

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN HARRIS COUNTY
AND
FRIENDS OF THE EVELYN MEADOR COMMUNITY LIBRARY**

THIS Memorandum of Understanding (“MOU”) is made by and between **Harris County**, a body corporate and politic under the laws of the State of Texas for and on behalf of the **Evelyn Meador Branch of the Harris County Public Library (“County”)** and the **Friends of the Evelyn M. Meador Community Library**, a non-profit corporation (“**Friends**”).

I. PURPOSE; SCOPE

The purpose of this MOU is to define the scope of work and responsibilities of the parties concerning the installation and construction of a canopy structure (“**Canopy**”) over the outdoor space of the Evelyn Meador Branch of the Harris County Public Library (the “**Site**”), located at 2400 North Meyer Avenue, Seabrook, Texas 77586, as depicted on **Exhibit “A”**. This MOU sets forth the terms and conditions for the County granting access to the Site for the purposes set forth herein, in consideration for the expenditures incurred by Friends in the purchase and installation of the Canopy for the benefit of the County, as agreed upon by the parties.

II. RESPONSIBILITIES OF THE COUNTY

- A. Access** The County shall grant Friends, its contractors, and agents, access to the Site for the installation, construction, maintenance, and repair of the Canopy in fulfillment of the purposes of this MOU. This is intended as a non-exclusive right to access the property for the purposes of this MOU, and does not convey any property right or interest in the Site to Friends, or its contractors, successors, or agents (“**Authorized Agents**”).
- B. Storage** The Canopy shall be stored by the County in pieces in the storage/mechanical room of the Site until installation. The Canopy will be stored in the storage/mechanical room when not in use due to inclement weather or for other reason as determined by the County and/or Library staff. County shall be responsible for removal and storage of Canopy in inclement weather or other such instance as set forth in this paragraph.

III. RESPONSIBILITIES OF FRIENDS

- A.** Friends has purchased the Canopy structure via a grant from the Rotary Club of Seabrook. Installation of the Canopy shall be performed by Friends’ contractor **Benny Construction, LLC**. Friends shall be responsible for the management of Benny Construction, LLC, and any and all other Authorized Agents, and all costs and expense of installation, including but not limited to any invoices or fees from Benny Construction, LLC, or other contractors or agents employed in connection with the installation of the Canopy on the Site. If for any reason Benny Construction, LLC, is unable to complete the installation of the Canopy or any subsequent maintenance or repair as contemplated herein, Friends shall secure and manage a replacement contractor to complete the work.
- B.** The Canopy shall be installed in accordance with the design specification as agreed to by the parties and as set forth in the “**Design Drawing**” attached hereto as **Exhibit “B”**. Installation of the legs of structure supporting the Canopy shall be placed no less than three (3) feet into the ground and

secured in placed with concrete and rebar as set forth in said Design Drawing. Friends agrees to ensure that the Canopy and all work performed on the Site is done in a good and workman-like manner and that any damages caused by any error, negligence, or omission of any Authorized Agents in conducting work on the Site under the terms of this MOU shall be promptly corrected or repaired at Friends' sole cost and expense.

- C. Upon completion of installation of the Canopy or any other work performed under the MOU, the Site shall be restored to as good as or better condition as existed prior to the commencement of said work.
- D. Friends will permit no liens of any kind to be fixed upon or against the Site or County property, and Friends and all Authorized Agents shall indemnify and hold harmless the County from any damages incurred resulting from any such claim or lien.
- E. If at any time it is determined that repair, maintenance, or removal of the Canopy or Canopy structure is necessary, Friends agrees to work diligently to secure contractors for any such repair, maintenance or removal at that time.
- F. Friends and all Authorized Agents agree to comply at all times with all applicable federal, state, and local laws, rules, regulations and safety standards in connection with the Site, including, without limitation, all construction, installation, maintenance, and repair of the Canopy. Friends shall ensure that the Canopy is installed according to the construction codes for structures within the city limits of the City of Seabrook as applicable to all new construction, additions, and renovation projects. Said construction codes for structures within the city limits follows the Design Wind Speed of 150 MPH, under guild lines set within the 2015 IRC, IBS, and ASCE 7-10.
- G. Friends shall ensure that Benny Construction and all Authorized Agents have casualty and general liability insurance in sufficient amounts and all and worker's compensation and employer's liability insurance as required by law or statute. Friends and all Authorized Agents agree to indemnify and hold harmless, to the extent allowed by law, the County and its officers, employees, and agents against any and all losses, liabilities, judgments, penalties, awards, and costs (including costs of investigations, legal fees, and expenses) arising out of or related to any negligent or wrongful acts or omissions of Authorized Agents relating to installation of the Canopy on this Site, including failure to perform their obligations under this MOU to install the Canopy subject to applicable laws and regulations.
- H. Friends agrees to exercise any all warranty rights for the benefit of the County in the installation, repair and maintenance of the Canopy. Friends shall subrogate County to any rights, benefits under manufacturer warranty for the Canopy structure and installation thereof on the Site by Benny Construction, Inc. Friends shall further agree to subrogate County to and exercise for the benefit of the County, any and all rights to warranty necessary for future repairs and/or maintenance.

IV. TERM

The term of this MOU shall begin on the date this instrument is signed by the respective individuals authorized to enter into this MOU and shall end upon completion of delivery and installation of the Canopy on the Site; save and except any and all obligations and responsibilities agreed to by the parties for maintenance, repair, or removal of the Canopy and remediation of the Site, which shall survive the term and termination of this MOU.

V. MISCELLANEOUS

- A. Nothing contained in this MOU shall be deemed to waive any right, defense, or immunity on behalf of any party, its employees, or agents established pursuant to statute or otherwise recognized by law. No provision in this MOU shall extend either parties' liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.
- B. **Limit of Appropriation.** The parties understand and agree said understanding and agreement being of the absolute essence of this MOU, that the County is not appropriating funds by, through, or for the Canopy, or any work performed on the Site under this MOU.
- C. Nothing in this MOU is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a party hereto, and the parties expressly agree that the execution of the MOU does not create any personal liability on the part of any officer, director, employee, or agent of the County.
- D. Nothing contained herein is intended to create third-party rights nor shall it be construed to create a relationship or partnership, joint venture, or agency by or between the parties. Neither party shall be the agent of the other or have authority to bind the other.
- E. In the event of a lawsuit or legal claim, each party shall bear financial responsibility for the acts and omissions of its own agents, contractors, or personnel, including their own attorneys' fees.
- F. Any amendment to the MOU must be in writing and signed by both parties. No waiver, alteration, or modification of any of the provisions of this MOU shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.
- G. Nothing contained herein is intended to circumvent or relieve the parties, its agents, or contractors of any existing permitting or approval requirements of the City of Seabrook, Harris County, or any other governing agency with jurisdiction.
- H. If any provision of this MOU becomes or is held violative of any law or is deemed unenforceable, the invalidity of that provision will not invalidate the remaining provisions. The parties agree that all remaining provisions of this MOU will remain in effect.
- I. The parties agree that no promise or agreement which is not herein expressed has been made to either party and that neither party is relying upon any statement or representation other than the terms stated in this MOU.
- J. This MOU and all acts and performance under this MOU are governed by, construed by, and enforced in accordance with the laws of the State of Texas, without regard to its choice of law provisions. Exclusive venue for any dispute arising under this or relating to this Agreement shall lie in a court of competent jurisdiction in Harris County, Texas. Venue for any claim under this MOU shall be in Harris County, Texas.
- K. All parties agree to cooperate with each other at all times during the term herein in order to achieve the purposes and intent of the MOU. Each party acknowledges and represents that their respective governing body has authorized this MOU.
- L. Any notice required to be given from one party to the other under this MOU are to be sent to the following:

If to County:
Harris County
Attn: County Judge
1001 Preston
Houston, Texas 77002

With Copy to:
Evelyn Meador Branch Library
Harris County Public Library
Attn: Milagros Andrada-Tanega
2400 North Meyer Avenue
Seabrook, Texas 77586
Email: Milagros.Tanega@hcpl.net

and:
Harris County Public Library
Attn: Tanisha S. Cummings
2400 North Meyer Avenue
Seabrook, Texas 77586
Email: Tanisha.Cummings@hcpl.net

If to Friends:
Friends of the Evelyn Meador Library
Attn: Marianne Kolar

PO Box 684
Seabrook, Texas 77586
Email: jakolar@sbcglobal.net

With Copy to:

Attn: _____

Email: _____

M. The Effective Date shall be the date on which all parties have signed this MOU.

[Remainder left blank; signature page(s) to follow]

AGREED TO AND ACCEPTED on the _____ day of _____, 2024.

**Harris County, a body corporate and
politic under the laws of the State of Texas**

**Friends of the Evelyn M. Meador
Community Library**

By: _____
Lina Hidalgo, County Judge

By: Marianne Kolar

Name: Marianne Kolar

Title: President of Friends

APPROVED AS TO FORM:
Christian D. Menefee
Harris County Attorney

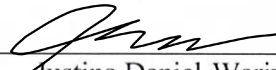
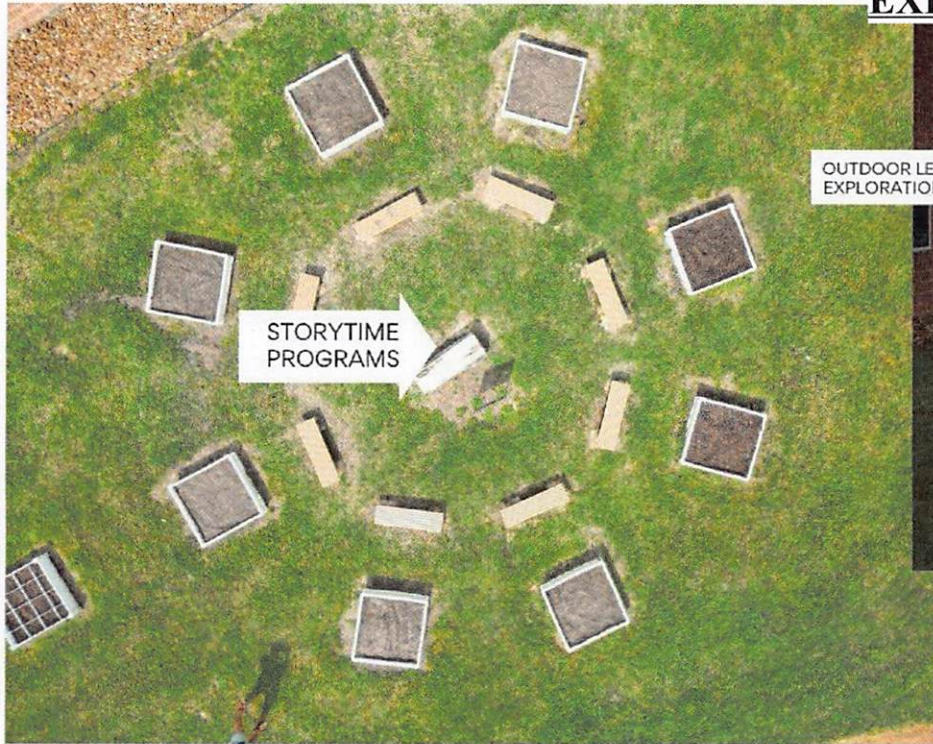
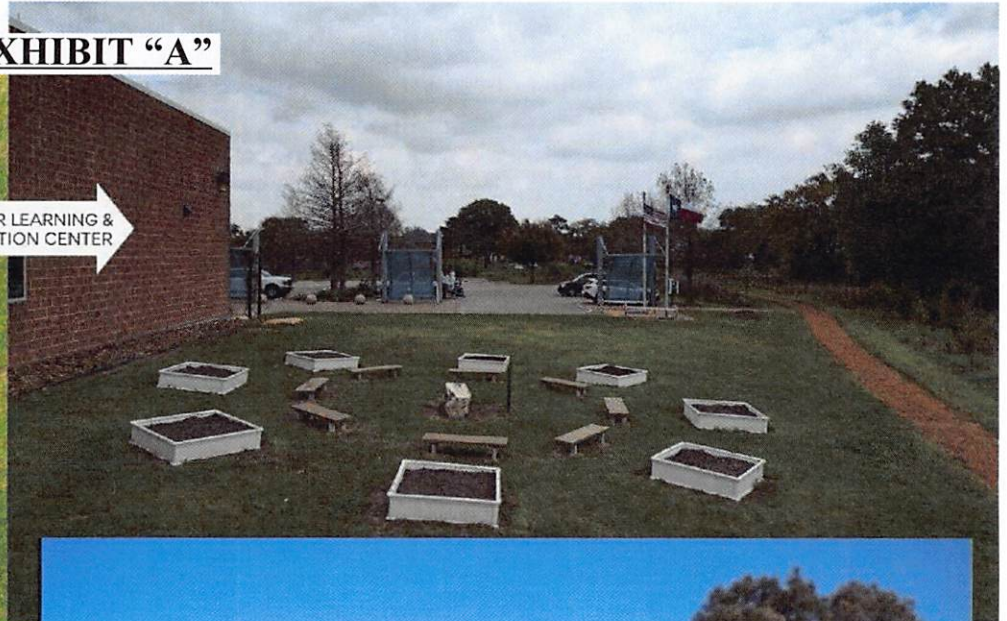
By: 
Justina Daniel-Wariya
Assistant County Attorney
CAO File No. 23RPD0193

EXHIBIT "A"



OUTDOOR LEARNING & EXPLORATION CENTER



CANOPY



Proper Installation Based on Manufacturer's Recommendation
For optimal installation, it is recommended that the equipment be cemented 3-4 ft into the ground. A 6-month installation warranty is provided, but please note that parts and materials are not included.

EXHIBIT "A"

GENERAL NOTES

DESIGN LOADS

BUILDING CODE	INTERNATIONAL BUILDING CODE 2018
LIVE LOADS	5 PSF
SNOW LOAD	5 PSF
WIND LOADS	115 MPH*
	3-Sec. Gust, RISK CATEGORY II & EXPOSURE C

* 115 MPH ACCORDING TO THE BASIC WIND SPEED MAPS OF ASCE 7-16 IS EQUIVALENT TO THE ALLOWABLE STRESS DESIGN WIND SPEED OF 90 MPH ACCORDING TO ASCE 7-05 AND IBC 2018 EQ 16-33.

STRUCTURAL STEEL

1. ALL STRUCTURAL SHAPES SHALL BE COLD FORMED HSS ASTM A500 GRADE C UNLESS OTHERWISE NOTED. TYPICAL MECHANICAL PROPERTIES FOR HSS PRODUCTS:

SQUARE AND RECTANGULAR	50,000 PSI YIELD / 62,000 PSI TENSILE
ROUND PIPE	46,000 PSI YIELD / 62,000 PSI TENSILE
2. ALL GALVANIZED STEEL TUBE PRODUCTS ARE MANUFACTURED PER ASTM A500, TYPICAL MECHANICAL PROPERTIES ACHIEVED FOR GALVANIZED TUBE PRODUCTS:

ROUND TUBE	45,000 PSI YIELD / 48,000 PSI TENSILE
------------	---------------------------------------
3. ALL PLATES SHALL COMPLY WITH ASTM A572 GRADE 50.
4. ALL STEEL TUBING SHALL BE TRIPLE COATED FOR RUST PROTECTION USING THE IN-LINE ELECTROPLATING COAT PROCESS. TUBING SHALL BE INTERNALLY COATED WITH ZINC AND ORGANIC COATINGS TO PREVENT CORROSION AS MANUFACTURED BY ALLIED TUBE & CONDUIT.
5. STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED AND ERRECTED IN ACCORDANCE WITH A.I.S.C. SPECIFICATIONS.
6. ALL SHOP WELDS SHALL BE EXECUTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN WELDING SOCIETY (AWS) D1.1 SPECIFICATIONS. ALL WELDS SHALL BE CONTINUOUS WHERE LENGTH IS NOT GIVEN. UNLESS OTHERWISE SHOWN OR NOTED ON DRAWINGS, ALL WELDS SHALL DEVELOP THE FULL STRENGTH OF THE WEAKER MEMBER. ALL WELDS SHALL BE MADE USING E70XX .045 WIRE.
7. SHOP CONNECTIONS SHALL BE WELDED UNLESS NOTED OTHERWISE. FIELD CONNECTIONS SHALL BE AS INDICATED ON THE DRAWINGS (IF REQUIRED). ALL FILLET WELDS SHALL BE A MINIMUM OF 3/16" UNLESS OTHERWISE NOTED. FIELD WELDS SHALL NOT BE ALLOWED.
8. ALL HIGH STRENGTH BOLTS SHALL COMPLY WITH ASTM F3125 GRADE A325 (GALVANIZED). ALL NUTS SHALL COMPLY WITH ASTM A563D4, AND WASHERS SHALL COMPLY WITH ASTM F436.
9. ALL HIGH STRENGTH BOLTS SHALL BE TIGHTENED TO A SNUG TIGHT CONDITION.
10. ALL STAINLESS STEEL BOLTS / STUDS SHALL COMPLY WITH ASTM F-593, ALLOY GROUP 1 OR 2. ALL NUTS SHALL COMPLY WITH ASTM F-594 ALLOY GROUP 1 OR 2.
11. ALL STRUCTURAL STEEL SHALL BE POWDER COATED WITH ONE SHOP COAT (2.5 MILS MIN.) OF ZINC-RICH PRIMER, UNDERCOAT, AND FINISH COAT, OR EQUIVALENT PAINT SYSTEM. THIS COAT IS A WEATHER RESISTANT POWDER COATING BASED ON POLYESTER TGIC (MANUFACTURED BY SHERWIN WILLIAMS, AKSO NOBEL, PPG OR TIGER DRYLAC). TO ACHIEVE OPTIMUM ADHESION, IT IS RECOMMENDED THAT THE PROPER TREATMENT AND DRYING TAKE PLACE BEFORE COATING. POLYESTER POWDER (TGIC) SPECIFICATIONS SHALL BE AS FOLLOWS:

- * PENCIL HARDNESS (ASTM D-3363).
- * HUMIDITY (ASTM D-2247).
- * SOLVENT RESISTANCE (PCI METHOD) - 50 DBL RUBS SL SOFTNESS.

FABRIC SPECIFICATION

1. FABRIC SHALL BE A HIGH DENSITY POLYETHYLENE WITH ULTRA VIOLET ADDITIVES, WITH MONOFILAMENT AND TAPE CONSTRUCTION GIVING A STABLE MATERIAL AND RACHEL KNITTED TO ENSURE MATERIAL WILL NOT UNRAVEL IF CUT.
2.

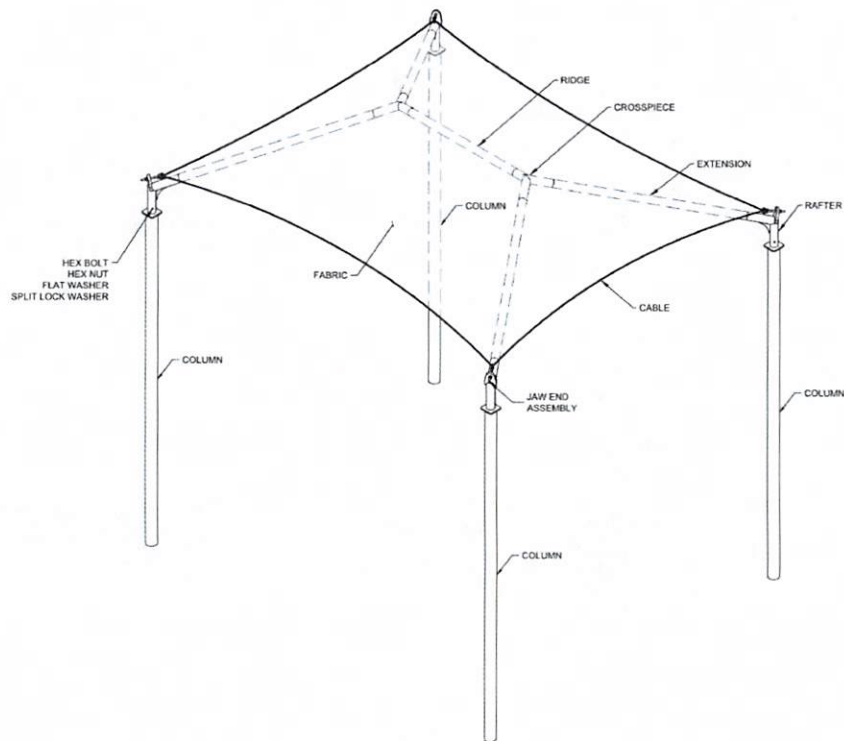
	SOLID COLORS	STRIPED COLORS
TEAR STRENGTH	WARP 220 4622 LB	WARP 182 9836 LB
	WEFT 462 9737 LB	WEFT 401 2413 LB
BURST STRENGTH	37 7098 PSIA	33 0686 PSIA
FADING	MINIMUM FADING AFTER 5 YEARS	

LIFE EXPECTANCY: A MINIMUM OF 8 YEARS CONTINUOUS EXPOSURE TO THE SUN

3. FIRE TEST ON FABRIC: NFPA 701 TEST 2 AND ASTM E 84
4. THREAD-PTFE (TEFLON) USED MEET THE FOLLOWING SPECIFICATIONS: HIGH STRENGTH, LOW SHRINKAGE, WIDE TEMPERATURE RANGE, FLEX, ABRASION RESISTANT AND UV RADIATION IMMUNITY. LOCKSTITCH - 1200 DENIER, CHAINSTITCH THREAD - 2400 DENIER.

AIRCRAFT CABLE

1. WIRE ROPE CABLE SHALL BE 7x19 STRAND CORE GALVANIZED WIRE ROPE WITH A BREAKING STRENGTH VALUE OF 7,000 LBS (14" DIAMETER)
2. CABLES SHALL BE FED THROUGH THE FABRIC SLEEVES AROUND THE PERIMETER OF THE CANOPY AND TENSIONED UNTIL THE FABRIC PANELS (DESIGNED PURPOSEFULLY UNDERSIZED) REACH A TAJNT APPEARANCE. ANY LONG TERM CABLE SAG SHALL BE MINIMIZED DURING THE MAINTENANCE RE-TIGHTENING VISITS AS REQUIRED.



LIST OF MATERIALS

ITEM	QTY	DESCRIPTION	3MR PART No.
BOLT	4	BOLT, HEX, 3/8"-16 x 3-1/2", GLV, ASTM A307	309110
HEX NUT	4	NUT, HEX, 3/8", GLV, ASTM F3125	306296
FLAT WASHER	8	WASHER, FLAT, 3/8" GLV, ASTM F436	306297
SPLIT LOCK WASHER	4	WASHER, SPLIT LOCK, 3/8", GLV	305314
JAW END	4	JAW END, BNC, PHA-HEN, 3/8"x4" DR, GLV	305949
CABLE CLAMP	4	CLAMPS, CABLE, 1/4" DR, GLV	307633
COLUMN	4	3.500 GA 08 ROUND TUBING	PH-350-123-215-SIN
EXTENSION	4	2.500 GA 11 ROUND TUBING	EXT-250-6A
RIERGE	1	2.500 GA 11 ROUND TUBING	RID-250-44
FABRIC	1	FABRIC SHADESURE NAVY BLUE	2000055NB
CABLE	1	WIRE ROPE, 7x19, 1/4", GALV	307604
RAFTER	4	UNPAINTED 250RAF-F5-ORE	250RAF-F5-ORE
CROSSPIECE	2	UNPAINTED 250CP-F5	250CP-F5

NOTICE

- FABRIC TOP NEEDS TO BE REMOVED IF SNOW EXCEEDING 5 PSF IS ANTICIPATED
- FABRIC TOP NEEDS TO BE REMOVED IF WINDS EXCEEDING 115 MPH ARE ANTICIPATED. SEE NOTES FOR DESIGN LOADS

CODE ANALYSIS

BUILDING	OCCUPANCY	CONSTRUCTION TYPE	AREA (SQFT)	OCCUPANT LOAD
SHADE STRUCTURE 10' 0" x 12' 0"	U	V-B	120	N/A

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF USA SHADE AND FABRIC STRUCTURES AND SHALL NOT BE REPRODUCED WITHOUT THEIR WRITTEN PERMISSION.



CORPORATE HEADQUARTERS
2580 ESTERS BLVD., SUITE 100
DFW AIRPORT, TX 75261
800-966-5005

CERTIFICATIONS:
IAS CERTIFICATION No: FA-428
CLARK COUNTY MANUFACTURER CERTIFICATION NUMBER (NEVADA): 355

CUSTOMER:
Willygoat
PROJECT NAME:
Evelyn Meador Library
LOCATION:
Seabrook TX
PROJECT NUMBER:
Q-047494

STRUCTURE TYPE:
4 Post HIP QRE 428
SIZE:
10' 0" x 12' 0" x 8' 0"

SCALE: AS NOTED

DRAWING SIZE

B

REV	DATE	DRW	CHK	ENG	MB	DESCRIPTION
1						RELEASE FOR CONSTRUCTION

Eng By: MB
Design By: GD
Approved By: MB

DRAWING DESCRIPTION:
NOTES / LOM

DWG.

PAGE

1000

REV

NC

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CORPORATE HEADQUARTERS
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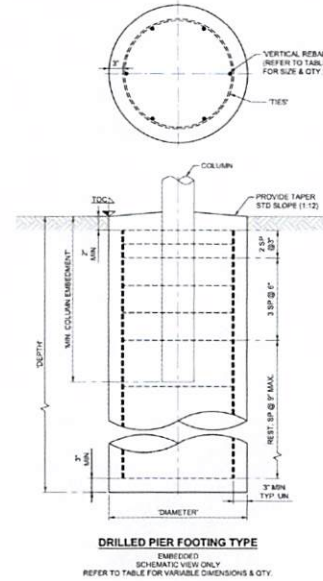
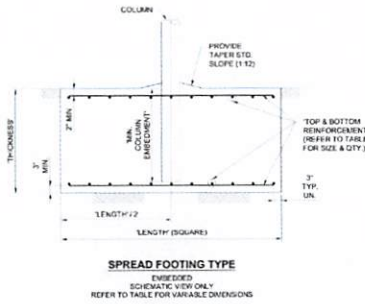
REINFORCED CONCRETE NOTES

- CONCRETE WORK SHALL BE EXECUTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AMERICAN CONCRETE INSTITUTE SPECIFICATION FOR STRUCTURAL CONCRETE ACI 301 AND BUILDING CODE ACI 318. CONCRETE SPECIFICATIONS SHALL BE AS FOLLOWS:
 - * 28 DAY STRENGTH, 2500 PSI
 - * SLUMP- 3-5
 - * PORTLAND CEMENT SHALL CONFORM TO C-150
 - * AGGREGATE SHALL CONFORM TO ASTM C-33
- ALL REINFORCEMENT STEEL SHALL CONFORM TO ASTM A-615 GRADE 60, AND SHALL BE DETAILED, FABRICATED AND PLACED IN ACCORDANCE WITH THE LATEST ACI SPECIFICATION FOR STRUCTURAL CONCRETE ACI 301, ACI DETAILING MANUAL AND CRSI MANUAL OF STANDARD PRACTICE.
- ALL ANCHOR BOLTS SET IN NEW CONCRETE (WHEN APPLICABLE) SHALL COMPLY WITH ASTM F-1554 GRADE 55 (GALVANIZED).
- ALL NON-SHRINK GROUT SHALL HAVE A MINIMUM 28 DAYS COMPRESSIVE STRENGTH OF 5000 PSI, AND SHALL COMPLY THE REQUIREMENTS OF ASTM C109, ASTM C339, ASTM C1092, ASTM C1107, WHEN APPLICABLE.
- SOIL PARAMETERS FOR FOOTING ANALYSIS; TABLE 1806.2, CLASS 5 - 1500(P/SI)
- FOR SPREAD FOOTING, EDGE OF COLUMN OR ANCHOR BOLTS MUST BE SET AT LEAST 12" FROM THE EDGE OF SPREAD FOOTING EDGE.
- FOR DRILLED PIER, THE EDGE OF COLUMN MUST BE SET AT LEAST 3/4" FROM REBAR WITHIN DRILLED PIER.
- SPREAD FOOTING ALLOWED TO BE ROTATED AS REQUIRED.

LENGTH (FT)	THICKNESS (FT)	TOP AND BOTTOM REINFORCEMENT				MIN. COLUMN EMBEDMENT (EMBED) (IN)	MIN. ANCHOR EMBEDMENT (RECESS & SURFACE) (IN)	
		QTY.	SIZE	SPACING (IN)				
3.00	3.00	4	#5	@	10.0	O.C.E.W.	33	19

DIAMETER (FT)	DEPTH (FT)	VERTICAL REBAR		TIES		MIN. COLUMN EMBEDMENT (EMBED) (IN)	MIN. ANCHOR EMBEDMENT (RECESS & SURFACE) (IN)	
		QTY.	SIZE	QTY.	Ø LOOP (FT)			
1.50	4.00	5	#5	9	1.0	#3	33	19

NOTE: ADDITIONAL
INSTALLATION COSTS
FOR SPREAD FOOTING



CERTIFICATIONS:
IAS CERTIFICATION No: FA-428
CLARK COUNTY MANUFACTURER
CERTIFICATION NUMBER (NEVADA):
355

CUSTOMER:
Wilbygat
PROJECT NAME:
Evelyn Meador Library
LOCATION:
Sabbrook TX
PROJECT NUMBER:
Q-047404

STRUCTURE TYPE:
4 Post HEP QRE 428

SIZE:
10' 0" x 12' 0" x 8' 0"

SCALE AS NOTED
DRAWING SIZE

B

REV	DESCRIPTION	DATE	DRAWN	CHECKED	ENG	MB
NC	RELEASE FOR CONSTRUCTION		QD	MB		

Eng. By: MB
Design By: QD
Approved By: MB

DRAWING DESCRIPTION:
FOOTING DETAILS

DWG. PAGE:
3000

REV:
NC