

**MEMORANDUM OF AGREEMENT
NO. GCA 6055**

SR 99 ALASKAN WAY VIADUCT AND SEAWALL REPLACEMENT PROGRAM

**Between the State of Washington Department of Transportation and
the Burke Museum of Natural History and Culture**

TRANSFER AGREEMENT

FOR THE YESLER WAY VICINITY STABILIZATION PROJECT

THIS Transfer Agreement, No. GCA 6055, for the Yesler Way Vicinity Stabilization Project, (Agreement) is made and entered into between the State of Washington, Department of Transportation, hereinafter the "State," and the Burke Museum of Natural History and Culture, hereinafter the "Museum," collectively the "Parties" and individually the "Party."

WHEREAS, in March 2007, the Governor, the King County Executive, and the Mayor of Seattle pledge to advance a series of key SR 99 Moving Forward Projects that will facilitate the removal and/or repair of key portions of SR 99, which are: Electrical Line Relocation, Battery Street Tunnel Fire and Life Safety Upgrades, SR 99 Lenora to Battery Street Tunnel Improvements, SR 99 South Holgate Street to South King Street Viaduct Replacement Project, Transit Enhancements and Other Improvements, and Yesler Way Vicinity Stabilization Project (Project); and

WHEREAS, Section 106 of the National Historic Preservation Act (NHPA), its implementing regulation 36 CFR 800, and 36 CFR 79, Curation of Federally Owned and Administered Archaeological Collections, outline requirements for the preservation of artifacts that the State will adhere to; and

WHEREAS, in the course of work on the Project, a federal undertaking administered by the Federal Highway Administration (FHWA), the State discovered artifacts (Artifacts) for which the City of Seattle transferred ownership to the State; and

WHEREAS, the Museum is a federally qualified facility for placement of the Project Artifacts and Associated Documentation under NHPA regulations and the State seeks placement of the Project Artifacts with the Museum.

Now therefore, pursuant to RCW 39.34 and in consideration of the terms and conditions contained herein,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Purpose

1.1 The primary purpose of this Agreement is to transfer ownership of the Project Artifacts and Associated Documentation to the Museum.

1.2 The secondary purpose of this Agreement is for the State to pay the Museum transfer costs.

2. Ownership, Rights and Responsibilities

2.1 By this Agreement the State transfers ownership of the Project Artifacts and Associated Documentation unconditionally and irrevocably to the Museum as a Transfer of Ownership for the Museum's teaching collection. As such, the State acknowledges that the Project Artifacts may be used or disposed of as the Museum sees fit.

2.2 The State acknowledges that the Museum is in no way obligated to exhibit the Project Artifacts in the Museum.

2.3 Prior to utilizing the Project Artifacts for teaching or disposing of the Project Artifacts, the Museum may consult with the State to determine the significance of the Project Artifacts within the context of the sum of the materials collected from Alaskan Way Viaduct and Seawall Replacement Program as a whole.

2.4 The State will deliver the Project Artifacts to the Museum.

3. Agreement Term and Termination

3.1 The term of this Agreement shall commence as of the date that all Parties have executed this Agreement.

3.2 This Agreement shall terminate after the Project Artifacts and Associated Documentation have been delivered to the Museum and the State has settled payment with the Museum for the transfer costs.

4. Payment

4.1 Within thirty (30) business days of the Museum's receipt of the Project Artifacts, the Museum will submit one (1) invoice and required Transfer of Ownership forms to the State.

4.2 The Museum will invoice the State in the amount of Seven Hundred and Fifty Dollars (\$750.00) per box of Project Artifacts and Two Hundred and Fifty Dollars (\$250.00) for Project Associated Documentation plus Two Hundred Seventy Three Dollars (\$273.00) for 15.6% University of Washington Indirect Costs. The Parties anticipate that two (2) boxes will be needed to store the Project Artifacts. The State will pay the Museum for transfer of the Project Artifacts and Associated Documentation not to exceed a maximum amount of Two Thousand Twenty Three Dollars (\$2,023.00). Any additional costs associated with the curation of the Project Artifacts shall be the subject of an amendment to this Agreement.

4.3 The State will make payment for the invoiced costs within thirty (30) calendar days from receipt of the invoice from the Museum.

5. Designated Representatives

5.1 All communication between the Parties regarding the terms and administration of this Agreement must go through the designated representatives identified as follows.

The State's designated representative shall be:

Allison Hanson
Director of Environmental Services
Alaskan Way Viaduct and Seawall Replacement Program
999 Third Avenue, Suite 2424
Seattle, WA 98104
(206) 382-5279

The Museum's designated representative shall be:

Dr. Peter Lape
Curator of Archaeology
Burke Museum of Natural History and Culture
University of Washington, Box 353010
Seattle, WA 98195-3010
Phone: (206) 685-9364
Fax: (206) 685-3039
E-mail: plape@u.washington.edu

6. Amendment

6.1 The Parties reserve the right to amend this Agreement as necessary. No addition or modification to this Agreement shall be binding upon the Parties unless produced in writing and signed by an authorized representative of each of the Parties.

7. Dispute Resolution

7.1 The designated representatives herein under Section 5 shall use their best efforts to resolve disputes between the Parties. If these individuals are unable to resolve the dispute, the responsible project directors of each Party shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by the department directors of each Party. The Parties agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

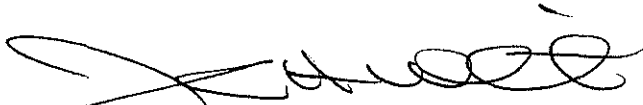
8. Records Retention

8.1 For as long as the Museum retains the Project Artifacts, the Museum will maintain all records and accounts pertaining to the curation to be kept available for inspection and audit by the State and/or Federal Government. Copies of all records, accounts, documents or other data pertaining to the curation of the cultural resource materials and this Agreement will be furnished upon request.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last day and year written below.

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

THE BURKE MUSEUM OF
NATURAL HISTORY AND CULTURE



John White
Program Director
Alaskan Way Viaduct and Seawall
Replacement Program

Dr. Peter Lape
Curator of Archaeology

6/11/09

6/11/09

Date

Date

APPROVED AS TO FORM:



Elizabeth Lagerberg
Assistant Attorney General

5-28-09

Date