

**THIS PRINT COVERS CALENDAR ITEM NO. : 14**

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Transit

**BRIEF DESCRIPTION:**

Authorizing the Director of Transportation to execute a Gift and License Agreement with David Wiggins and Jay Primus for the donation of a new transit map for the Muni system

**SUMMARY:**

- As a part of its new Muni Forward project, which was informed by the Transit Effectiveness Project (TEP) planning process, the SFMTA has introduced a new classification framework for all its routes that provides a clear understanding of the different roles that different routes play in the city, and serves as a blueprint for redrawing the Muni system map to more effectively communicate route information—in particular, route frequency
- On March 28, 2014, the SFMTA Board of Directors approved a wide range of Muni route and service changes that are scheduled for implementation as a part of Muni Forward beginning this fall.
- To increase system legibility and highlight the different transit choices and tradeoffs available to customers, SFMTA seeks to adopt a new system map.
- In 2013, David Wiggins and Jay Primus (Donors) presented to SFMTA a newly designed system map, which meets SFMTA’s specifications, and offered to make a gift to SFMTA of a license to use the map design, subject to the conditions in the Gift and License Agreement (Gift Agreement).
- The Gift Agreement would allow SFMTA to place the new system map on Muni vehicles/facilities and on the Muni website, sell or give Muni maps to the public, sublicense the design to third parties for commercial or non-commercial uses, periodically update and alter the base map, prepare other SFMTA-related maps that are based on the new design, and advertise on or with the Muni map.

**ENCLOSURES:**

1. SFMTAB Resolution
2. Map Agreement

**APPROVALS:**

**DATE**

DIRECTOR \_\_\_\_\_

June 15, 2014

SECRETARY \_\_\_\_\_

June 15, 2014

**ASSIGNED SFMTAB CALENDAR DATE:** June 24, 2014

## **PURPOSE**

To authorize the Director of Transportation to accept from David Wiggins and Jay Primus a gift of a new transit map for the Muni system, subject to the conditions of the Gift Agreement.

## **GOAL**

This action is consistent with goals of the SFMTA Strategic Plan, specifically:

- Goal 2:        Make transit, walking, bicycling, taxi, ridesharing and carsharing the preferred means of travel;  
                  Objective 2.1 Improve customer service and communications.

## **DESCRIPTION**

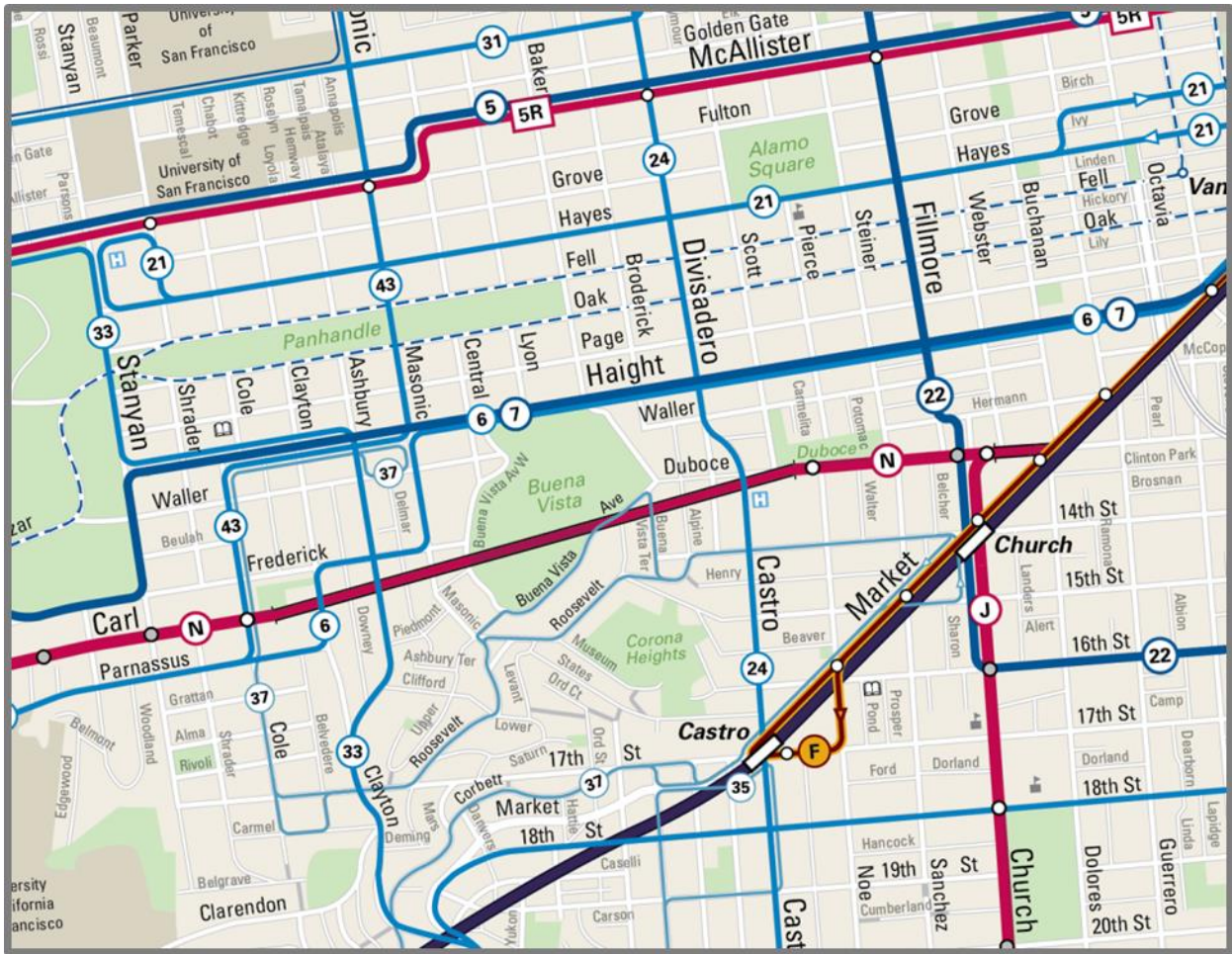
The San Francisco Municipal Transportation Agency (SFMTA) implements San Francisco's *Transit First* Policy by planning and implementing projects designed to make it faster, safer, more convenient, more reliable, and more enjoyable to walk, bike, hop on transit, take a taxi, or some combination of all the above. The Transit Effectiveness Project (TEP) was one such planning project. Its focus was Muni: at once, the transit backbone of a transportation-rich system that connected all modes and all people, but also a system that has failed to keep pace with a changing San Francisco.

The TEP was an in-depth planning process that brought together technology, technical expertise, and deep community insight to better understand and thus better solve the problems affecting San Francisco's transit network, and represented the first major evaluation of the Muni system in 30 years. In March 2014, the SFMTA Board of Directors approved the majority of recommendations that emerged from this planning process, including an overall 12 percent service increase. The changes—some major, some minor—are distributed across an extensive system of over 75 bus, trolley, rail, cable car, and streetcar lines, together weaving their way across a 49 square-mile service area, and serving 700,000 trips a day. Behind these system-wide statistics are real people—our customers—and SFMTA is now taking additional steps to preserve and enhance the quality, consistency, and seamlessness of our customers' experience with its launch of the Muni Forward program.

Muni Forward, which is the project focused on implementing the many enhancements and modifications brought forth by the TEP, looks beyond the bus to the end-to-end customer experience—from the walk, to the wait, to the ride. One Muni system improvement that is being introduced as a part of Muni Forward is a new Transit and Streets System ("System") map, which increases system legibility and communicates the different transit choices and tradeoffs available to customers. The map is based on Muni Forward's new service policy framework (route classification framework), which explains the different roles that different routes play in the city, and highlights the different choices customers have when deciding how much time they want to spend walking to a transit stop, waiting for a transit vehicle, or riding \

transit to their destination. For example, some customers may choose speed and reliability for commute trips, and thus choose to walk a little further to access a fast, frequent Rapid route. These heavily used bus and rail lines form the backbone of the Muni system, and offer frequent service to reduce wait times and transit priority enhancements along the routes to reduce ride times.

Other customers who prefer to walk shorter distances or are coming home with groceries may choose longer wait and ride times in exchange for bus stops that are closer to their start and end points. Grid (or Local) routes combine with the Rapid network to form an expansive core system that lets customers get to their destinations with no more than a short walk, or a seamless transfer. Circulator routes navigate San Francisco’s hillside residential neighborhoods, filling in gaps in coverage and connecting customers to the core network. The service policy framework also includes a fourth tier of service—Specialized routes—which combine features of the Rapid, Grid, and Circulator networks to serve specific needs, such as peak commuter demand, late night service, and special events.



*Working Draft of the New Muni System Map*

The above examples highlight the importance of frequency (how often does the bus come) as well as access (where does the bus go) to our customers. While the existing system map does a good job of communicating where Muni routes go, it could do a better job of communicating how frequently (wait times at a stop) and how quickly (ride times on a vehicle) those routes will get customers to their destination.

In 2013, David Wiggins and Jay Primus (Donors) presented a new system map design to SFMTA that combines frequency and access to more simply and effectively communicate key information about the Muni network to customers. Specifically, the new system map design introduces a two-tone color framework based on the new service classifications (Red for limited stop bus and rail routes; Blue for all other services), and varies the route line weights (i.e. the thickness of the graphical line-elements used to illustrate where the route goes) based on service frequency. For example, limited-stop bus routes and rail routes are represented by a heavy red line, while routes assigned other classifications are displayed with other classification-specific colors and lesser line weights. With this design, attention is drawn to Muni's highest quality routes, where service is fast, frequent, reliable, and generally more comfortable. SFMTA has determined that this new design meets its qualifications for a new system map.

The Donors have been working in their spare time for many years on designing this map, and are offering this new system map design, valued at \$150,000, to SFMTA as a gift, subject to various conditions, as provided the attached Gift Agreement. The most important conditions are as follows:

- Donors give to SFMTA an exclusive, perpetual royalty-free license to use the map design for SFMTA purposes, including the right to place the new system map on Muni vehicles/facilities and on the Muni website, sell or give Muni maps to the public, sublicense the design to third parties for commercial or non-commercial uses, periodically update and alter the base map, prepare other SFMTA-related maps based on the new design, and advertise on or with the Muni map.
- Donors retain the rights to use or license the rights to the design for any purpose outside the City and County of San Francisco, such as for other transit agencies.
- SFMTA must install the newly designed Muni map on at least 75 percent of its transit shelters by May 1, 2015. For an uncured breach of this provision (Section 3.2.4), the SFMTA may be required to pay Donors \$50,000, and upon payment, the rights transferred to the City under the Gift Agreement shall revert to Donors.
- Except for updating the map with new route information, SFMTA may not alter the map without permission of the Donors prior to installation or for 180 days after installation of the map; after the 180-day period, SFMTA is free to alter the map. Should SFMTA alter the map prior to installation (without curing the default), the Agreement will terminate. For an uncured violation of the 180-day provision (Section 3.2.5), the SFMTA may be required to pay Donors \$10,000 each.
- The Gift Agreement releases Donors from all liability with respect to the map and provides that the City will indemnify Donors from any intellectual property claims or litigation that arise from the donation of the gift.

## **NEXT STEPS**

Following the ratification of the gift agreement, SFMTA will incorporate the introduction of the new system map into its Muni Forward outreach efforts so that customers, community organization representatives, and other stakeholders gain exposure to the features of the new design. Additionally, SFMTA plans to revisit a few route names and numbers and will fold the rollout of the map into Muni Forward's overall branding efforts. Moving forward, SFMTA plans to issue an RFP to procure a contract for ongoing cartography-related needs, including periodic map updates and maintenance.

The City Attorney has reviewed this report.

## **ALTERNATIVES CONSIDERED**

The following alternatives were considered:

- 1) **Continue to use the existing system map design and make no significant format changes.** By maintaining the current map design, staff anticipates that existing issues with map legibility will persist. Rather than a single map that seamlessly communicates route access and frequency information, customers will continue to reference both a map and a separate table of frequencies. Furthermore, the opportunity to highlight and communicate major infrastructure investments in the Rapid network to the public will be lost.
- 2) **Procure consultant support for the purpose of developing a new system map.** While an effective and acceptable new system map could be achieved, its development could require a substantial time commitment and a significant funding from sources that have not been identified.

As a result of the aforementioned concerns with these alternatives, staff proposes to accept the gifted map from Donors, which is available to SFMTA at no cost and effectively clarifies the Muni network diagram while clearly portraying the new Muni service classifications.

## **FUNDING IMPACT**

As long as SFMTA meets the requirements listed in Sections 3.2.4 and 3.2.5 of the Gift Agreement, there is no cost directly associated with accepting the gift. However, as mentioned above, SFMTA may be subject to payments of up to \$50,000 for breach of those provisions. Moreover, should there be a claim or lawsuit for copyright infringement of the map design, SFMTA would have to expend funds to defend the lawsuit and perhaps indemnify Donors.

## **OTHER APPROVALS RECEIVED OR STILL REQUIRED**

No additional approvals are required.

**RECOMMENDATION**

Staff recommends that the SFMTA Board authorize the Director of Transportation to execute a Gift and License Agreement with David Wiggins and Jay Primus for the donation of a new transit map for the Muni system, subject to all conditions contained in said Agreement.

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. \_\_\_\_\_

WHEREAS, As a part of its new Muni Forward project, which was informed by the Transit Effectiveness Project (TEP) planning process, the San Francisco Municipal Transportation Agency (SFMTA) has worked to enhance Muni system usability by creating new classifications for all of its routes, which are primarily based on frequency of service; and,

WHEREAS, On March 28, 2014, the SFMTA Board of Directors approved a wide range of Muni route and service changes—including an overall service increase—that were identified in the TEP and are scheduled for implementation as a part of Muni Forward beginning this fall; and,

WHEREAS, In coordination with the upcoming implementation of TEP service and route changes and for the purpose of communicating the new route classifications to the public and more clearly displaying the Muni route network, SFMTA seeks to adopt a new system map that is based on the newly defined classifications and highlights route frequencies; and,

WHEREAS, In 2013, David Wiggins and Jay Primus (Donors) presented to SFMTA a newly designed system map, which meets SFMTA's desires and specifications, and offered to make a gift to SFMTA of a license to use the map design, valued by Donors at \$150,000, subject to the conditions in the Gift and License Agreement (Gift Agreement); and,

WHEREAS, The Gift Agreement would allow SFMTA to place the new system map on Muni vehicles/facilities and on the Muni website, sell or give Muni maps to the public, sublicense the design to third parties for commercial or non-commercial uses, periodically update and alter the base map, prepare other SFMTA-related maps that are based on the new design, and advertise on or with the Muni map; and,

WHEREAS, The Gift Agreement releases Donors from all liability with respect to the map and provides that the City will indemnify Donors from any intellectual property claims or litigation that arise from the donation of the gift; and,

WHEREAS, Without this gift, SFMTA would have to pay for the development of a new system map that effectively communicates the new route classifications; now, therefore, be it

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors authorizes the Director of Transportation to execute a Gift and License Agreement with David Wiggins and Jay Primus for the donation of a new transit map for the Muni system.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of June 24, 2014.

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Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency



**MUNICIPAL TRANSPORTATION AGENCY  
ONE SOUTH VAN NESS AVE. 7<sup>TH</sup> FLOOR  
SAN FRANCISCO, CA 94103**

**AGREEMENT FOR GIFT OF LICENSE TO A DESIGN FOR A MUNI MAP**

This Gift and License Agreement (Agreement), dated as of June 25, 2014, is made by and between David Wiggins and Jay Primus (Donors), each an individual, and the City and County of San Francisco (the City), a municipal corporation, by and through its Municipal Transportation Agency (SFMTA).

**RECITALS**

**A.** The SFMTA is the agency of City with jurisdiction over the operation of the public transit system in San Francisco known as the Municipal Railway (Muni).

**B.** Donors have designed a new transit map for the Muni system, a rendering of a portion of which is attached as Appendix A and incorporated by reference as though fully set forth. Donors wish to donate a license to use the Design, as defined below, to SFMTA (the Gift), while retaining the copyright to the Design.

**C.** The SFMTA is agreeable to accepting the Gift, subject to the terms and conditions set forth below.

**NOW, THEREFORE**, based on the foregoing, and in consideration of the promises, covenants, and undertakings contained in this Agreement, City and Donor agree as follows:

**AGREEMENT**

**Article 1      Definitions**

In this Agreement, the following definitions shall apply unless the context requires otherwise:

1.1 “Agreement” shall mean this agreement, including all addenda, appendices and modifications, whether created now or in the future.

1.2 “Alter” or “Alteration” shall mean to modify the Design or Muni Map.

1.3 “Base Map” shall mean the non-transit specific elements of the Design and Muni Map for San Francisco. This includes data layers in the Adobe Illustrator files, e.g., the coast line, streets, curbs, street labels, parks, and park labels.

1.4 “Design” shall mean the arrangement of elements or details as rendered in the Muni Map (as illustrated in Appendix A), furnished to Licensee as a Base Map in Adobe Illustrator file format, with all required layers to make the Muni Map fully functional and readable by Muni patrons, and fully editable by SFMTA and its contractors.

1.5 “Gift” shall mean the License (as defined in Section 3.1 below) for the Design, subject to the terms of this Agreement.

1.6 “Installation” shall mean the date on which SFMTA completes installation of the newly printed Muni Maps in at least 75 percent of all transit shelters and stations, and posts the Muni Map on SFMTA.com.

1.7 “Donors” shall mean David Wiggins and Jay Primus.

1.8 “Licensee” shall mean the City, through the SFMTA.

1.9 “Muni Map” shall mean the schematic map incorporating the Design to be known as the “Official San Francisco Street & Transit Map,” or other name to be approved by the SFMTA.

## **Article 2 Effective Date**

2.1 **Effective Date.** The Agreement shall be effective as of the date written above.

## **Article 3 Description of Gift**

3.1 **License.** As of the Effective Date, and subject to Section 3.2 below, Donor grants to Licensee a perpetual, exclusive, irrevocable, royalty-free license to use and reproduce the Design, in whole or in part, in any and all media, and to print, publish, display, distribute, transmit, broadcast, disseminate, market, update, Alter and modify the Design for any City purposes, including any purposes related to the mission of the SFMTA, including, but not limited to, the following:

3.1.1 Licensee may place the Muni Map in Muni vehicles and on Muni platforms, transit shelters and kiosks, as well as on any City website or SFMTA website or software/application;

3.1.2 Licensee may sell, sublicense or give the Muni Maps to the public;

3.1.3 Licensee may sublicense the Muni Map to third parties for commercial or non-commercial uses (e.g., in printed matter, on clothing, on gift items or other merchandise), with or without charge, as determined solely by Licensee;

3.1.4 Licensee, including its agents and contractors, may periodically make Alterations to the Design and Muni Map. Any such Alterations to the Muni Map and Design shall become the intellectual property of Licensee;

3.1.5 Licensee is authorized to prepare derivative works of the Muni Map, in any and all media, such as other derivative SFMTA maps (e.g., for bicycle parking) or

software/applications. Any such derivative works shall become the intellectual property of Licensee;

3.1.6 The License includes the exclusive rights to advertise on or with the Muni Map.

### **3.2 Limitations and Conditions of License.**

3.2.1 Donors retain the rights to use or license the rights to the Design for any purpose outside of the City and County of San Francisco, or for other non-City purposes. For example, Donors retain the right to adapt the Design for use by other transit agencies outside of San Francisco. Donors also retain the right to use the Design for maps of regional transit service in the San Francisco Bay Area that may incidentally depict transit service in San Francisco.

3.2.2 Donors may write and publish about as well as make presentations to the public regarding the Design and the Muni Map, and Donors may use the Design and the Muni Map in those presentations or in printed materials for those presentations or publications.

3.2.3 For any awards given to the Muni Map or Design, Donors shall have the right to accept any awards in their name for 24 months after the Installation of the Muni Map. For that time period, if Donors choose not to accept an award, the SFMTA may accept that award in the name of the SFMTA.

3.2.4 Licensee shall install the Muni Map in at least of 75 percent of transit shelters and in Muni Metro stations by May 1, 2015, unless otherwise agreed to in writing by Donors.

3.2.5 Licensee may not Alter the Design prior to Installation and within 180 days of Installation unless otherwise agreed to in writing by Donors. The Licensee retains the right to reinstall the Muni Map and update route information within the 180-day period as needed. Subsequent to the 180-day period, Licensee may Alter the Design and Muni Map in its sole discretion.

3.2.6 For 180 days after Installation, all Muni Maps shall include the following attribution along the side of the Muni Map in at least 8-point font: "Map design by David Wiggins and Jay Primus." Upon the conclusion of said 180-day period, the Licensee shall not include "Map design by David Wiggins and Jay Primus" in any future printings of the Muni Map and shall remove the attribution from electronic versions of the Muni Map.


3.2.7 Licensee shall provide to each of the Donors, at no cost, (a) five 4'x4' station Muni Maps; (b) 10 2'x3' transit shelter Muni Maps, and (c) 15 folded Muni Maps.

3.2.8 No provision of this Agreement shall prevent Donors and Licensee from allowing the non-profit organization known as SPUR to use the Muni Map (or a version slightly modified by the Donors) in, and for promotion of, a SPUR exhibition through June 30, 2015.

3.3 **Transfer of Design.** Donors shall furnish the Design to Licensee no later than \_\_\_\_\_.

3.4 **Trademarks of Licensee.** Licensee is the sole and exclusive owner of the following trademarks or servicemarks that may appear on the Muni Map, and Donor shall not use these or any other trademarks or servicemarks without SFMTA's prior written approval:

3.4.1 The intellectual property known as the "MUNI Worm."<sup>®</sup>

3.4.2 The SFMTA design and logo.  SFMTA<sup>SM</sup>

#### **Article 4 Donors' Warranties**

4.1 **Warranty of Title.** Donors represent and warrant in good faith and to the best of their knowledge that they are the sole authors of the Design and that they are the sole owners of any and all copyrights pertaining to the Design. Donors represent that there are no outstanding disputes in connection with property rights, intellectual property rights or any other rights in the Design or any parts of the Design.

4.2 **Warranty of Workmanship, Acceptable Standard of Display and Operation.** Donors represent and warranty that the Design will operate, function or perform in Adobe Illustrator format in accordance with the requirements of this Agreement and with Donors' representations to the City. Donors represent and warrant that after the acceptance of the Gift, the Design will be relatively free of inaccuracies and defects in workmanship, including defects in Adobe Illustrator files for the Design.

#### **Article 5 Release; Waiver; Indemnification**

5.1 **Release by Licensee.** Except as provided below, Licensee releases and forever discharges Donors from all liabilities, claims, rights, causes of action, suits, obligations, damages, demands, expenses, costs, debts, matters and issues of any nature, known or unknown, related to the Design, Muni Map, Base Map, or this Agreement.

5.2 **Waiver and Release by Donors.** With respect to the License donated under this Agreement, and in consideration of the procedures and remedies specified in this Agreement, Donors waive any and all claims, arising at any time and under any circumstances, against City, its officers, agents, employees, successors and assigns, arising under any applicable provision of the Federal Copyright Act (17 U.S.C. §§ 101 et. seq.), or under the Federal Visual Artists Rights Act (17 U.S.C. §§ 106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§ 987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. Section 106A, Cal. Civil Code Sections 987 et seq., or any other type of moral right protecting the integrity of works of art. Donors further waive any right that the Donors may have to inspect or approve any updates to or derivatives of the Design as used by the City/SFMTA under this Agreement, including any written material that may be created in connection therewith and agree that Donors shall not be entitled to any compensation or royalties resulting from City/SFMTA's use(s) of the Design. Donors release

the City from any and all claims or liability, including any and all intellectual property claims as well as any claims for libel and invasion of privacy, now known or unknown arising out of or in any way connected with the City's ultimate use or non-use of the Design or the Donors names as provided under this Agreement.

5.3 **Copyright Infringement.** The City and/or the SFMTA shall indemnify, defend and hold harmless the Donors from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use of the Base Map, Design, and Muni Map by the City, or any of its boards, commissions, officers, or employees of articles. This indemnification obligation shall survive termination of this Agreement. Donors agree to cooperate with the City fully in the City's defense of any such claim or suit.

## **Article 6      Default by Licensee**

6.1 **Default for Alteration of Design before Installation.** Should the Licensee Alter the Design before Installation without written approval by Donors in violation of Section 3.2.5, that shall constitute a default of this Agreement and this Agreement shall terminate if Licensee fails to cure the default within 30 days after notification of the default by Donors (or longer term as may be agreed to in writing by Donors).

6.2 **Default for Alteration of Design after Installation.** Should the Licensee Alter the Design within 180 calendar days after Installation without written approval by Donors in violation of Section 3.2.5, the SFMTA shall have 30 days from notification of the default by Donors to cure the default (or longer term as may be agreed to in writing by Donors). If the default remains uncured after the cure period, Licensee shall pay each Donor \$10,000 and remove the attribution "Map design by David Wiggins and Jay Primus" from the Muni Map.

6.3 **Default Amount for Non-Use of Gift.** Should Licensee fail to comply with the provisions in Section 3.2.4 above, Licensee shall be in default of this Agreement. If such a default is not cured by Licensee within 30 days of Donors' written notice to Licensee (or within such longer term as may be agreed to in writing by Donors), Donors may require Licensee to pay to Donors the amount of \$50,000 (the Default Amount) within 60 calendar days of the Donor's written notice to the Licensee. In such event, upon payment, all of Donors' intellectual property rights to the Design transferred to City under this Agreement shall revert to the Donors and this Agreement shall thereafter terminate. The Default Amount is the Donor's sole remedy against the City in the event of a breach.

6.4 **Exceptions.** The provisions of Sections 6.2 and 6.3 shall apply where Donors have provided the Design to Licensee in the format or by the time required under Section 3.3. In the absence of a timely delivery, the SFMTA may choose to terminate the Agreement, or to extend the timeframes for all sections of this document by a commensurate amount (for example, if Donors deliver the Gift 14 days after the date specified in Section 3.3, then all subsequent deadlines in this document shall be extended by 14 days).

6.5 **Limitations.** Payment of the Default Amount is subject to the following additional provisions:

**6.5.1 Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation**

(a) This Agreement is subject to the budget and fiscal provisions of City's Charter. Charges will accrue only after prior written authorization certified by the Controller. City's obligation under this Agreement shall not at any time exceed the amount certified for the purpose and period stated in such certification.

(b) This Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

(c) City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Donors' assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

**6.5.2 Guaranteed Maximum Costs**

(a) Except as may be provided by laws governing emergency procedures, officers and employees of City are not authorized to request, and City is not required to reimburse Donors for, commodities or services beyond the scope of this Agreement unless the changed scope is authorized by amendment and approved as required by law.

(b) Officers and employees of City are not authorized to offer or promise, nor is City required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which this Agreement is certified without certification of the additional amount by the Controller.

(c) The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

**Article 7 Miscellaneous Provisions**

7.1 **Modification of Agreement.** The City and Donors reserve the right to amend or supplement this Agreement by mutual consent. It is agreed and understood that no alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the authorized representatives of the parties, and that separate oral agreements or understandings shall not be binding on any of the parties.

7.2 **Notification of Limitations on Contributions.** Donors acknowledge that they are familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct

Code, which prohibits any person who contracts with the City whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Donors acknowledge that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more.

7.3 **Notices.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, or by facsimile, and shall be addressed as follows:

To Donors: David Wiggins  
1133 17<sup>th</sup> Ave Apt 101  
Seattle WA 98122  
Email: dwiggins14@yahoo.com

Jay Primus  
2911 Newbury St.  
Berkeley CA 94703  
Email: jdprimus@yahoo.com

To SFMTA: Julie Kirschbaum  
Manager, Operations, Planning & Scheduling  
Municipal Transportation Agency  
One South Van Ness Avenue, 7th Floor  
San Francisco, CA 94103-5417  
Phone: (415) 701-4304  
Email: julie.kirschbaum@sfmta.com

7.4 **No Third Party Beneficiaries.** There are no intended third party beneficiaries of this Agreement. The parties acknowledge and agree that this Agreement is entered into for their benefit and not for the benefit of any other party.

7.5 **Agreement Binding on Successors.** This Agreement shall be binding on the heirs, successors and assigns of Donors.

7.6 **Assignment.** The services to be performed by the parties are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or

delegated by either party unless first approved by written instrument executed and approved as required by applicable City law.

7.7 **Sunshine Ordinance.** In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between City and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

7.8 **Agreement Made in California; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

7.9 **Legal Representations.** The Donors understand that the City makes no representations regarding the tax or other legal consequences of this Gift Agreement or the donation referred to herein. The Donors understand that it is their responsibility to secure appropriate legal and tax advice. This agreement shall not be interpreted for or against a party because such party or such party's legal counsel drafted such provision. Each party has been encouraged to consult with their own independent legal advisors about this Agreement and Gift.

7.10 **Entire Agreement.** This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 7.1.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, on the date written above.

<p>CITY AND COUNTY OF SAN FRANCISCO</p> <p>Municipal Transportation Agency</p> <p>By _____ Edward D. Reiskin Director of Transportation</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By _____ Robin M. Reitzes Deputy City Attorney</p> <p>Municipal Transportation Agency Board of Directors Resolution No. _____ Dated: _____</p> <p>Attest:</p> <p>_____ Secretary, Board of Directors</p>	<p>Donors</p> <p>By: _____ David Wiggins</p> <p>By: _____ Jay Primus</p>
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APPENDIX A

Working Draft of the New Muni System Map

