HOCKLEY COUNTY

Jennifer Palermo Hockley County Clerk 802 Houston St. Suite 213 Levelland, TX 79336 Phone: 806-894-3185 **DOCUMENT #:** CM-2020-0057

RECORDED DATE: 10/26/2020 08:50:32 AM



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Page 1 of

Document Type: COMMISSIONER COURTS

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HOCKLEY COUNTY COMMISSIONERS COURT

802 HOUSTON STREET LEVELLAND, TX 79336

SUBMITTED BY:

HOCKLEY COUNTY COMMISSIONERS COURT

802 HOUSTON STREET LEVELLAND, TX 79336

DOCUMENT # : CM-2020-0057

RECORDED DATE: 10/26/2020 08:50:32 AM

I hereby certify that this document was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Hockley County.



Jennifer Palermo Hockley County Clerk

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.
*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL
INFORMATION.

NOTICE OF MEETING OF THE COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS

Notice is hereby given that a Special Meeting of the above named Commissioners' Court will be held on the 13th day of July, 2020 at 9:00 a.m. in the Commissioners' Courtroom, Hockley County Courthouse, Levelland, Texas, at which time the following subjects will be discussed to-wit:

,	/	1.	Read for approval the minutes of the Special Meeting held on Tuesday, July 7, 2020 at 9:00 a.m. and for a Special Meeting held on Tuesday, July 7, 2020 at 9:15 a.m.
V	/	2.	Read for approval all monthly bills and claims submitted to the Court and dated through July 13, 2020.
`		3.	Hear update from Danny Barrett with Perdue Brandon Fielder Collins & Mott LLP on collections for the county.
/ ~	/	4.	Consider and take necessary action to approve Indigent Healthcare application policy and procedure.
,	/	5.	Consider and take necessary action to remove Michael Lance Scott as Rabies Control Officer.
/ •	/	6.	Consider and take necessary action to appoint Tracy Jenkins, to act as the Local Rabies Control Authority (LRCA).
/	<i>J.</i>	7.	Consider and take necessary action to adopt signage policy concerning the courthouse premises.
/ \	/	8.	Consider and take necessary action to approve the Intellectual Property License Agreement between the CH Foundation and Hockley County concerning the Mallet. COMMISSIONERS' COURT OF HOCKLEY COUNTY, TEXAS. Tichnology O'CLOCK_M.
			JUL 0 9 2020
			BY: Maria Buldridge, Hockley County Judge Sharla Baldridge, Hockley County Judge County Clerk, Hockley County, Texas
		na	the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above amed Commissioners' Court, is a true and correct copy of said Notice on the bulletin board at the courthouse, and at the east door of the Courthouse of Hockley County, Texas, as place readily accessible to the general public at all times on the 9 th day of July, 2020, and said Notice remained so

Dated this 9th day of July, 2020.

Jennifer Palermo, County Clerk, and Ex-Officio

Clerk of Commissioners' Court, Hockley County, Texas

posted continuously for at least 72 hours preceding the scheduled time of said meeting.



THE STATE OF TEXAS COUNTY OF HOCKLEY

SPECIAL MEETING JULY 13, 2020

Be it remembered that on this the 13TH day of July A.D. 2020, there came on to be held a Special meeting of the Commissioners' Court, and the Court having convened in Special session at the usual meeting place thereof at the Courthouse in Levelland, Texas, with the following members present to-wit:

Sharla Baldridge	County Judge			
Curtis D. Thrash Absent	Commissioner Precinct No. 1			
Larry Carter	Commissioner Precinct No. 2			
J. L. "Whitey" Barnett	Commissioner Precinct No. 3			
Thomas R "Tommy" Clevenger	Commissioner Precinct No. 4			

Jennifer Palermo, County Clerk, and Ex-Officio Clerk of Commissioners' Court when the following proceedings were had, to-wit:

Motion by Commissioner Barnett, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that the Minutes of a Special meeting of the Commissioners' Court, held on July 7, 2020, A. D., at 9:00 a.m. and July 7, 2020 at 9:15 a.m. be approved and stand as read.

Motion by Commissioner Clevenger, seconded by Commissioner Carter, 3 Votes Yes 0 Votes No, that all monthly claims and bills, submitted to the Court, and dated through July 13th, 2020, A. D. be approved and stand as read.

Hear update from Danny Barrett with Perdue Brandon Fielder Collins & Mott LLP on collections for the county.

Motion by Commissioner Clevenger, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners's Court approved Indigent Healthcare application policy and procedure. As per Application Policy And Procedure recorded below.

INDIGENT HEALTH CARE

APPLICATION POLICY AND PROCEDURE

Motion by Commissioner <u>Terrary (lovergal</u> and seconded by Commissioner <u>Motion Burkett</u> and carried unanimously that the following policy be adopted by Hockley County.

The following in-take procedure for Indigent Health Care (IHC) applicants will be followed by IHC staff.

- 1) All new applicants must be pre-screened for potential eligibility by IHC staff. Pre-screens may be done either in person or by phone. Documentation will be done in the Rapid Registration forms on the IHS software.
- 2) If applicant is potentially eligible then they will be mailed the application, with accompanying documents, and an appointment notice for interview will be mailed with the application.
- 3) Should it be obvious that the applicant is and will continue to be over income then they will be told that based on the information they have supplied that if an application were taken they would be over the guidelines. Guidelines may be shared with them. However, the applicant will also be informed that it is up to them on whether or not to go through the application process. Follow step 2 if they want to apply. If they don't choose to apply then they should be asked if they want a denial mailed to them. Also, inform applicant that should their situation change then they should contact the office about applying.
- 4) If during the interview process it is apparent that the applicant may be eligible for any of the following programs then IHC eligibility is contingent on their applying.
 - Social Security Disability or Retirement
 - Supplemental Security Income
 - Texas Work Source & Vocational Rehabilitation Services
 - Unemployment
 - Medicaid (not SSI)
 - Any other income for which they are entitled.

Applicant should be informed of what program(s) they need to apply for and given contact information for those agencies. Also, that application is not complete, and therefore cannot be worked, until application for an above listed program is provided.

- 5) Applications received from other agencies will be returned to the agency with a letter informing them that per the IHC handbook under case processing, which is written for those responsible for administering the IHC program, applications will be issued to the client or representative.
- 6) Eligibility can only be determined by the IHC Administrator or staff trained in working IHC cases. Cases worked by staff will be reviewed by the administrator. IHC rules shall be followed for the processing of applications.
- 7) Applicant will be notified, within timeframe set forth in the IHC Act, of -
 - Approval
 - Denial including reason or
 - Notification of further documentation required.

<u>Navla Baldridge</u> County Judge	4
Commissioner, Precinct 1	Commissioner, Precinct 2
Commissioner, Precinct 3 Jennifer Falermo, County Clerk and Ex-Officio Clerk of Commissioners' Court Hockley County, Texas	Commissioner, Precinct 4 Commissioner, Precinct 4

Motion by Commissioner Carter, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners's Court approved to remove Michael Lance Scott as rabies Control Officer.

THE STATE OF TEXAS

COMMISSIONERS' COURT

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

ORDER TO REMOVE RABIES CONTROL OFFICER

It is the order of the Commissioners' Court of Hockley County that Michael Lance Scott be removed as Rabies Control Officer for Hockley County.

DONE IN OPEN COURT, this the 13th day of July, 2020, upon motion by Commissioner, Larry Carter, seconded by Commissioner, J.L. Barnett.

Sharla Baldridge, Hockley County Judge

ATTEST:

Jennifer/Palermo, County Clerk,
Ex-Officio Clerk of Commissioners
Court of Hockley County, Texas

Motion by Commissioner Carter, seconded by Commissioner Clevenger, 3 Votes Yes, 0 Votes No, that Commissioners' Court approved to appoint Tracy Jenkins, to act as the local Rabies Control Authority (LRCA). As per Order To Appoint Officer To Act As The Local Rabies Control Authority recorded below.

COMMISSIONERS' COURT

COUNTY OF HOCKLEY

HOCKLEY COUNTY, TEXAS

ORDER TO APPOINT OFFICER TO ACT AS THE LOCAL RABIES CONTROL AUTHORITY (LRCA)

It is the order of the Commissioners' Court of Hockley County that Tracy Jenkins be appointed as officer to act as the Local Rabies Control Authority (LRCA).

DATED the 13th day of July, 2020.

Sharla Baldridge, Hockley County Judge

Curtis Thrash, Commissioner, Precinct 1

Larry Carter, Commissioner, Precinct 2

J.E. "Whitey" Barnett, Commissioner, Precinct 3

Jommy Clevenger, Commissioner, Precinct 4

ATTEST

Jennifer Valermo, County Clerk,
Ex-Officio Clerk of Commissioners
Court of Hockley County, Texas

Motion by Commissioner Barnett, seconded by Commissioner Carter, 3 Votes Yes, 0 Votes No, that Commissioners' Court approved to adopt signage policy concerning the courthouse premises. As per Order Regulating Temporary Signs On County property recorded below.

ORDER REGULATING TEMPORARY SIGNS ON COUNTY PROPERTY

WHEREAS, the Hockley County Commissioners Court proposes to adopt an order to apply to all temporary signs posted on county property except as authorized by county officials for official county business;

WHEREAS, the installing of signs on county property creates an unnecessary risk of damage to county property and injury to pedestrians and other members of the public;

NOW, THEREFORE, BE IT HEREBY ORDERED BY THE COMMISSIONERS COURT OF HOCKLEY COUNTY THAT:

- 1. A person may not cause or authorize a temporary sign to be installed, affixed or maintained on or over county property including the installation of any temporary sign used for commercial or noncommercial purposes, except for temporary signs installed by the county for official county business.
- 2. For purposes of this order "temporary sign" means a banner, poster, or advertising display constructed of paper, cloth, plastic sheet, cardboard, plywood, or other like material that appears to be intended to be displayed for a limited period of time.
- 3. This order is applicable to all county property including county property used as a polling place on election days, except as follows:
 - a. All legal "electioneering" pursuant to Texas Election Code § 61.003 is allowed on county property used as a polling place beyond the prohibited distance to the polling place, including signs promoting candidates or ballot positions that may be displayed, waved, and distributed, but said signs may not be installed on or over county property by stakes in the ground, nails, tape, or any other method intended to temporarily affix the sign to county property.
- 4. Any sign improperly installed, affixed or maintained on or over county property under this order will be considered abandoned and will be removed by county officials.
- 5. The above Order is effective immediately upon approval by the Commissioners Court.

5. The above Order is effective immediate	by upon approval by the Commissioners Court.
Passed and approved this 13th day of July, 202	0.
	Sharla Boldridge
	Sharla Baldridge, Hockley County Judge
Misont	Day Cutu
Curtis Thrash, Commissioner Precinct 1	Arry Carter, Commissioner Precinct 2
Af Branitt	Dommy Clever
J. L. Barnett, Commissioner Precinct 3	Tommy Clevenger, Commissioner Precinct 4
Attest:	WINGSIONER'S

COLIN

Motion by Commissioner Carter, seconded by Commissioner Barnett, 3 Votes Yes, 0 Votes No, that Commissioners' Court approved the Intellectual property L:icense Agreement between the CH Foundation and Hockley County concerning the Mallet. As per Intellectual Property License Agreement recorded below.

INTELLECTUAL PROPERTY LICENSE AGREEMENT

This INTELLECTUAL PROPERTY LICENSE AGREEMENT ("Agreement") is entered into by and between THE CH FOUNDATION ("Licensor") and Hockley Co. Commissioners Court of Hockley County ("Licensee").

WHEREAS, Licensor is the owner of a certain federally registered service mark and brand for the words and stylized design surrounding the Mallet Ranch and the Mallet Ranch brand, which copy of Certificate of Registration and copy of brand registration are attached as Exhibit A ("Licensed Intellectual Property"); and

WHEREAS, Licensor owns federal trademark registrations pertaining to both goods and services, Registration Numbers 3822451 and 3560486; and

WHEREAS, Licensor owns a facility in Hockley County, Texas, utilized for a variety of services for Hockley County residents and the facility is named "The Mallet;"

WHEREAS, Licensee desires to use the Licensed Intellectual Property in naming, advertising and marketing their facility and services ("Licensee Business");

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties, intending to be legally bound, hereto agree as follows:

ARTICLE 1 - GRANT OF LICENSE

- 1.1 Licensor hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, royalty-free license to use the Licensed Intellectual Property solely in connection with the facility and services described above, subject to the limitations set forth in this Agreement.
- 1.2 Except as otherwise provided in this Agreement, all licenses granted herein shall be nontransferable and nonassignable without the prior written consent of Licensor.

ARTICLE 2- OWNERSHIP AND USE OF THE LICENSED INTELLECTUAL PROPERTY

- 2.1 Licensee acknowledges that Licensor owns the Licensed Intellectual Property and all rights therein and that nothing in this Agreement shall give Licensee any right, title or interest in or to the Licensed Intellectual Property, other than pursuant to the license granted hereby.
- 2.2 Licensee agrees that it will do nothing inconsistent with Licensor's ownership of the Licensed Intellectual Property and shall not claim adversely to Licensor, or assist any third party in attempting to claim adversely to Licensor, with regards to such ownership. Licensee agrees that it will not challenge the title of Licensor to the Licensed Intellectual Property, seek to

cancel or oppose any registration thereof, or challenge the validity of this Agreement or the licenses granted herein.

- 2.3 Licensee agrees it will not register, nor attempt to register, any trade name, service mark or intellectual property which, in whole or in part, incorporates or is confusingly similar to the Licensed Intellectual Property.
- 2.4 Without the prior written approval of Licensor, Licensee is not authorized to use the Licensed Intellectual Property in connection with any business activity unrelated to the Licensee Business described above.
- 2.5 Notwithstanding the license granted herein and any of the provisions hereof, no rights or licenses are granted to Licensee with respect to any other intellectual property, service mark, and/or trade name not listed on Exhibit A hereto.
- 2.6 Licensor agrees to assist Licensee in recording this Agreement with appropriate government authorities where such recording is required by law or regulation or where such recording is permitted or desired by Licensee.
- 2.7 All costs associated with recording this Agreement, the license granted herein and registering, maintaining, or renewing the Licensed Intellectual Property, if used by Licensee shall be borne by Licensee. All costs associated with registering, maintaining or renewing any Licensed Intellectual Property also used by Licensor shall be borne by Licensor.

ARTICLE 3- QUALITY PROVISIONS

- Licensee agrees that the nature and quality of all services advertised by Licensee and covered by the Licensed Intellectual Property shall conform to the standards set by and under the control of Licensor (hereinafter, "Quality Standard"). Such Quality Standard shall be reasonable, shall be no greater than the quality standards imposed by Licensor in general, and shall be at least equal in quality to the services utilized by Licensor prior to the date of Agreement.
- 3.2 Licensee shall, upon Licensor's reasonable request permit reasonable inspection during business hours by an authorized representative of Licensor of the Licensee's facilities. Any inspections conducted by Licensor to ensure that the Quality Standard provided herein has been satisfied shall be at the expense of Licensor.
- 3.3 Licensee shall deliver to Licensor, upon Licensor's request and without charge to Licensor, representative samples of advertisements, letterhead, and the like, containing the name Mallet to ensure that such name is used only in a manner as set forth in this Agreement and Exhibit A.

ARTICLE 4- DURATION OF LICENSE AND TERMINATION

- 4.1 This Agreement and the License granted herein shall be effective as of the last signature, and shall terminate upon the earlier of (i) ten (10) years following the date thereof or (ii) termination pursuant to this Article 4.
- 4.2 In the event the Licensee breaches any provision of this Agreement, including but not limited to failure by Licensee to comply with the Quality Standard established under Article 3, Licensor shall have the right to terminate the license granted if (i) it has given written notice to Licensee of such breach and (ii) such breach continues following one month from the date of such notice.
- 4.3 Licensor shall have the right to immediately terminate this Agreement, or any or all licenses granted herein, upon written notice to Licensee in the event of a winding-up, bankruptcy, sale, consolidation or merger where Licensee is not the survivor.
- 4.4 Upon the termination of this Agreement, Licensee agrees to (i) promptly discontinue all use of Licensed Intellectual Property and/or any similar trade name which contains "Mallet" as a part thereof and (ii) promptly take all steps to refrain from using the Licensed Intellectual Property in advertising, commercial registers, directories, internet and websites, telephone listings, and all other similar listings.
- 4.5 This license shall terminate if the Licensee has not utilized this license for a period of eighteen (18) months.

ARTICLE 5 - PROTECTION

- 5.1 Licensee shall promptly notify Licensor of any and all infringements, imitations, simulations or other illegal use or misuse of the Licensed Intellectual Property which come to Licensee's attention. As the sole owner of the Licensed Intellectual Property, Licensor shall determine in its sole discretion whether to take any action to prevent the infringement, imitation, simulation or other illegal use or misuse of the Licensed Intellectual Property and shall bear associated costs.
- 5.2 Licensee shall render Licensor all reasonable assistance in connection with any matter pertaining to the protection, enforcement or infringement of Licensed Intellectual Property used by Licensee, whether in the courts, administrative or quasi-judicial agencies, or otherwise.

ARTICLE 6- NEW INTELLECTUAL PROPERTY

6.1 Should Licensee desire to develop a trademark using the name "Mallet" in any form other than the Licensed Intellectual Property, it must first consult with and obtain the written approval of Licensor, which may be withheld in Licensor's sole discretion.

ARTICLE 7-INDEMNIFICATION

- 7.1 Licensee agrees to indemnify and hold harmless Licensor and its directors, officers and employees from any and all claims for damage or injury to persons or property whereby Licensor has been found liable to any third party under any action arising out of or in connection with the use by Licensee of the Licensed Intellectual Property.
- 7.2 Licensor agrees to indemnify and hold harmless Licensee and its directors, officers and employees from any and all claims of a third party arising out of or in connection with any claim that Licensee's use of the Licensed Intellectual Property violates the rights of such third party to such Licensed Intellectual Property.

ARTICLE 8- MISCELLANEOUS

- 8.1 Entire Agreement. This Agreement (including Exhibit A) constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter hereof.
- 8.2 Assignability. This Agreement may not be assigned nor transferred by Licensee without the prior written consent of Licensor.
- 8.3 Extension of Rights. All rights and obligations incurred hereunder by Licensor or Licensee shall extend to and be binding upon their respective domestic and international divisions, subsidiaries, other controlled companies, affiliates and related entities.
- 8.4 Waiver. The waiver by Licensor of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself.
- 8.5 Injunctive Relief. Licensee acknowledges that Licensor shall be entitled to the enforcement of this Agreement by injunction, specific performance or other equitable relief, without prejudice to any other rights and remedies that Licensor may have.
- 8.6 Disclaimer of Agency, Partnership and Joint Venture. Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the parties hereto or constitute or be deemed to constitute any party the agent or employee of the other party for any purpose whatsoever and neither party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.
- 8.7 Severability. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, the Agreement shall be construed as if not containing the particular invalid or unenforceable provision, and the rights and obligations of each party shall be construed and enforced accordingly.

8.8 Notices. Any notices shall be delivered to the following addresses: If to Licensor: THE CH FOUNDATION Box 94038 Lubbock, Texas 79493 If to Licensee: or as may be specified by like notice to the other parties. 8.9 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas, and, where appropriate, the federal laws surrounding the United States Patent and Trademark Office trademark registration. 8.10. Arbitration. Any controversy or claim arising hereunder that cannot be resolved by the parties themselves, shall be settled by arbitration in Lubbock, Texas or such other location as the parties may mutually agree. Any award rendered thereon shall be in writing and shall be final and binding on the parties and judgment may be entered thereon in any court of competent jurisdiction. Each party shall bear its own costs and expenses in connection with the arbitration and the costs and expenses of the arbitrators shall be borne as determined by the arbitrator. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents as of the date of last signature below. LICENSOR THE CH FOUNDATION

Title: Executive Director
Date: 7-3/3020

EXHIBIT "A"

Anited States of America Mariton States Astron and Trademark Office United States Patent and Trademark Office

MALLET RANCH

Reg. No. 3,822,451

THE C H FOUNDATION (TEXAS CORPORATION)

Registered July 20, 2010 LUBBOCK, TX 79493

PRINCIPAL REGISTER .

P.O. BOX 94038

Int. Cl.: 41

FOR: MUSEUM AND EDUCATIONAL SERVICES, NAMELY, OPERATING A MUSEUM, OPERATING A HISTORICAL HOUSE, PROVIDING GUIDED TOURS AND EXHIBITIONS OF MUSEUMS, AND PUBLISHING BOOKS, NEWSLETTERS AND PAMPHLETS IN THE FIELDS OF HISTORY AND CULTURE, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

SERVICE MARK

FIRST USE 12-31-2006; IN COMMERCE 12-31-2006.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-TICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "RANCH", APART FROM THE MARK AS SHOWN.

SN 77-485,215, FILED 5-28-2008.

REBECCA SMITH, EXAMINING ATTORNEY



Director of the United States Patent and Trademark Office

Int. Cl.: 44

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 3,560,486 Registered Jan. 13, 2009

SERVICE MARK PRINCIPAL REGISTER

MALLET RANCH

THE C H FOUNDATION (TEXAS CORPORA-TION) P.O. BOX 94038

LUBBOCK, TX 79493

FOR: BREEDING AND STUD SERVICES FOR CATTLE AND HORSES, IN CLASS 44 (U.S. CLS. 100 AND 101).

FIRST USE 4-0-1895; IN COMMERCE 4-0-1895.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "RANCH", APART FROM THE MARK AS SHOWN.

SER. NO. 77-484,222, FILED 5-27-2008.

REBECCA SMITH, EXAMINING ATTORNEY

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Lubbock Clerk County Court County. There being no further business to come before the Court, the Judge declared Court adjourned, subject to call.

The foregoing Minutes of a Commissioner's Court meeting held on the _______, A. D. 2020, was examined by me and approved.

Commissioner, Precinct No. 1

Commissioner, Precinct No. 3

Commissioner, Precinct No. 2

Commissioner, Presinct No.

County Judge

JENNIFER PALERMO, County Clerk, and Ex-Officio Clerk of Commissioners' Court

Hockley County, Texas

