" without competitive bids for 2021 service contract, and the resolution to be presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2021 Budget, there will be sufficient funds to contract with:

Vendor Name: Lagniappe Louisiana Food Specialties Inc.
Address: 546 Mitchell Street

City: Orange
State: New Jersey
Zip Code: 07050

Purpose: COVID-19 Food Storage space for cold food
Vendor ID: LAGNI005

Temporary Budget: \$ 6,000.00
Fund: Current Fund
Line Description REC - Recreation - Rentals & Leases
Account Numbers(s): CY'21 1-01-28-364-000-508

The remainder of: \$ 18,000.00
will be provided in
Fund: Current Fund
Line Description REC - Recreation - Rentals & Leases
Account Numbers(s): CY'21 1-01-28-364-000-508

Purchase Order #: 21-00572

Amount not to exceed: \$ 24,000.00

Division Head

Date

Nile Clements

2/25/2021

Chief Financial Officer

Date



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: LAGNIAPPE LOUISIANA FOOD SPECIALTIES INC
Trade Name:
Address: 546 MITCHELL STREET
ORANGE, NJ 07050-1301
Certificate Number: 0158092
Effective Date: March 26, 1985
Date of Issuance: February 24, 2021

For Office Use Only:
20210224164402313

MEMORANDUM OF AGREEMENT

BETWEEN

CITY OF ORANGE TOWNSHIP

AND

LAGNIAPPE FOODS COMPANY

The **CITY OF ORANGE TOWNSHIP** (hereinafter referred to as “the City”) and the **LAGNIAPPE FOODS** (hereinafter referred to as “Lagniappe”) desire to collaborate for the purpose of storage and cold food storage space for COVID-19 Food Program.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1) The City hereby enlists the services of Lagniappe to provide the necessary and required storage space for cold food and other items regarding the City’s COVID-19 Food Program.
- 2) The City will be responsible for all costs associated with storage services for the COVID-19 Food Program at Lagniappe. The City will pay Lagniappe the invoiced amount of \$24,000.00 from the period of March 2020 through December 31, 2020. From January 1, 2021, through and including December 31, 2021, or for as long as the City operates the COVID19 response community food distribution program, the City agrees to be invoiced at a cost of \$2,400.00 per month for a total amount not to exceed \$28,800.00 for the year 2021.
- 3) **Terms of Agreement.** This agreement will shall be retroactive to March 1, 2020, and will continue until the provision of the cancellation clause is invoked but, in no event, beyond December 31, 2021.

- 4) In consideration of the sums set forth in paragraph 2 hereof, Lagniappe has provided, and shall continue to provide, cold and dry storage for the COVID-19 food distribution program to the City.
- 5) **Cancellation** Either party may cancel this agreement by written notice of such intention with advance notice of sixty (60) calendar days.
- 6) **Confidentiality** The terms of this Agreement shall be kept confidential to the extent allowed by New Jersey law. The confidentiality provision is a material term of the Agreement and survives the performance of every term in this Agreement.
- 7) **Governing Law** Whereas, the primary and sole operational duties of the City and Lagniappe are performed in the State of New Jersey, this agreement shall be governed by the laws of the State of New Jersey.
- 8) **Indemnification Clause** In consideration of Lagniappe permitting the use of storage and cold food storage space as outlined above, the City shall indemnify and hold harmless Lagniappe for any damage to persons or property resulting from the use of the subject space as set forth above.

The City agrees to indemnify Lagniappe and hold it harmless and further agrees that Lagniappe assumes no responsibility or liabilities for any and all claims; actions; damages; liability and expense which includes, but are not limited to attorney fees, personal injury, damage to property and/or loss/theft of property arising from or out of the occupancy/use by the City of Lagniappe's facilities occasioned wholly or in part by any action or omission of the City; its Agents; Contractors; Subcontractors; Employees; Representatives or Invitees.

9) **Insurance Certificate** The City agrees to add Lagniappe as an additional insured under its general liability insurance policy for the purposes of this Agreement.

The terms of this Memorandum of Agreement are subject to the approval of and ratification by the City of Orange Township Municipal Council.

LAGNIAPPE FOODS COMPANY

CITY OF ORANGE TOWNSHIP

Tom Dowd
President

Honorable Dwayne D. Warren, Esquire
Mayor

Dated:

Dated: