

### AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: March 5, 2024

Meeting Date: March 25, 2024

Submitted By: Kristen Lesley

Department: Sheriff's Office - Jail

Signature of Elected Official/Department Head:

*Adam King*

<b>Court Decision:</b> <small>This section to be completed by County Judge's Office</small>

<b>March 25, 2024</b>

**Description:**

Consideration to Approve Application Agreement between Ben E. Keith Food Services and Johnson County. Sourcewell Contract 040522-BEK.

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(May attach additional sheets if necessary)

**Person to Present:** Sheriff Adam King and/or Chief David Blankenship

(Presenter must be present for the item unless the item is on the Consent Agenda)

**Supporting Documentation:** (check one)     PUBLIC     CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

**Estimated Length of Presentation:** 5 minutes

**Session Requested:** (check one)

Action Item     Consent     Workshop     Executive     Other \_\_\_\_\_

**Check All Departments That Have Been Notified:**

County Attorney     IT     Purchasing     Auditor

Personnel     Public Works     Facilities Management

Other Department/Official (list) \_\_\_\_\_

**Please List All External Persons Who Need a Copy of Signed Documents  
In Your Submission Email**



## **Account Application**

For Delivery information

Return Fax # \_\_\_\_\_ Date \_\_\_\_\_  
Account # \_\_\_\_\_  
Salesman name & # \_\_\_\_\_ SIC Code \_\_\_\_\_

Bill To:  
Johnson County  
LEGAL NAME OF PURCHASER  
2 N. Main St.  
ADDRESS  
Room 321  
ADDRESS  
Cleburne, Texas 76031  
CITY, STATE, ZIP  
817-556-6382  
PHONE NO

Ship To:  
Johnson County Corrections Center  
BUSINESS OR DBA NAME  
1800 Ridgemar Drive  
ADDRESS  
Cleburne, Texas 76031  
CITY, STATE, ZIP  
817-556-6024  
PHONE NO

Your History

Proprietorship  Partnership  Corporation  Limited Liability  Non-Profit

Franchise of Government Entity

Federal ID # 75-6001030 Duns (D & B) # \_\_\_\_\_

Length of time under your ownership 170 Years - Established February 13, 1854

Previous Business Name or Employment

NAME ADDRESS

CITY STATE ZIP

Estimated Weekly Sales

Location History

If Owned, But Mortgaged,  
N/A  
NAME OF MORTGAGOR

ADDRESS

ADDRESS

CITY, STATE, ZIP

PHONE NO

MONTHLY PAYMENT

If Leasing Building,  
N/A  
NAME OF LESSORS

ADDRESS

ADDRESS

CITY, STATE, ZIP

PHONE NO

MONTHLY PAYMENT

If Leasing Equipment,  
N/A  
NAME OF LESSORS

ADDRESS

ADDRESS

CITY, STATE, ZIP

PHONE NO

MONTHLY PAYMENT

Does Purchaser Own Premises  Yes  No

Your Key Contact People

Account Payable Contact: Name Barbara Abdalla  
Phone Number 817-556-6305  
Fax Number 817-556-6807  
E-mail Address babdalla@johnsoncountytexas.org

Statements: Would you like to receive a statement?  Yes  No

If yes, what method would you prefer?

E-Mail

Fax

E-mail Address klesley@johnsoncountytexas.org

Fax Number \_\_\_\_\_

Buyer Contact: Name Kristen Lesley  
Phone Number 817-556-6024  
E-mail Address klesley@johnsoncountytexas.org

First Financial Bank

817-556-5000

BANK NAME

PHONE #

FAX #

BANK OFFICER

403 N. Main St.

ADDRESS

Cleburne, Texas 76031

CITY, STATE, ZIP

We do not allow or authorize companies to withdraw funds from our bank account.

CHECKING ACCOUNT NO.

SAVINGS ACCOUNT NO.

BANK NAME

PHONE #

FAX #

BANK OFFICER

ADDRESS

CITY, STATE, ZIP

CHECKING ACCOUNT NO.

SAVINGS ACCOUNT NO.

Financial Partners

TRADE REFERENCES (Preferably food distributors. If new business, please provide businesses with an established credit history.)

NAME

CITY/STATE

ACCOUNT #

FAX #

E-MAIL

PHONE #

1. Cleburne, Texas 76031

2.

3.

4.

5.

Partners in Business

Complete the following for each Individual Proprietor, Partner, Manager, Corporate Officer, and Shareholder (If all shares are owned by 5 or less persons.) Use additional sheets, if necessary.

Judge Christopher Boedeker

NAME AND TITLE

NAME AND TITLE

NAME AND TITLE

Johnson County Judge

HOME ADDRESS

HOME ADDRESS

HOME ADDRESS

CITY, STATE, ZIP

CITY, STATE, ZIP

CITY, STATE, ZIP

SOCIAL SECURITY NO.

SOCIAL SECURITY NO.

SOCIAL SECURITY NO.

DRIVER'S LICENSE NO.

DRIVER'S LICENSE NO.

DRIVER'S LICENSE NO.

HOME PHONE NO.

HOME PHONE NO.

HOME PHONE NO.

PERCENTAGE OF OWNERSHIP

PERCENTAGE OF OWNERSHIP

PERCENTAGE OF OWNERSHIP

NAME AND TITLE

NAME AND TITLE

HOME ADDRESS

HOME ADDRESS

CITY, STATE, ZIP

CITY, STATE, ZIP

SOCIAL SECURITY NO.

SOCIAL SECURITY NO.

DRIVER'S LICENSE NO.

DRIVER'S LICENSE NO.

HOME PHONE NO.

HOME PHONE NO.

PERCENTAGE OF OWNERSHIP

PERCENTAGE OF OWNERSHIP

Principals in your Business

The Federal Equal Credit Opportunity Act (ECOA) prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission.

If this applicant is not approved in full or if any other adverse action is taken within respect to applicant's credit with seller, applicant has the right to request within 60 days of seller's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of such request.

# Terms and Conditions

Parties hereby agree that purchases made and extensions of credit are subject to the following terms and condition:

1. All invoices are due and payable without discount on or before expiration of the terms assigned to Account, and the terms have been explained to me. Any claims that merchandise has not been received in whole or part or has been received in a damaged or spoiled condition in whole or part shall be made before the statement for such merchandise is due; Purchaser agrees that all such claims are waived and released if not made by such date. All sums received by Seller shall first be applied to oldest charges, then to the next oldest, and so forth, Purchaser agrees to pay interest on all past due sums at the rate of 18 percent per annum or the maximum allowable by law, whichever is less.
2. The undersigned Purchaser agrees to pay Seller a service charge of \$30.00 for each returned item (whether check or ACH) that is dishonored for any reason.

Payment shall be as prescribed by Texas Government Code Section 2231.021

4. The applicant specifically agrees that if credit availability is extended to the applicant, Ben E. Keith Company reserves the right at any time to suspend, terminate or alter credit availability and terms, in whole or part, when in its opinion the financial condition or business practices of the applicant warrants. In such case, in addition to any other remedies, cash payment or satisfactory security may be required before shipment or delivery. Any failure to pay an invoice when due makes the unpaid amount of all outstanding invoices immediately due and payable irrespective of their terms should Ben E. Keith Company so elect and Ben E. Keith Company may withhold all deliveries until the full amount due under such invoices is settled. Acceptance by Ben E. Keith Company of less than the full payment due shall not be a waiver of any of its rights or remedies and no waiver by either party of any default shall be deemed a waiver of any subsequent default. Upon approval of this Application and Agreement, Ben E. Keith Company in its sole discretion and notwithstanding any request of Applicant, will assign Applicant a maximum credit line (if applicable) and shall have the right to increase, decrease, or terminate Applicant's line of credit under this Application and Agreement at any time without prior notice to Applicant. If the applicant's sales or projected sales, equals or exceeds \$75,000 per month, a financial statement will be required to be submitted with the credit application and thereafter on an annual basis.
5. The undersigned Purchaser agrees to pay, in the event the account becomes delinquent and is turned over to an attorney or agency for collection, a reasonable fee.
6. The undersigned agrees to notify Seller by certified mail or any change of ownership of the Customer or of any change of financial status which renders or threatens to render the customer insolvent and further agrees to be liable for all purchases should the undersigned fail to comply with said notification.
7. The parties hereby acknowledge that the statements for goods and/or services purchased from Seller are not payable in installments, but are payable in full as stated herein.
8. The covenants, waivers, releases, and promises aforesaid are made in consideration of Seller extending Credit to the Purchaser on open account.
9. Seller may require that a new account application be filed at any time and may terminate credit if such application is not filed.
10. This account application and the following personal guaranty shall apply to all sales made by Seller to Purchaser and not merely to the business location or operation noted herein.
11. Purchaser warrants to Seller that all financial information furnished for the purpose of obtaining credit is true, correct and complete in all material respects, and Purchaser authorizes Seller to investigate all references and credit reports pertaining to the credit and financial responsibility of Purchaser. Purchaser authorizes Ben E. Keith Company to check Purchaser and Purchaser's principals credit history including trade, bank, and personal references and to release information to other creditors regarding Purchaser's credit experience with Ben E. Keith Company.
12. The Purchaser agrees that all transactions arising shall be governed and interpreted by the laws of the state in which Ben E. Keith Company branch supplying the Purchaser is located. The Purchaser agrees that venue of any action to enforce this agreement shall be in the county in which the Ben E. Keith Company branch supplying the Purchaser is located.
13. If Purchaser provides Ben E. Keith Company with key access for early or after hours delivery ("Key Drop"), Purchaser hereby waives any and all claims, actions or suits against Ben E. Keith Company arising out of or in any way connected to the Key Drop delivery.
14. If Purchaser ceases doing business with Ben E. Keith Company for any reason, Purchaser will immediately purchase from Ben E. Keith Company all remaining proprietary/ special order items in Ben E. Keith Company inventory.

THIS APPLICATION MUST BE COMPLETED IN FULL EXTENDED.

AND MUST BE APPROVED BY SELLER'S CREDIT MANAGER BEFORE CREDIT WILL BE

\_\_\_\_\_  
PURCHASER (COMPANY NAME)

\_\_\_\_\_  
SIGNATURE OF PROPRIETOR, PARTNER OR OFFICER

\_\_\_\_\_  
SALES REPRESENTATIVE (NAME & NUMBER)

\_\_\_\_\_  
PRINT OR TYPE NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
GUARANTOR'S SIGNATURE DATE

\_\_\_\_\_  
GUARANTOR'S SIGNATURE DATE

\_\_\_\_\_  
PRINT OR TYPE NAME

\_\_\_\_\_  
PRINT OR TYPE NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
WITNESS DATE

ARTORY.  
Article II, Section 7 of Texas  
Constitution prohibits County from  
entering indemnity agreement.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

## UNIFORM SALES & USE TAX RESALE CERTIFICATE — MULTIJURISDICTION

The below-listed states have indicated that this certificate is acceptable as a resale/exemption certificate for sales/use tax, subject to the instructions and notes on pages 2–6. The issuing Buyer and the recipient Seller have the responsibility to determine the proper use of this certificate under applicable laws in each state, as these may change from time to time. This form was revised as of June 21, 2022.

Issued to Seller: Ben E. Keith Co.

Address: \_\_\_\_\_

I certify that:

Name of Firm (Buyer): Johnson County, Texas  
 Address: 2 N. Main St.  
Cleburne, Texas 76031

is engaged or is registered as a

- Wholesaler
- Retailer
- Manufacturer
- Seller
- Lessor (see notes on pages 2–4)
- Other (Specify) Government Entity

and is registered for sales/use tax with the below-listed states and cities within which Seller would deliver purchases to Buyer and that any such purchases are for wholesale, resale, or ingredients or components of a new product or service to be resold, leased, or rented in the normal course of business. Buyer is in the business of wholesaling, retailing, manufacturing, leasing (renting), or selling the following:


Description of Business: County Government (This Contract relates to Jail Operation)

General description of tangible property or taxable services to be purchased from the Seller: \_\_\_\_\_

State	State Registration, Seller's Permit, or ID Number of Purchaser	State	State Registration, Seller's Permit, or ID Number of Purchaser
AK <sup>ARSSIC</sup> <sup>1</sup>		MO <sup>19</sup>	
AL <sup>2</sup>		NE	
AR		NV <sup>20</sup>	
AZ <sup>3</sup>		NJ	
CA <sup>4</sup>		NM <sup>5,21</sup>	
CO <sup>5,6</sup>		NC <sup>22</sup>	
CT <sup>7</sup>		ND	
FL <sup>8</sup>		OH <sup>23</sup>	
GA <sup>9</sup>		OK <sup>24</sup>	
HI <sup>5,10</sup>		PA <sup>25</sup>	
ID <sup>11</sup>		RI <sup>26</sup>	
IL <sup>6,12</sup>		SC	
IA		SD <sup>27</sup>	
KS <sup>13</sup>		TN <sup>28</sup>	
KY <sup>14</sup>		TX <sup>29</sup>	
ME <sup>15</sup>		UT	
MD <sup>16</sup>		VT <sup>30</sup>	
MI <sup>17</sup>		WA <sup>31</sup>	
MN <sup>18</sup>		WI <sup>32</sup>	

I further certify that if any property or service so purchased tax-free is used or consumed by Buyer so as to make it subject to sales/use tax, Buyer will pay the tax due directly to the proper taxing authority when state law so provides or inform the Seller for added tax billing. This certificate shall be a part of each order that Buyer may hereafter give to Seller, unless otherwise specified, and shall be valid until canceled by Buyer in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

Authorized Signature:   
 (Owner, Partner, or Corporate Officer, or other authorized signer of Buyer)

Title: County Judge  
 Date: March 25, 2024

# FOOD SAFETY RECALL NOTIFICATION

Ben E. Keith is required to contact all customers that have purchased product from Ben E. Keith if it is affected by a recall. In order to quickly and efficiently get the product out of commerce or service to customers, each customer Ben E. Keith delivers to must furnish current contact information. Since recalls are frequently issued on weekends or after 5:00 p.m., we are asking for a 24 hour phone number for a person in your organization who understands the urgency of a recall and the consequences if your customers become ill from a recalled item.

Name of Property/Establishment Johnson County Corrections Center  
Physical Address 1800 Ridgemar Drive, Cleburne, Texas 76031  
Phone Number at this Location 817-556-6024

## CONTACT FOR RECALL INFORMATION

(MUST BE OWNER, GENERAL MANAGER, PROPERTY MANAGER, OR SOMEONE WHO UNDERSTANDS THE IMPORTANCE OF A RECALL TO YOUR CUSTOMERS' SAFETY AND YOUR BUSINESS.)

NAME AND TITLE Kristen Lesley - Office Manager  
24 HOUR PHONE 817-487-0033  
EMAIL ADDRESS klesley@johnsoncountytexas.org

## SECOND CONTACT (REQUIRED)

NAME AND TITLE June Cox - Kitchen Supervisor  
24 HOUR PHONE 817-556-0277 (Direct number to Kitchen)  
EMAIL ADDRESS junecox@johnsoncountytexas.org



**APPROVED AS TO FORM AND CONTENT:**

**JOHNSON COUNTY:**

*Chris Boedeker*  
Christopher Boedeker

March 25, 2024  
Date

As Johnson County Judge

Attest:

*April Long*  
County Clerk, Johnson County



March 25, 2024  
Date

**BEN E. KEITH:**

*Michelle Strader*  
Authorized Representative of BEN E. KEITH

3-4-2024  
Date

Printed Name: Michelle Strader Title: Credit Manager

{IF MULTIPLE COMPANIES INVOLVED THEN THERE SHOULD BE SIGNATURE LINES FOR ALL OF THE COMPANIES AND THEIR REPRESENTATIVES}