

ATTACHMENT NO. 1

AGREEMENT
Metropolitan Energy Center – Kansas City Power & Light Company

This AGREEMENT is made this 28 day of July, 2010, between the Metropolitan Energy Center, Inc., (hereinafter, MEC), having its principle place of business at: 3810 Paseo Boulevard, Kansas City, Missouri; and **Kansas City Power & Light Company**, (hereinafter, Contractor), having a principle place of business at: PO Box 418679, Kansas City, MO 64141-9679.

ARTICLE I. TERM OF CONTRACT

Section 1.01. This Agreement will be effective beginning December 28, 2009, or on the start date established by the U.S. Department of Energy (US DOE) for Award No. DE-EE0002538 "Midwest Region Alternative Fuels Project," (hereinafter the Project) a project of NOFA DE-PS26-09NT01236-00, for a period of four years, or on the end date established for said US DOE award.

ARTICLE II. INDEPENDENT CONTRACTOR STATUS

Section 2.01. It is the express intention of the parties that the Contractor is an independent contractor and not an employee, agent, joint venture, or partner of the MEC. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the MEC and Contractor or any employees' or agents of the Contractor. The Contractor and its employees/agents are not covered by the MEC Workers Compensation Insurance Policy, MEC liability insurance policies, MEC personnel policies, MEC performance evaluation and compensation systems or any MEC employee group benefit program. The Contractor retains the right to perform services for the general public during the term of this Agreement.

ARTICLE III. SERVICES TO BE PERFORMED BY THE CONTRACTOR

Section 3.01. Contractor agrees to:

1. Uphold the financial commitment for purchase of alternative fuel and/or advanced technology vehicles and/or installation or upgrade of alternative fuel infrastructure as set forth in its letter of May 21, 2009 (Attachment A), except as amended by letter upon mutual agreement between Project Director and Contractor and made a part of this Agreement.
2. Abide by the requirements set forth in the US DOE Award No. DE-EE0002538 and any modifications thereof. (Attachment B)
3. Perform other tasks with regard to the "Midwest Region Alternative Fuels Project," US DOE Award No. DE-EE0002538, as required by the Project Director.

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Section 3.02. Contractor will determine the method, details and means of performing the services described in Section 3.01 above. The MEC shall have no right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

Section 3.03. Contractor may, at the Contractor's own expense, engage such persons or entities (Vendors) as the Contractor deems necessary to perform the services required of the Contractor by this Agreement. The MEC may not control, direct, or supervise Contractor's agents or employees in the performance of those services. MEC has no responsibility for the payment of compensation, withholding of taxes, provision of or payment for unemployment insurance, workers compensation insurance, or disability insurance, for these Vendors.

Section 3.04. When contracting with Vendors, Contractor shall abide by the Davis Bacon Act to ensure fair wages, as specified in US DOE Award No. DE-EE0002538 and its attachments.

Section 3.05. Contractor shall perform the services required by this agreement at any place or location and at such times as the Contractor shall determine, within compliance of federal and Project deadlines.

Section 3.06. For the purposes of this Agreement, the "Project Director" is Kelly Gilbert, and the "MEC Executive Director" is Robert Housh. MEC reserves the right to designate other persons as Project Director or Executive Director as necessary.

ARTICLE IV. COMPENSATION

Section 4.01. In consideration of the services to be performed under this Agreement by the Contractor, the MEC agrees to reimburse the Contractor for invoices submitted during the term of this Agreement. Payments shall be consistent with and not exceed those costs specified herein. Total Contractor reimbursements shall not exceed \$150,000. Contractor will notify the Project Director if any additional funds may be required. Project Director may authorize additional funds up to \$[10%] without contract amendment, by email or letter notification to Contractor, should such funds become available.

Section 4.02. On or before the 10th of each month, Contractor shall submit invoices to the Project Director specifying services rendered by it pursuant to this Agreement during the preceding month. Payment of expenses shall be made on a monthly basis within 60 days of MEC's approval of an invoice. Approved invoices shall include receipts for services rendered to Contractor by a vendor or detailed statements of expenses incurred directly by Contractor. MEC will provide an invoice template to Contractor.

Section 4.03. Contractor may suspend performance without default if timely payment of approved invoices is not made. Notwithstanding the aforesaid, payment shall be limited to those costs actually reimbursed to MEC by DOE pursuant to the provisions of Section 4.05.

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Section 4.04. MEC shall not be responsible for any additional costs and expenses incident to Contractor's performance of the services hereunder including but not limited to, costs of equipment provided by the Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against the Contractor and any other of Contractor's costs of doing business.

Section 4.05. Contractor recognizes that the purpose of this contract is to implement the US Department of Energy (US DOE), ARRA grant-funded Project, Midwest Region Alternative Fuels Project - Award No. DE-EE0002538. MEC is only obligated to pay Contractor for authorized work and expenses incurred and paid for pursuant to this project and only to the extent that US DOE actually reimburses MEC under the implementing agreements between US DOE and MEC.

Section 4.06. Authorizations to proceed shall be issued by the Project Director to the Contractor prior to initiating work or incurring expenses.

ARTICLE V. OBLIGATIONS OF CONTRACTOR

Section 5.01. Contractor will supply all equipment and instruments required to perform the services under this agreement. Contractor is not required to purchase or rent any tools, equipment or services from the MEC.

Section 5.02. On or before the 10th of each month following the end of a calendar year quarter (i.e. January 10, April 10, July 10 and October 10), Contractor shall submit a progress report to the Project Director updating status of work performed by it pursuant to this Agreement during the preceding quarter. Form of progress reports and data to be collected for them will be communicated by Project Director.

Section 5.03. Contractor agrees to comply with appropriate federal and state laws, rules and regulations governing its employees.

Section 5.04. Contractor is responsible for withholding and paying all applicable state and federal taxes for itself and its employees. In particular:

- MEC will not withhold FICA (Social Security) or Medicare from Contractor's payments;
- MEC will not make state or federal unemployment insurance (FUTA) contributions on Contractor's behalf;
- MEC will not withhold state or federal income taxes from payments to Contractor;
- MEC will not make disability insurance contributions on behalf of Contractor; and
- MEC will not obtain workers compensation insurance on behalf of Contractor.

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ARTICLE VI. MARKETING AND APPROVALS

Section 6.01 With respect to any marketing efforts including but not limited to logos, stickers, decals or signage made a part of equipment purchased or infrastructure established; or any printed materials or other marketing and/or outreach materials, activities, or web sites created under this Agreement, Contractor agrees to submit any such marketing effort to review and approval by the Project Director, such approval not to be unreasonably withheld.

Section 6.02 Contractor will not make any press release or other formal publicity relating to its work on behalf of the US DOE Award No. DE-EE0002538 without first obtaining, in each case, formal written approval of the Project Director, such approval not to be unreasonably withheld.

Section 6.03 MEC agrees it will not make any press release or other formal publicity, nor conduct any marketing activities directly related to the work by Contractor under this Agreement without first consulting with Contractor.

Section 6.04 Marketing or publicity efforts by Contractor must be sent for approval by email or postal mail to Project Director to the following address or email address, or through any means, electronic or otherwise, agreeable to both Project Director and Contractor:

Kelly Gilbert
Metropolitan Energy Center
3810 Paseo Blvd.
Kansas City, MO 64109
kgilbert@kcenergy.org

Section 6.05 Project Director will make comments or approve marketing or publicity efforts within 10 working days; except with respect to time-sensitive publicity and marketing efforts, for which Project Director will endeavor to make comments or approvals as quickly as possible, not to exceed 5 business days.

ARTICLE VII. OBLIGATIONS OF THE MEC

Section 7.01. MEC agrees to comply with all reasonable requests of Contractor and provide access to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

Section 7.02. Neither this Agreement nor the duties or obligations under this Agreement may be assigned by the MEC without prior written consent of the Contractor.

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ARTICLE VIII. TRADE SECRETS, CONFIDENTIALITY AND NON-COMPETE

Section 8.01. Trade Secrets/Confidentiality. Contractor acknowledges that as a result of their activities with MEC, Contractor has knowledge of business affairs of MEC not available to the public which knowledge could and does constitute trade secrets, confidential information of MEC and is the sole property of MEC. Contractor agrees that he shall not, during the term of this Agreement, or at any time thereafter, (unless the same shall have ceased being a trade secret, confidential information, or otherwise become public knowledge), reveal, divulge or otherwise make known any such trade secret and/or confidential information to any such person other than an officer or employee of MEC or any individual or company that the Board of MEC may designate in writing.

Section 8.02. Remedy. If Contractor commits a breach of the above provision, MEC may enforce any right it may have at law for damage in, and in addition, shall be entitled, as of a matter of right to have such provisions specifically enforced by any Court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to MEC and that money damages will not provide an adequate or complete relief to the MEC.

ARTICLE IX. GENERAL PROVISIONS

Section 9.01. Any notice to be given hereunder by either party to the other may be effectuated either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of the actual receipt; mailed notices will be deemed communicated as of two days after mailing.

Section 9.02. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for the MEC and contains all covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Section 9.03. If any provision of this Agreement is held by a tribunal of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

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Section 9.04. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, terrorism, and other causes beyond the reasonable control of the party obligated to perform shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage. This section shall not be deemed to abrogate MEC's obligations under Article IV.

Section 9.05. Any controversy or dispute between the two parties relating to the validity, construction, application, enforcement or breach of this Agreement shall be submitted to final and binding arbitration pursuant to the Commercial rules of the American Arbitration Association and the United States Arbitration Act. MEC and Contractor waive their rights, if any, to have any such matters heard by a court or a jury, whether state or federal. With complete discretion, the arbitrator(s) shall assess arbitration costs/fees and may award the parties' costs/fees incurred in connection with the arbitration.

Section 9.06. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement, or condition. Failure of the holder to exercise any right or remedy available under any provision hereof or by law shall not preclude exercise thereof at any time thereafter. No indulgence or forbearance shall constitute or be construed as a waiver for any subsequent or different breach or default hereunder.

Section 9.07. This Agreement may be terminated by either party at any time by giving 30 days written notice to the other party.

Section 9.08. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

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Kansas City Power & Light Company

By: [Signature]
Responsible Officer Name, Officer Title

Date: 7/28/10

Approved as to Legal Form
PIV for JAR 7/27/10
KCP&L Law Dept

METROPOLITAN ENERGY CENTER

By: [Signature]
Robert Housh, Executive Director

Date: 8/17/2010