

MEMORANDUM OF UNDERSTANDING; WESTPARK TOLLWAY CORRIDOR ENHANCEMENT

This Memorandum of Understanding (MOU) will serve as a general framework for the roles and responsibilities of Metropolitan Transit Authority of Harris County (METRO), Harris County Toll Road Authority (HCTRA), Fort Bend County (FBC) and City of Houston (COH) with respect to the Westpark Tollway Capacity Optimization Study.

RECITALS:

WHEREAS, HCTRA operates a Tollway along Westpark Drive from IH-610 to SH99; and

WHEREAS METRO provides transit service in Harris County and is currently implementing the voter approved University BRT line that terminates along Westpark Drive at Beltway 8; and

WHEREAS, METRO owns additional right of way along Westpark Drive from Beltway 8 to the Harris County/Fort Bend County line; and

WHEREAS, FBC currently operates and maintains a Toll Road in the Westpark/FM 1093 Corridor from the Harris County line to FM 723; and

WHEREAS, FBC provides transit service in Fort Bend County and is currently planning a park and ride near SH-99 and Westpark Drive; and

WHEREAS, FBC owns additional right of way along Westpark Drive from the Harris County/Fort Bend County line to Eagle Lake, Texas.

WHEREAS, the City of Houston owns and operates Harwin, Westpark and Alief Clodine Roads that run adjacent to the Westpark Tollway.

The title will be accomplished by the Westpark Tollway Capacity Optimization Study (the "Study") which will evaluate a seamless integration of transportation modes into an overall transportation system providing significant local and regional benefits to all the Study partners. This Study will build upon HCTRA's Westpark Tollway plan, METRO's METRONext Plan, and FBC's strategic plan for improved mobility options. The study will focus on the Westpark Tollway from West Belt to its current termination past FM 723 but may include, for purposes of the efficient transition of services and facilities, portions of the corridor east of the West Belt and the planned extension of the Westpark Tollway to Fulshear, Texas.

Upon execution of this MOU and completion of the Study based on the understandings outlined herein, representative of HCTRA, METRO, and FBC intend to formulate and enter into definitive agreements for the development of a regional transportation project. These agreements will define the specific roles and responsibilities for the design, financing, procurement, construction, operation and maintenance of new transportation project and infrastructure improvements identified in the Study.

The following defines a basic outline of the roles and responsibilities of the parties in accomplishing the Study:

HCTRA's responsibilities:

1. HCTRA will comply with all requirements of its Revenue Bond obligations.
2. HCTRA will fund the Study.
3. HCTRA will ensure that all work and deliverables meet local requirements.
4. HCTRA will assist in all environmental work related to the Study development and will coordinate with all local transportation agencies.
5. HCTRA will assist in inter-agency and stakeholder coordination as well as agreed upon public involvement as requested.
6. HCTRA will assist in determining potential real estate needs required in Harris County in coordination with its partners.

METRO's responsibilities:

1. METRO will commit the resources necessary to identify one or more transit operating concepts and needed support facilities along the proposed alignment in both counties.
2. METRO, acting upon the timely submission of required information from HCTRA and Fort Bend County, shall review and provide technical comments related to the transit components of the project.
3. METRO will develop one or more transit operating concepts or alternatives which will include estimates of the transit vehicles needed to satisfy expected transit use, new or existing transit stops or stations, fare collection, operating costs, and other transit capital requirements necessary to develop and operate express bus service in a safe and efficient manner consistent with METRO's overall operational principles.
4. METRO will coordinate with HCTRA and Fort Bend County in the identification of transit stops or stations based upon access to potential transit priority infrastructure which may be created in the corridor.

FBC's responsibilities:

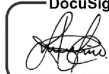
1. FBC will comply with all requirements of its Revenue Bond obligations.
2. FBC will participate in the Study.
3. FBC will ensure that all work and deliverables meet local requirements.
4. FBC will assist in all environmental work related to the Study development and will coordinate with all local transportation agencies in Fort Bend County.
5. FBC will assist in inter-agency and stakeholder coordination as well as agreed upon public involvement as requested.
6. FBC will assist in determining potential real estate needs required in Fort Bend County in coordination with its partners.
7. FBC, acting upon timely submission of required information from HCTRA and METRO, shall review and provide technical comments related to the project within its service area.

This MOU is intended to summarize the parties' understanding of the roles and responsibilities of the parties that will be incorporated into future definitive agreements. This MOU is not intended to be a binding agreement.

Date effective as of September 19, 2023.


Agreed to by:

DocuSigned by:

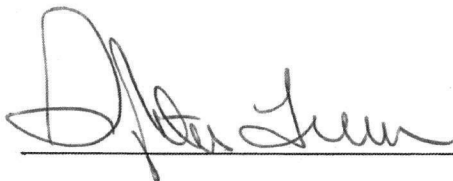


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Lina Hidalgo
Harris County Judge



K.P. George
Fort Bend County Judge



Sylvester Turner
Mayor, City of Houston



Sanjay Ramabhadran
Board Chair
Metropolitan Transit Authority
of Harris County, Texas