

**BELLEVUE RECORDS  
MANAGEMENT**

**CONTRACT FACE SHEET**

*Vegetation*

Document Type:

☐ Contract

☒ MOU

☐ Interlocal Agreement

☐ Notice of Acceptance

☐ Retainage

☐ Franchise Agreement

☐ Right of Way Use Agreement

☐ Lien

☐ Correspondence

☐ Collective Bargaining Agreement

Status:

☒ New

☐ Amendment

☐ Change Order

☐ Renewal

☐ Cancellation

\*Vendor Name:

*Puget Sound Energy*

\*JDE PO Number:

\*Effective Date:

*6-25-03*

\*Termination Date:

*6-25-07*

\*Clarks Receiving Number:

*34156*

Related Receiving Number:

Bid Number:

Grant Number:

Ordinance Number:

*5543*

Resolution Number:

CIP Number:

Project Name:

*Vegetation Mgmt Procedure*

Site Name:

Vendor Number:

Location:

\* Denotes Mandatory Fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

Face Sheet Date:

*6-24-05-ALT*

Scan:

Index:

REC NO. 34256  
CITY OF BELLEVUE  
DATE 4/25/03  
CM-7011906  
CITY CLERK'S OFFICE  
03-897  
End 5443

**Memorandum of Understanding  
Vegetation Management Procedure**

This Memorandum of Understanding is entered into between the City of Bellevue (the "City") and Puget Sound Energy ("PSE"), also referred to herein together as the "Parties".

WHEREAS, the City and PSE have entered into a Franchise Agreement, Ordinance No. 5443 ("the Franchise"), and

WHEREAS, the City takes exceptional pride in the care of trees within the City; whether located within a native area or along a landscaped street, all trees should be trimmed with the same care and attention to detail, and

WHEREAS, the City and PSE recognize the value of defining and developing their working relationship through cooperation, planning, communication and coordination, and

WHEREAS, the City and PSE desire to establish mutually agreed practices for the performance of vegetation management within and adjacent to the Franchise Area as defined by the Franchise.

NOW, THEREFORE, it is hereby understood and agreed between the Parties as follows:

This Memorandum of Understanding is intended by the Parties to be supplemental to the Franchise to the extent it contains practices for the performance of vegetation management within and adjacent to the Franchise Area.

Unless specifically defined otherwise in this agreement, all defined terms herein will have the same meaning as when used in the Franchise.

This Memorandum of Understanding may be amended by mutual agreement of the Parties. Any amendments must be set forth in writing, signed by both Parties, and specifically state that it is an amendment to this Memorandum of Understanding.

This Memorandum of Understanding, as from time to time amended, will remain in full force and effect for the term of the Franchise, unless sooner terminated by mutual agreement of the Parties. These provisions are agreed to by the Parties for the purpose of implementing Section 15 of the Franchise.

**Vegetation Management Procedure**

1. The City's Natural Resource Manager ("NRM"), or his/her designee, should be notified at least one week prior to any vegetation management work being conducted within City limits; except that emergency work can be done the same day providing that the NRM is contacted either by phone or e-mail. If the NRM is not

available, a message can be left and City staff will review the nature of the work on the next available business day.

2. All pruning should be conducted under current International Society of Arboriculture standards. Crew foreman will be aware of these standards and ensure that they are implemented for all pruning conducted by or for PSE within the City.

3. PSE or its contractors should trim trees according to species growth habits. Crew foreman will be aware of different tree species and understand their corresponding growth habits.

4. In the event trees need to be trimmed within and/or adjacent to the Franchise Area or within City owned property (including native areas and developed parks), the City shall be notified ahead of time and shall be provided the opportunity to have the trees removed entirely. Replacement trees can be negotiated between the NRM and PSE or their contractor on a case by case basis.

5. All debris associated with line clearance tree trimming and/or removal work within or adjacent to the Franchise Area or within City owned property (including native areas and developed parks) will be chipped and removed by PSE or its contractor from the site at no cost to the City. 'Drop and Scatter' practices will require prior approval from the NRM.

6. When trees are heavily trimmed or removed within native areas, the work should be performed in such a way as to avoid damage to other trees within that area. If additional trees are accidentally damaged during such work, PSE, or its contractor, will use its best efforts to appropriately prune any such damaged trees. The NRM is to be contacted immediately in the event of any unplanned damages to City owned trees.

7. Climbing trees with gaffs or spikes is strongly discouraged on any deciduous, hardwood or thin bark tree species unless the tree is to be removed.

8. A knowledgeable PSE representative will stay in close communication with the NRM while vegetation management work is performed within the City. Periodic performance reviews should be conducted at the request of the NRM.

9. Any dispute, disagreement or claim arising out of PSE's vegetation management practices must first be presented to and considered by the Parties. A Party who wishes to present such dispute, disagreement or claim will notify the other Party and pursue resolution of the dispute, disagreement or claim consistent with Sections 11 and 12 of the Franchise and as limited by Section 25 of the Franchise.

All negotiations pursuant to these procedures for the resolution of disputes will be confidential and will be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.

Agreed and Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2003

PUGET SOUND ENERGY, INC.

CITY OF BELLEVUE

Assistant Manager Municipal Training  
(Title)

EROB  
City Manager

Mark S. Boaman Director of Customer Operations  
(Title)

Approved as to form:

R. J. Kelley  
Deputy City Attorney