JOINT USE AGREEMENT
BETWEEN
THE UNIVERSITY OF AKRON
AND
METRO REGIONAL TRANSIT AUTHORITY

THIS JOINT USE AGREEMENT ("Agreement") is made this 30th day of March, 2009 between The University of Akron, an institution of higher education, located at 302 Buchtel Common, Akron, Ohio 44325 ("UNIVERSITY") and Metro Regional Transit Authority, a regional transit authority organized and existing pursuant to Ohio Revised Code §306, located at 416 Kenmore Blvd Akron, Ohio 44301 ("METRO").

WHEREAS, the Ohio General Assembly has approved the FY 2007-2008 Capital Budget (House Bill 699) which appropriates One Million Dollars ($1,000,000) (the "Funds") to the UNIVERSITY to be used for infrastructure related needs on a Hydrogen Technology Project conducted by METRO, including a Regional Transfer Station, Refueling Station and Production Facility (the "Project"), and

WHEREAS, the State of Ohio capital appropriations released through the Chancellor of the Ohio Board of Regents (the "Chancellor") require compliance with Ohio Administrative Rule 3333-1-03 (E), which specifically calls for the execution of a joint use agreement; and

WHEREAS, the UNIVERSITY has concluded that the value of the use of the property, facilities, resources and programs of METRO by the UNIVERSITY as provided in this Agreement is reasonably related to the amount of the appropriation, and that the terms of this Agreement are more favorable to the UNIVERSITY than to others.

NOW THEREFORE, in consideration of the mutual benefits hereunder, it is hereby agreed between the parties as follows:

1) a) Use of Facilities and Resources by the UNIVERSITY. METRO shall provide UNIVERSITY with access to the Project for available academic and research opportunities during normal business hours as determined by METRO in its sole discretion. Such access by the UNIVERSITY shall further be subject to all rules and regulations adopted by METRO for the Project. The Funds shall be paid to METRO as reimbursement for expenses, in accord with the requirements of Section 9. Upon approval by the State, payment shall be made directly to METRO. METRO shall use the funds to assist in the reconfiguration of the intersection of South Broadway and Bartges Street in Akron, Ohio, to make necessary improvements to Bartges Street, and for other improvements recommended in the Traffic Study of the area conducted by GPD dated

August 2007. To the extent practicable, METRO shall provide UNIVERSITY with opportunities for student field placements, student internships and student employment.

b) Improved access to the University of Akron by Public Transit

According to METRO's last ridership survey, approximately 1,000 people were using public transportation to travel to and from the University. This improvement will provide for a better transfer location, more secure facility, and improved passenger information. Each student should experience at 10 minute improvement in their travel time to and from the University. This is will save students 167 hours per day or 26,666 hours annually (based on two 16 week semesters). Assuming $10 per hour value of time, the cost of fuel, and improved street access to the University, the total value of this improvement is $266,666 annually.

c) Transportation Research Center within the College of Engineering

METRO and the College of Engineering have jointly filed grant proposals to test and develop a fuel cell powered bus with the Federal Transit Administration and Ohio's Congressional delegation for $1.2 million. While this was not funded, this facility will allow the two organizations to collaborate on future proposals and projects. Other research areas include bio-fuels and diesel electric hybrid vehicles. IN addition, METRO serves on the Research Center's advisory board. Recently, METRO made a presentation at the invitation of the Center about energy and fuel at the Universities and Colleges of Ohio Energy Alliance conference in Columbus. Finally, the span of access to METRO facilities, staff, and vehicles is approximately 100 hours per year or $25,000 annually.

2) Terms: Termination Prior to Expiration of Term. The term of this Agreement shall begin on the date of execution of this Agreement by the parties hereto and shall end fifteen (15) years thereafter. If any material terms or conditions contained in this Agreement are breached by METRO, UNIVERSITY may terminate this Agreement upon forty-five (45) days' written notice to METRO, provided that METRO does not cure the breach within the 45-day notice period. METRO or UNIVERSITY may terminate this Agreement for any reason not stated in the immediately preceding sentence upon thirty (30) days' written notice to the other party.

3) Reimbursement to State Upon Termination. In the event this Agreement is terminated for any reason prior to the end of its term, or if the station closes prior to fifteen years from the effective date of this Agreement, METRO shall remit to the State of Ohio a prorated portion of the Funds which shall be calculated by dividing the funds contributed by the State of Ohio by fifteen and multiplying that sum by (fifteen less the number of full years that the obligations of METRO under this Agreement were

fulfilled.)

4) Compliance with Laws. METRO shall comply with all pertinent federal, state, and local laws as well as state administrative regulations.

5) Renovation. The Funds will be used by METRO for capital improvements related to the Project conducted by METRO, including a Regional Transfer Station, Refueling Station and Production Facility more specifically described in Section 1.

6) Ownership of Facilities to be Renovated: Insurance. All of the funds will be used to renovate facilities owned by METRO. METRO must be fully insured, subject to normal deductibles, and must name UNIVERSITY as an additional insured.

7) Hold Harmless. To the extent permitted by law, METRO agrees to hold the UNIVERSITY, its officers; trustees and employees harmless from any or all obligations, expenses, liabilities, or claims of any kind arising out of (1) the construction, renovation, operation or maintenance of the facilities of METRO, and/or (2) the UNIVERSITY, its officers, trustees or employees being named as a defendant in or party to any lawsuit or adjudicatory proceeding, if such lawsuit or adjudicatory proceeding arises out of an action or omission, or an alleged action or omission, of METRO, or their respective officers, trustees or employees, including, but not limited to, the failure or alleged failure of METRO to comply with applicable public bidding requirements or any other federal, state or local law, ordinance, rule, order, directive or regulation. This section shall not apply to any claim arising solely out of the negligence or reckless misconduct of the UNIVERSITY, or its trustees, officers or employees.

8) Competitive Bidding. METRO, in connection with the Project, shall, to the extent required by law, follow the competitive bidding procedures as set forth in Ohio Revised Code Chapter 153, including, but not limited to, publishing advertisements to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and responsible bidders. The UNVERSITY shall have the right to review and audit the records of METRO pertaining to their use of competitive bidding procedures.

9) Distribution of Funds: Administrative Costs. Upon execution of this Agreement, the UNIVERSITY shall submit to the Chancellor a formal request for the release of Funds. After the release of Funds, METRO shall submit to the UNIVERSITY requests for payment of amounts along with documentation of contractor invoices and/or purchase orders related to obligations incurred by METRO for permitted uses of the Funds. Such obligations must be properly documented to the UNIVERSITY'S satisfaction. From the Funds, the UNIVERSITY shall receive administrative costs of $15,000, which is an amount equal to one and one-half percent (1 ½%) of the total amount of the Funds disbursed.

10) Amendments. Any amendments to this Agreement shall be in writing signed by METRO and the UNIVERSITY and shall require approval by the Chancellor.

11) Records of UNIVERSITY use. METRO shall, upon request by the Chancellor and/or the UNIVERSITY, supply the Chancellor and/or the UNIVERSITY with all pertinent records which measure the nature and extent of use of the METRO facilities by the UNIVERSITY, the terms and conditions governing such use and the specific benefits derived by the UNIVERSITY under this Agreement.

12) Notices. All notices to the parties given under this Agreement shall be in writing, sent by registered or certified mail (return receipt requested) and addressed to the parties at the addresses set forth below, or to such other address as either party shall be designated by prior notice.

Vice President for Business and Finance
and Chief Financial Officer
The University of Akron
302 Buchtel Common
Akron, Ohio 44325

Robert K. Pfaff, Executive Director/Secretary-Treasurer
Metro Regional Transit Authority
416 Kenmore Blvd
Akron, OH 44301

13) Binding Nature. This Agreement shall be binding upon and inure to the benefit of METRO and the UNIVERSITY and their respective successors and assigns.

14) Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto concerning the subject matter of this Agreement and supersedes all previous agreements, arrangements, discussions, representations, promises and understandings, whether written or oral, relating to the subject matter of this Agreement.

15) Headings. The headings used in this Agreement are inserted only as a matter of convenience and for reference and should not be given effect in the interpretation of this Agreement.

16) Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of Ohio.

The parties executing this Joint Use Agreement represent that they have the authority to bind their respective parties.

THE UNIVERSITY OF AKRON

BY: _____
F. John Case

TITLE: Vice President for Finance and Administration and Chief Financial Officer

DATE: 3/30/09

METRO REGIONAL TRANSIT AUTHORITY

BY: _____
Robert K. Pfaff

TITLE: Executive Director/ Secretary-Treasurer

DATE: 3-26-09

Reviewed and approved for legal form and sufficiency:

BY: _____
John J. Reilly
Associate General Counsel
The University of Akron

DATE: 3.27.09