

**AGREEMENT FOR SHARING METEOROLOGICAL AND HYDROLOGICAL DATA ON A  
NEAR REAL TIME TRANSMISSION FEED**

**STATE OF TEXAS                    §**

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF HARRIS            §**

**THIS AGREEMENT** ("Agreement") is between the **HARRIS COUNTY FLOOD CONTROL DISTRICT**, a body corporate and politic under the laws of the State of Texas, ("District" or "HCFCD") and KHOU-TV, Inc., licensee of television stations KHOU-TV and KTBU-TV, ("KHOU") (each, a "Party", and collectively, the "Parties").

WITNESSETH, that:

**WHEREAS**, KHOU desires to incorporate meteorological and hydrological data collected from the Harris County Flood Warning System equipment onto maps displayed during its broadcasts to better inform its viewers about the status of the current weather conditions; and

**WHEREAS**, the District agrees to allow KHOU to use its meteorological and hydrological data ("Data") through a near real-time transmission feed at no cost as long as KHOU does not share the Data with others, acknowledges the Data is from the District in its broadcasts and on any social media posts and follows all the requirements set out herein.

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the parties herein named, the parties agree as follows:

1. The District collects meteorological and hydrological data from its equipment in hundreds of locations throughout Harris County and surrounding counties. The District displays this information in a map on the Harris County Flood Warning System <https://www.harriscountyfws.org/>. The Data, which is current to the maximum extent HCFCD's systems allow, is collected and displayed continuously through a near real time transmission feed onto the Harris County Flood Warning System website.
2. KHOU would like to incorporate the near real time transmission feed digitally on social media and on the air and display the Data on maps to continuously inform the public about the current weather and hydrological conditions. Because the Data changes frequently and KHOU would like to provide its customers with the most up-to-date information, KHOU wants access to the near real time transmission feed. In order to access the Data, the District will provide KHOU access to interface with the partner server data feed and instructions on using the interface. KHOU will be responsible for providing and maintaining any hardware, software and additional Information Technology Systems infrastructure that is necessary to link up to that interface and use the Data.
3. The District agrees to provide this near real time transmission feed to KHOU to help in informing the public about current weather and hydrological conditions.
4. The District will provide KHOU the Harris County Flood Warning System logo and the Harris County Flood Control District logo and KHOU shall display the logos in a size

approved by the District and KHOU with the wording as shown on Exhibit A attached hereto and incorporated by reference, in the upper right hand corner of any map or other demonstrative on which the Data is displayed. KHOU will not modify the logos. KHOU's on-air talent shall not block the logo during broadcasts. In addition, KHOU agrees during broadcasts to verbally give credit for the Data to the Harris County Flood Control District, by saying while displaying the data, "Data has been provided by the Harris County Flood Control District." Notwithstanding the foregoing, KHOU's inadvertent failure to verbally give credit to the District or to display the logo in a size approved by the District, include wording in the upper right corner of any map or other demonstrative on which the Data is displayed or KHOU's on-air talent blocks the logo during broadcast, shall not be a breach of this Agreement.

5. Any social media posts of the data by KHOU must include a link to the Harris County Flood Warning System website at [www.harriscountyfws.org](http://www.harriscountyfws.org) and include the required logos as stated above on any graphics or maps. Notwithstanding the foregoing, KHOU's inadvertent failure to include a link and/or required logos shall not be a breach of this Agreement.
6. KHOU shall get approval from the District on any graphic it intends to use on any of its platforms before airing them. HCFCD would like to review the graphics for accuracy before first time use to ensure proper understanding and display of the Data. No additional review of the graphics would occur beyond the initial review.
7. KHOU is prohibited from developing its own website using the Data.
8. KHOU is prohibited from assigning any of the rights conferred by this Agreement to any third party. This Agreement allows only KHOU to use this Data, not any of KHOU's affiliated entities.
9. This Agreement may be terminated by any of the following conditions:
  - a. Mutual agreement and consent of the parties hereto.
  - b. Either Party may terminate for any reason with thirty 30-days written notice to the other.
  - c. Immediately for breach of this Agreement as determined by the District.

Upon termination or expiration of this Agreement, all provisions of this Agreement which may reasonably be interpreted or construed as surviving the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

10. The Agreement shall become effective upon the date both Parties have signed it and continue until herein terminated. Upon termination of this Agreement, all rights granted to KHOU to use the Data shall extinguish. KHOU will then immediately cease transmitting or otherwise using or modifying new Data.
11. KHOU understands that HCFCD is providing raw data that is not quality controlled and subject to errors if one or more of the gages is not functioning properly. HCFCD will endeavor to inform KHOU as soon as practicable if one or more gages is not functioning properly.

12. Any changes in the Agreement shall be enacted by a written amendment executed by both parties.
13. This Agreement is governed by the laws of the State of Texas.
14. All notices to either party by the other party required under this Agreement shall be delivered personally or sent by certified or U.S. Mail, postage, prepaid, addressed to such party at the following addresses:  
  
DISTRICT: Harris County Flood Control District  
9900 Northwest Freeway  
Houston, Texas 77092  
Attention: Executive Director  
  
KHOU: KHOU-TV, Inc.  
5718 Westheimer Road, Suite 311  
Houston, Texas 77057  
Attention: Liz Roldan, News Director
15. KHOU shall not disclose information obtained from the District under this Agreement without the express written consent of the District.
16. KHOU shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and with the order and decrees of any court or administrative bodies in any manner affecting the performance of this Agreement.
17. KHOU further agrees that it shall not copy nor duplicate, or allow to be copied, any of the video feeds that are provided by the District in connection with this Agreement, but KHOU shall, if it is a media outlet, have permission to maintain recorded footage from the provided video feeds that became part of its regular or special, breaking programming.
18. The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party they represent.
19. Nothing herein shall be construed to place the parties in the relationship of partners or joint ventures and neither party shall have any right or power to obligate or bind the other in any manner whatsoever except as authorized in this Agreement or otherwise specifically authorized in writing.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFEE  
Harris County Attorney

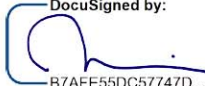
HARRIS COUNTY FLOOD CONTROL  
DISTRICT

DocuSigned by:  
  
By D9FE318CE1BA4BE...  
Laura Fiorentino Cahill  
Senior Assistant County Attorney

By \_\_\_\_\_  
Lina Hidalgo  
County Judge

Date signed: \_\_\_\_\_

KHOU-TV, Inc.

DocuSigned by:  
  
By B7AFE55DC57747D...  
Robert Springer  
President and General Manager

Date signed: 8/22/2022

## Exhibit A



THE STATE OF TEXAS     §  
   §  
 COUNTY OF HARRIS     §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on \_\_\_\_\_, with the following members present, to-wit:

Lina Hidalgo	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Adrian Garcia	Commissioner, Precinct No. 2
Tom S. Ramsey, P.E.	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent, to-wit: \_\_\_\_\_, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AGREEMENT FOR SHARING METEOROLOGICAL AND HYDROLOGICAL DATA ON A NEAR REAL TIME TRANSMISSION FEED BETWEEN THE HARRIS COUNTY FLOOD CONTROL DISTRICT AND KHOU-TV, INC.**

Commissioner \_\_\_\_\_ introduced an order and made a motion that the same be adopted. Commissioner \_\_\_\_\_ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

		Yes	No	Abstain
AYES:	Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NAYS:	Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTENTIONS:	Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

**WHEREAS**, KHOU desires to incorporate meteorological and hydrological data collected from the Harris County Flood Warning System equipment onto maps displayed during its broadcasts to better inform its listeners about the status of the current weather conditions; and

**WHEREAS**, the District agrees to allow KHOU to use its meteorological and hydrological data ("Data") through a near real-time transmission feed at no cost as long as KHOU does not share the Data with others, acknowledges the Data is from the District in its broadcasts and on any social media posts, and follows all the requirements set out herein.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: County Judge Lina Hidalgo is hereby authorized to execute for and on behalf of the Harris County Flood Control District, an Agreement by and between the Harris County Flood Control District and KHOU-TV, Inc., licensee of television stations KHOU-TV and KTBU-TV, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein.

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