

**CITY COUNCIL**

**The City of Orange Township, New Jersey**

**DATE** December 5, 2023

**NUMBER** 472-2023

**TITLE: A RESOLUTION EXTENDING THE AGREEMENT BETWEEN LAGNIAPPE FOODS COMPANY AND THE CITY OF ORANGE TOWNSHIP FOR CALENDAR YEAR 2023 IN AN AMOUNT NOT TO EXCEED \$7,200.00**

**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 Lagniappe Food Company (" Lagniappe") and the City of Orange Township (" the City") entered into a Memorandum of Agreement to provide the necessary and required storage space for cold food and other items regarding the City' s COVID- 19 Food Program from January 1, 2021, through and including December 31, 2021, or for as long as the City operates the COVID 19 response community food distribution program; and

**WHEREAS**, the City continues to operate the COVID 19 response community food distribution program; and

**WHEREAS**, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto certifying that funds are available for this purpose in Account No. 3-01-28-364-000-508.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Orange Township as follows that the Memorandum of Agreement between the Lagniappe Food Company and the City of Orange Township be extended for the calendar year of 2023 for \$7,200.00.

Adopted: December 5, 2023

\_\_\_\_\_  
Joyce L. Lanier  
City Clerk

\_\_\_\_\_  
Tency A. Eason  
Municipal Council President

**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 \$28,000.00 from the period of January 1, 2023 through December 31, 2023. From January 1, 2023, through and including December 31, 2023, 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 2023.
- 3) **Terms of Agreement.** This agreement will shall be from January 1, 2023 to December 31, 2023, and will continue until the provision of the cancellation clause is invoked. 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.

**Cancellation**

Either party may cancel this agreement by written notice of such intention with advance notice of sixty (60) calendar days.

**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.

**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.

**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.

**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 TOWNSHP

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Tom Dowd  
President

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Honorable Dwayne D. Warren, Esquire  
Mayor

Dated:

Dated:

CITY OF ORANGE  
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS  
2023 ADOPTED BUDGET

I, Nile Clements, Chief Financial Officer for the City of Orange, do hereby certify to the best of my knowledge and belief that there are sufficient funds to Contract with:

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

City: Orange  
State: New Jersey  
Zip Code: 07050

Purpose: Food storage

Vendor ID: LAGNI005

Fund: Current Fund  
Account Name: REC - Recreation - Rentals and Leases  
Account Numbers(s): 3-01-28-364-000-508

PO Number: 23-01705

Amount: \$ 7,200.00

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Division Head	Date
<i>Nile Clements</i>	11/28/2023
Chief Financial Officer	Date

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**Lagniappe Foods**

546 Mitchell St  
 Orange, NJ 07050  
 USA

**INVOICE**

Invoice Number: 013019  
 Invoice Date: Aug 11, 2023  
 Page: 1

*Duplicate*

Voice: 973-674-0498  
 Fax: 973-674-3381

<b>Bill To:</b>

<b>Ship to:</b>
CITY OF ORANGE (FOOD BANK) 29 NORTH DAY STREET ORANGE, NJ 07050

Customer ID	Customer PO	Payment Terms	
MISC.		due upon receipt	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	COMPANY TRUCK		8/14/23

Quantity	Unit	Item	Description	Unit Price	Amount
3.00	month	HANDLING	HANDLING FROZEN & REFRIGERATED PERISHABLE FOODS (unload, store, load) period from 5/13/2023 to 8/13/2023 flat monthly rate	600.00	1,800.00

Subtotal	1,800.00
Sales Tax	
Total Invoice Amount	1,800.00
Payment/Credit Applied	
<b>TOTAL</b>	<b>1,800.00</b>

Check/Credit Memo No:

**Lagniappe Foods**

546 Mitchell St  
 Orange, NJ 07050  
 USA

**INVOICE**

Invoice Number: 012539  
 Invoice Date: May 12, 2023  
 Page: 1

Voice: 973-674-0498

Fax: 973-674-3381

*Duplicate*

Bill To:

Ship to:
CITY OF ORANGE (FOOD BANK) 29 NORTH DAY STREET ORANGE, NJ 07050

Customer ID	Customer PO	Payment Terms	
MISC.		Net 21 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	COMPANY TRUCK		5/12/23

Quantity	Unit	Item	Description	Unit Price	Amount
5.00	month	HANDLING	HANDLING FROZEN & REFRIGERATED PERISHABLE FOODS (unload, store, load) period from 12/13/2022 to 5/12/2023 flat monthly rate	600.00	3,000.00

Subtotal	3,000.00
Sales Tax	
Total Invoice Amount	3,000.00
Payment/Credit Applied	
<b>TOTAL</b>	<b>3,000.00</b>

Check/Credit Memo No: