

RESOLUTION NO. 2763

A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING AMENDMENT #1 TO THE CHARGING STATION LICENSE AGREEMENT WITH PORTLAND GENERAL ELECTRIC FOR INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS ON CITY PROPERTY.

WHEREAS, the use of electric vehicles is anticipated to increase in the next five years and Portland General Electric (PGE) is adding six new community charging hubs to their electric vehicle charging network; and

WHEREAS, the City of Wilsonville has a Council Goal to promote and make available numerous options for convenient sustainable choices and both the City and PGE desire to construct an electric vehicle charging station within the City limits; and

WHEREAS, the Library parking lot meets the criteria of for an ideal site for a charging station and the use of the Library parking lot is provided free of charge to PGE so that citizens will have more access to electric charging stations; and

WHEREAS, PGE does charge for the use of the stations and the term of the agreement is for ten years and shall automatically renew an annual basis for one-year periods; and

WHEREAS, on January 24, 2019 the City Council approved Resolution No. 2721, approving a Charging Station License Agreement with Portland General Electric for Installation of Electric Vehicle Charging Stations; and

WHEREAS, the layout and specific location of the equipment associated with the project has been modified per the request of the City and the site layout plans have been updated accordingly; and

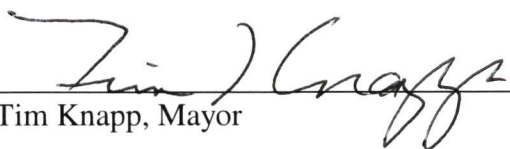
NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The site layout plan for the Electric Charging Station has been revised by request of the City and Exhibit A2 from the original agreement is being replaced by Exhibit B in Amendment #1. The revised Exhibit B generally depicts the Charging Station Area and once final design of the site has

been completed an updated Exhibit B will be adopted via Licensing Agreement Amendment # 2.

2. The City Council hereby adopts Amendment #1 to the Charging Station License Agreement attached to this Resolution and incorporated by this reference, and authorizes the City Manager to execute the same.
3. This resolution becomes effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 5th day of September 2019, and filed with the Wilsonville City Recorder this date.



Tim Knapp, Mayor

ATTEST:



Kimberly Veliz, City Recorder

SUMMARY OF VOTES:

Mayor Knapp	Yes
Councilor President Akervall	Yes
Councilor Lehan	Yes
Councilor West	Yes

EXHIBIT:

1. Amendment #1 to the Charging Station License Agreement

Amendment #1 the Charging Station License

THIS AMENDMENT No. 1 TO THE CHARGING STATION LICENSE ("Amendment #1") is effective as of September 5, 2019 ("Effective Date"), by and between PORTLAND GENERAL ELECTRIC COMPANY ("PGE") and CITY OF WILSONVILLE ("Owner"). PGE and Owner are sometimes referred to collectively as, the "Parties" and each individually, a "Party".

WHEREAS, the Parties entered into a Charging Station License, effective January 31, 2019 (the "Agreement")

WHEREAS, the Parties desire to further amend certain provisions of the Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises of the Parties as set forth herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. Section 1.9 is hereby added to the Agreement:

1.9 The Property and Charging Station Area are generally depicted in Exhibit B, the Draft Site Layout Plan, which is attached hereto and incorporated herein. Exhibit B replaces Exhibit A2 - Preliminary Site Design in the original agreement. PGE agrees to construct and install the Charging Stations in general conformance with Exhibit B. Once the final design of the site has been completed an updated Exhibit B showing the Property and Charging Station will be adopted via AMENDMENT No. 2 to this agreement.

B. Continued Effectiveness of Agreement. All other provisions of the Agreement remain in full force and effect, except as otherwise amended in writing, by mutual agreement by PGE and Owner.

C. Miscellaneous.

1. Defined Terms. Capitalized terms used but not defined in this Amendment #1 shall have the meanings given to them in the Agreement.
2. Captions. The captions contained in this Amendment #1 are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Amendment #1 or the intent of any provision contained herein.
3. Nature of Agreement: Conflicts. The Parties acknowledge and agree that all of the terms and conditions of the Agreement as in effect immediately prior to this Amendment #1, except to the extent specifically amended, modified or supplemented by this Amendment #1, remain in full force and effect. This Amendment #1 contains the entire agreement of the Parties with respect to the specific subject matter hereof and supersedes all prior written or oral correspondence between the Parties and their representatives (including emails) regarding the specific subject matter hereof. In the event of a conflict between the

Amendment #1 the Charging Station License

terms of this Amendment #1 and the terms of the Agreement, the terms of this Amendment #1 shall control.

- 4. Amendments. No amendment to the terms and conditions of this Amendment #1 shall be valid and binding on the Parties unless made in writing and signed by an authorized representative of each of the Parties.
- 5. Effect of Amendment. This Amendment #1 is subject to the terms and conditions set forth in the Agreement. Disputes regarding interpretation of this Amendment #1 will be resolved pursuant to the dispute resolution process set forth in the Agreement.
- 6. Governing Law. This Amendment #1 shall be governed and construed in accordance with the laws of the State of Oregon.
- 7. Counterparts; Facsimile Signatures. This Amendment #1 may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this SOW Amendment #1, and any telecopy or other facsimile transmission of any signature of a party shall be deemed an original and shall bind such Party.
- 8. Utility Easement. This Agreement will be read in conjunction with the PGE Utility Easement for this Charging Station.

City of Wilsonville

Portland General Electric Company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit B – Site Layout Plan

